

9070

12/31/91

AGREEMENT
BETWEEN

COUNTY OF MACOMB

and

MACOMB COUNTY
PROFESSIONAL DEPUTY SHERIFF'S
ASSOCIATION

January 1, 1989 - December 31, 1991

Macomb County

12

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INTRODUCTION

THIS AGREEMENT was entered into the 1st day of January, 1989, between COUNTY OF MACOMB, hereinafter referred to as "EMPLOYER" and/or "COUNTY", and the MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as "UNION" and/or "ASSOCIATION", acting on behalf of the Employees within the unit for which the UNION has been recognized as sole bargaining agent.

The provisions of this AGREEMENT shall apply to all Employees regardless of age, race, color, religion, sex, national origin or creed.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employees and Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

The Employer and Union encourage, to the fullest degree, friendly and cooperative relations between the representatives at all levels and among all Employees.

The parties hereto also recognize that it is essential for the health, safety, and public welfare of the County that services to the public be without interruption, and

that the right to strike is forbidden by the statutes of the State of Michigan. Any Employee guilty of engaging in a slow down, work stoppage, or strike, shall be subject to disciplinary action up to and including discharge.

To these ends, it is mutually agreed that communication of views and ideas on Sheriff Department matters, the orderly resolution of grievances, the maintenance of discipline and the promotion of efficiency is essential to the well being of the Department.

ARTICLE 1

RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the M.C.P.D.S.A. (Macomb County Professional Deputy Sheriff's Association) as the sole Collective Bargaining Agent for non-supervisory Employees of the Macomb County Sheriff's Department, as set forth in Paragraph B, below.

B. The County of Macomb recognizes the Macomb County Professional Deputy Sheriff's Association as the exclusive bargaining representative on behalf of all Sheriff Department Deputies, Correction Officer Leaders, Correction Officers, Matrons and Dispatchers (in previous Agreements, "Dispatchers" entitled "Paraprofessionals"), excluding all other Employees of the Department, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 2

DUES/SERVICE FEE COLLECTION

A. The Employer hereby agrees to deduct Union Membership Dues, initiation fees, assessments, service fees or service charges from the pay of the individual Employee and transmit same to the Union to the extent and as authorized by the laws of the State of Michigan and by such Employee according to the terms and conditions contained in this Article.

B. Each Employee who desires to have such Union Membership Dues, initiation fees, assessments, service fees or service charges deducted from his/her earnings shall execute a Paragraph J, "Deduction Authorization Form" in full, with the original thereof being delivered to the Employer.

C. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same in accordance with the terms and conditions set forth in the "Deduction Authorization Form".

D. The Employer shall transmit such deductions, together with a list of Employees paying same, to the Treasurer of the Union as designated in writing by the Union and shall do so as soon as possible after the deduction, but no later than the 10th day of the following month.

E. The Employer shall notify the Union when any employee responsible for dues and/or service fees is terminated from employment.

F. In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain the appropriate refund from the Union.

G. In the event that the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such requests shall be effectuated only upon written assurance that the additional amounts have been authorized pursuant to and in accordance with the Union's Constitution and By-Laws.

H. The "Deduction Authorization Form", as set forth in full below, when executed, shall be binding upon the Employee for the duration of this Agreement and shall be automatically renewed under these terms and conditions for the life of subsequent collective bargaining agreements.

I. It is understood and agreed that this provision for deduction of Union dues and/or service fees is for the benefit of the Employees requesting same, and the Employer is under no obligation to demand or request that Employees authorize such deduction as a condition of employment, and, further, that the obligation of the Employer does not extend beyond the stated terms, except as otherwise provided under the Agency Shop Provision of this Agreement.

J. The following form shall be utilized as authorization for the deduction of Union dues and/or service fees:

DEDUCTION AUTHORIZATION FORM

I, _____ (name),
_____ (classification), the undersigned,
as an Employee of the Macomb County Sheriff's Department do hereby request and authorize the County of Macomb to deduct union dues, in the amount of _____, monthly, initiation fees, service fees, service charges, and assessments from my earnings on the second (2nd) pay period of every month and to do so every month thereafter and to pay same to the Macomb County Professional Deputy Sheriff's Association, Michigan, the organization selected as the exclusive bargaining representative for all Employees in the above unit. The foregoing authorization shall continue in full force and effect unless and until my employment is terminated and shall be automatically renewed under the same terms and conditions for the life of the subsequent Agreement.

Effective Date: _____

Employee's Signature

K. The Employer shall not be liable to the Union by reason of any requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the Employees as authorized by them, under the Payroll Deduction for Union dues or service fees provision.

L. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with Articles 2 and 3 of this Agreement. The Union agrees that in the event of litigation against the Employer, its Agent or Employees, arising out of this provision, the Union will co-defend,

indemnify and hold harmless the Employer, its Agents or Employees for any monetary award arising out of such litigation.

ARTICLE 3

AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that:

A. If the employee chooses not to exercise the Authorization Deduction Form option, then, monthly dues or the equivalent service fees shall be paid to the Union on or before the fifteenth (15th) day of the month in which they fall due.

B. Employees who do not elect to become members of the Union, shall pay as a condition of employment, in lieu of initiation fees and periodic dues, uniformly required, a monthly service fee in an amount that does not exceed regular Union monthly dues and which complies with applicable law.

C. The Union shall notify the Employer, in writing, of any Employees who are more than thirty (30) days in arrears in payment of membership dues and/or service fees. The Employer shall execute written confirmation of receipt of such notice and proof in accordance with the "Confirmation Form" contained in Paragraph E. The Union shall forward the Employer's written confirmation when it notifies the delinquent Employee of such arrearage and informs said Employee that his/her employment will be terminated unless said arrearage is paid within thirty (30) days of the Employee's receipt of said notice.

D. Failure of Employees covered by this Agreement to comply with provisions of this Article, shall, at the conclusion of the second grace period of thirty (30) days

referred to in Paragraph C above, constitute grounds upon which the Employer shall immediately terminate the employment of such Employee.

E. The following form shall be utilized by the Employer in compliance with this

Article:

EMPLOYER ACKNOWLEDGEMENT AND CONFIRMATION FORM

Please be advised that the undersigned Employer hereby acknowledges receipt of notice by the Macomb County Professional Deputy Sheriff's Association that _____ (name), an Employee of the Macomb County Sheriff's Department, is more than thirty (30) days in arrears in his/her payment of Union dues and/or service fees and as such is subject to the ramifications of the agency shop procedure as outlined in Article 3 of the current Macomb County Professional Deputy Sheriff's Association, Macomb County Collective Bargaining Agreement.

Additionally, the undersigned Employer hereby acknowledges that the Macomb County Professional Deputy Sheriff's Association has submitted proof that such Employee is more than thirty (30) days in arrears and such payment and examination of the Employer's records further confirms such arrearage.

Dated: _____

Signed: _____

F. The Employer shall provide the Association with notice of each new appointment in the classifications covering this bargaining unit within ten (10) days from date of appointment. With each notice of appointment, the Employer will provide the name, date of appointment and specific classification to which each Employee was appointed.

ARTICLE 4

REPRESENTATION

A. Union business shall not be conducted during working hours or in County Areas, except as provided by this Agreement.

B. The Union may be represented in collective bargaining negotiations with the County by a committee comprised of not more than five (5) members of the Union. Additionally, the Union may designate any outside person or organization as its official representative. Members of the Union Bargaining Committee who are on duty during collective bargaining negotiations shall not lose wages or benefits during time spent while attending negotiations.

C. Employees covered by this Agreement shall be represented for purposes of filing grievances by a Steward and/or Executive Board Member as hereinafter provided. The Steward and/or Executive Board Member, during their regular working hours, without loss of time or pay, may investigate and present grievances to the Employer; provided, however, that if such Steward and/or Executive Board Member requires more than one (1) hour to investigate and present said grievance, a request shall be made for additional time to the immediate supervisor. The privilege of Stewards and elected Union officials leaving their work during regular working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievance matters and will not be abused, and that Stewards and elected Union officials will perform their regularly assigned duties, except as provided herein.

D. There shall be six (6) Stewards as follows:

DAY SHIFT	Two (2)
AFTERNOON SHIFT	Two (2)
MIDNIGHT SHIFT	Two (2)

By providing for two (2) Stewards on each of the respective shifts, it is the parties understanding that one (1) Steward will be utilized to represent personnel who normally perform their work inside the Sheriff's Department while the other Steward will be utilized to represent personnel who normally perform their function outside the Sheriff's Department.

E. The Sheriff agrees to continue his present practice of communicating with the proper Association Representatives prior to implementing anticipated changes in policies encompassing subject matter contained in the General Rules and Regulations, Standard Operating Procedures, Patrol Manual, Communications Manual and/or Department Memorandum affecting written or verbal policy. The Association will be afforded reasonable time to offer its response prior to implementation, which response will be given due consideration.

Emergency exceptions to policy will be implemented, with subsequent communication, as expressed herein.

ARTICLE 5

GRIEVANCE PROCEDURE

A. The parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between

them concerning the interpretation or operation of this Agreement without any interruption or disturbance in the normal operations of the County.

B. It shall be the firm policy of the Employer to ensure to its Employees and to the Union the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.

C. Grievances shall be filed within fifteen (15) days of the event, occurrence or circumstances constituting the subject matter of the grievance.

D. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to within the designated time period; provided, however, that the time limits of the grievance procedure may be extended upon mutual agreement of the Association and the Employer.

E. If either party fails to timely appeal an answer at any step after Step 1 of the Grievance Procedure, said grievance shall automatically progress to the next step in accordance with the procedures contained herein. Exception is made in those instances where the parties have agreed to settle a grievance on the basis of the last answer. Exception is also made with regard to medical grievances, where the Association shall have an additional 60 days from receipt of the Employer's answer.

F. Every Employee of the Department shall have the right to present a grievance in accordance with the procedure provided herein. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision.

G. Immediate supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take timely action as is required.

H. Grievances shall be processed according to the following procedures:

STEP 1.

An Employee who believes he/she has a grievance may discuss the complaint with the immediate supervisor, with or without the presence of the Steward. The parties shall discuss the grievance in an informal manner and shall make every effort to reach a satisfactory settlement at this point. The Employee shall have the right to discuss the complaint with the Steward before any discussion takes place with the supervisor. If possible, a supervisor will make arrangements for the Employee to be off the job for a reasonable period of time in order to discuss the complaint with the Steward. The past practice of Employees discussing grievances with the Steward at the beginning and/or end of the shift shall continue.

STEP 2.

If the matter is not settled through informal discussion as provided in Step 1, within fifteen (15) days following the discussion, said grievance may be submitted in written form by the individual grievant, co-signed by the Steward and/or Executive Board Member or, in the case of a policy grievance, by the Steward and/or Executive Board Member only, to such immediate supervisor. The written grievance shall set forth the nature of the grievance, the date of

the matter complained of, the name(s) of the Employee(s) involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the grievant claims have been violated. The supervisor's answer shall set forth the facts taken into account in answering the grievance. The written answer shall be presented to the Steward within five (5) days after receipt.

STEP 3.

If the grievance is not satisfactorily adjusted, it shall be referred to the Steward and/or Executive Board Member who may appeal such grievance to the Sheriff, or in the absence of the Sheriff, a designee, within fifteen (15) days. The Sheriff, or designee, shall hold a meeting to discuss the grievance with the Steward, Association President, or designee, and the aggrieved Employee within five (5) days of receipt of the grievance. If not satisfactorily adjusted at this meeting, the Sheriff, or designee, shall give a written answer within ten (10) days of such meeting.

STEP 4.

If not satisfactorily settled in Steps 1, 2, and 3, the grievance may be submitted in writing by the Association President, or designee, to the Director, Personnel-Labor Relations, or designee, within fifteen (15) days. A meeting between said Director, Personnel-Labor Relations, or designee, and a committee of the Association composed of the President, or designee, or both and the grievant's Steward or representative, shall be held within twenty (20) days after submission to the Director, Personnel-Labor Relations, or designee.

If not satisfactorily adjusted at this meeting, the Director, Personnel-Labor Relations, or designee, shall give a written answer within ten (10) days of the meeting.

STEP 5. ARBITRATION

1. Any unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to Arbitration by the Association in accordance with this Article. Arbitration shall be invoked by written notice to the County of a Demand to Arbitrate. Upon receipt of a "Demand to Arbitrate", the County and the Association shall attempt to mutually select an Arbitrator. In the event that the parties cannot agree upon an Arbitrator to hear the unresolved grievance within ten (10) days of the "Demand for Arbitration", they shall request the Federal Mediation and Conciliation Service to provide a list of impartial arbitrators in accordance with its applicable rules and regulations.

2. The right of the Association to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the County.

3. Any Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only

extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or applicable laws or rules or regulations having the force and effect of law.

4. To the extent that the laws of the State of Michigan permit, it is agreed that the Arbitrator's decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer. There shall be no appeal from any such decision unless the decision extends beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

5. The fees and approved expenses of the Arbitrator, shall be paid by the party who does not prevail in the case as determined by the Arbitrator. In the event that each party prevails in part, the fees and approved expenses of the Arbitrator shall be shared equally by the parties.

6. The aggrieved, the Association representative and prospective witnesses shall not lose pay or benefits for the time off the job while attending the arbitration proceedings; provided, however, that attendance by such on duty arbitration participants shall be subject to the approval of the Sheriff, or designated representative, in accordance with manpower requirements.

7. All records, reports and other information pertaining to a grievance which are to be utilized in an arbitration proceeding shall be made available for inspection by the Association, provided a request for the specific documents is made.

I. Notwithstanding any other provisions herein, an individual Employee(s) may present a grievance to the Employer and have it adjusted without the intervention of the Steward or Union Officers; provided, however, that the Employer has given the Steward and Union Officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Association.

J. Grievances affecting more than one (1) employee may be treated as policy grievances and entered at the third (3rd) step of the grievance procedure by the Association.

K. In instances where the subject matter of the grievance lies within the jurisdiction of a specific County agency, e.g., Payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3.

L. The settlement of any grievance shall be reduced to writing and signed by a representative of the County, a member of the Association Executive Board and the affected Employee's Steward (if applicable).

M. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

ARTICLE 6

EMPLOYEE'S BILL OF RIGHTS

A. No Employee shall be ordered or coerced, in any manner, to submit to a polygraph examination, a lie detector or similar test, chemicals such as Sodium Pentothal, or truth serum or similar tests, by whatever name called, for any reason, unless such member shall demand an examination and/or test in writing.

B. No Employee shall be discharged, disciplined, or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector or similar test by whatever name called.

C. The Employer, or its agent, shall not utilize any type of recording or electronic surveillance device to record or transcribe any conversation between the Employer and any Employee, unless disclosure of such device is made to the Employee prior to such conversation.

D. Except when on duty, or when acting in an official capacity, no Employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

E. Employees shall have the right to bring civil suit against any person, group of persons, organization or corporation, or the head of such organization or corporation, for damages suffered, either pecuniary or otherwise, and/or for

abridgement of their civil rights, arising out of the Employee's performance of official duties.

F. Nothing of an adverse nature shall be added to an Employee's personnel file without prior written acknowledgement by the Employee. In the event an Employee refuses to acknowledge receipt of any such matter to be added to the personnel file, it shall be so noted and witnessed by the Employee's Union representative and then filed.

G. The Employee's files shall not be made available to any person or organization other than the Employer and Employee without the Employee's express authorization, unless pursuant to Court order.

H. No Employee shall be required or requested, for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal domestic expenditures (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of the Employee's official duties. This paragraph shall not prevent inquiries made by authorized agents of legally constituted agencies in accordance with acceptable and legally established procedures.

I. Whenever any Employee is under investigation or subjected to interrogation by members of this or any other investigative agency, for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably, but not necessarily limited to, when the Employee is on duty.
2. Any Employee, upon his/her request, shall have the right to be represented by counsel and/or Association representatives of the Employee's choice, prior to and during the making of any statements, written or verbal, concerning any act, incident or occurrence, from which disciplinary action, criminal prosecution or civil suit may possibly result.
3. The Employee under investigation shall be informed of the rank, name and command of the Officer in charge of the investigation, the interrogating Officer and all persons present during the interrogation.
4. Prior to any questioning, the Employee under investigation shall be informed of the nature of the investigation and the name of the complainant.
5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
6. The Employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or any

disciplinary action. No promise or reward shall be made as an inducement to answering any question.

7. The complete interrogation of any Employee, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements.
8. If the Employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.

J. Employees will not be deprived of liberty or property without due process of law, nor denied the equal protection of the laws.

K. Any Employee involved in a shooting shall not be bound, as a condition of employment, to make a written or oral statement, or submit a preliminary crime report, until such time as the Employee has been able to contact an Association representative and has had a reasonable time to discuss the incident with an Association attorney. The attorney shall be permitted to counsel the Officer during preparation of the preliminary crime report or any other oral or written statement that may be required. Subject to consultation with the attorney, under all circumstances, an Employee shall be required to submit his/her P.C.R. as a condition of employment. Additionally, when requested by a Command Officer at the shooting scene, an Employee shall be required, as a condition of continued employment, to

inform said Command Officer who fired the shots, the direction at which they were fired and the direction of any escaping perpetrator.

L. An Employee's locker shall not be opened for any reason, including inspection, without the Employee or an Association representative being present. In no event shall an Employee's locker be opened in order to search through personal property, without the Employee's consent.

M. Command Officers shall treat Employees under their command in a respectful, dignified and professional manner and, if possible, shall give disciplinary advice to an Employee in private, not in the presence of other Employees.

N. No Employee shall be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights, or any rights afforded him/her by this Agreement.

ARTICLE 7

DISCIPLINARY PROCEEDINGS

A. The Parties hereto agree that all aspects of disciplinary proceedings shall be conducted only in accordance with the procedures contained in this Article.

B. No Employee shall be discharged, demoted, or otherwise disciplined except for just cause.¹ All disciplinary measures, including written reprimands through

¹ The "just cause" language was included in the agreement EFFECTIVE 12/31/91 for Deputies and Dispatchers pursuant to an Act 312 award dated February 21, 1992. Subsequently, the parties agreed, on February 20, 1992, to include the "just cause" language as to Correction Officer Leaders, Correction Officers and Matrons pursuant to a settlement agreement which was ratified on February 20, 1992.

discharge, sought to be imposed upon Employees shall be based upon specific written charges which give reasonable notice to the Employee of the nature of the charged offenses and the facts relating thereto. A copy of such charges shall immediately be forwarded to the Association and the charged Employee.

C. Except in situations requiring immediate action, no disciplinary measures shall be implemented until there has been a full and complete investigation of the matter, and the Employee has been furnished with a written statement of the charges and reasons, as outlined in Paragraph B. Employees shall have, upon request, an opportunity to discuss prospective disciplinary measures with the Sheriff, or his designated representative, in accordance with the provisions of Article 6.

D. Any disciplinary action, including reprimands, taken by the Sheriff or his representative may be appealed by the Employee giving "Notice of Appeal" to the Sheriff with a copy to the County Personnel-Labor Relations Director within five (5) days (excluding weekends and holidays) from the date of service of the charges of the Employee (see "Notice of Appeal" contained in Paragraph E).

E. The Employee has the right to appeal any disciplinary action taken by the Sheriff, or his representative, by proceeding either in accordance with Act 298 of the Public Acts of 1966, or by filing a grievance which is automatically processed at Step 3 of the Grievance Procedure. In the event that disciplinary action is appealed to the Grievance Procedure, and said grievance is not satisfactorily settled at Step 3 or 4, it may be appealed to Arbitration in accordance with Article 5, Step 5. An Employee's decision to appeal a disciplinary action pursuant to the grievance

procedure shall be made in lieu of his/her appeal rights under Act 298. Notice of the option chosen for appealing a disciplinary action shall be given in conjunction with the required "Notice of Appeal" (Paragraph D), on the following form:

NOTICE OF APPEAL - OPTION AND WAIVER FORM

I, _____ (Employee's Name) _____, hereby give notice that I am appealing the imposition of the _____ (degree of action) _____ disciplinary action taken against me on or about _____ (date) _____ by following the procedures of: (check one)

___ Grievance provisions of the Macomb County/Macomb County Professional Deputy Sheriff's Association collective bargaining agreement,

or

___ Act 298 of the Michigan Public Acts of 1966. (If this box is checked, request for Hearing must be simultaneously made to the Macomb County Sheriff's Department Civil Service Commission).

BY CHOOSING THE ABOVE INDICATED OPTION, I HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE AND RELINQUISH WHATEVER RIGHTS I MAY POSSESS UNDER: (check one)

___ Grievance procedure as provided in the Macomb County Professional Deputy Sheriff's Association collective bargaining agreement,

or

___ Act 298 of the Michigan Public Acts of 1966.

Received By:

Employee's Name

Dated: _____

Address

Witnessed By:

FOR MACOMB COUNTY
PROFESSIONAL DEPUTY SHERIFF'S
ASSOCIATION

F. In the event that there are Criminal charges in conjunction with disciplinary action taken against an Employee, an appeal of the disciplinary action shall not proceed if the Employee requests, with the "Notice of Appeal", that the appeal process be held in abeyance pending resolution of the underlying Criminal charges.

G. In the event an Employee shall give notice of his/her intent to appeal any reprimand or disciplinary action taken at the initial stage of the proceedings, no penalty resulting from such proceeding shall be implemented until the Employee shall have exhausted his/her remedies in accordance with this Agreement, except where immediate action is required. If an Employee is suspended or dismissed from the Department, the Employer is obligated only to continue to pay said Employee's contractual insurance premiums until the suspension or dismissal is resolved through Arbitration or Court decision; provided, however, the Employer shall only pay

Employee's contractual insurance premiums to the extent that said Employee has recoverable funds with the County (accumulated sick time, annual leave, holiday pay or retirement funds) and the Employee has given the County written permission to use those funds in this regard. Provided further, that during the period of said suspension, the Employee may utilize personal funds to sustain contractual insurance benefits through the County.

H. Nothing in the foregoing sections shall be construed to prejudice, or understood to constitute a waiver of, an Employee's right to lost wages or benefits in the event said Employee is returned to active employment.

I. In no event shall either the charges against an Employee or the disciplinary action imposed at the initial stage of the disciplinary proceedings be increased or broadened at any stage of this appeal process.

J. In the event that an Employee shall agree to and accept the reprimand or disciplinary action imposed by the Sheriff, or his designated representative, it shall be final and binding upon all parties.

K. In all cases of disciplinary proceedings, the Employee being investigated or questioned shall be entitled, upon request of said Employee, to Union representation by a duly elected or appointed Union Official and/or Union attorney. Nothing in the foregoing shall abridge the right of a Command Officer to counsel, advise, and/or instruct an Employee under his/her command in private, provided such is accomplished in a civil tone.

L. Before any reprimand is placed in an Employee's file, it shall be explained by the Supervisor to the Employee and receipt of a copy thereof shall be acknowledged by the Employee on the file copies.

ARTICLE 8

PROBATIONARY PERIOD

A. Probationary periods for new Employees will be a period of twelve (12) months during which new Employees must serve on the job to determine their ability to perform the duties assigned to them. If, at any time during this period, it is determined by the Employer that the Employee's work habits, or quality of work, is not satisfactory, the Employer may dismiss the Employee.

B. It is expressly understood that members of the bargaining unit who have been reclassified into a higher paid classification shall be required to serve a twelve (12) month probationary period in the new classification to determine their ability to perform the duties assigned to them. In the event that the Employee does not satisfactorily complete the aforementioned probationary period, said Employee shall be returned to his/her former classification.

ARTICLE 9

SENIORITY

A. Departmental seniority of a new Employee shall commence after the Employee has completed the twelve (12) month probationary period and shall be

retroactive from the initial date of full-time employment with the Department, in accordance with Civil Service regulations.

B. Classification seniority shall commence when an employee is placed in a classification and shall continue until such time as said Employee is placed in a different classification. The time spent in the previous classification shall be frozen in its entirety. If the employee reverts back to the former classification, the Employee shall receive full credit for the time previously spent in that classification. An Employee who is placed in a higher classification and successfully completes the probationary period shall accrue classification seniority retroactive to the date of the initial placement in the higher classification. In the event that an Employee who is placed in a higher classification does not successfully complete the probationary period, the time spent in the higher classification shall accrue to the previous classification. Classification seniority shall prevail for purposes of vacation and overtime preference as well as to other items that the parties may agree upon in writing.

C. An Employee shall forfeit seniority rights only for the following reasons:

1. The Employee resigns or terminates employment with the Department.
2. The Employee is dismissed and not reinstated by the Civil Service Commission, Arbitration, a Court of competent jurisdiction or through other methods of reinstatement.
3. The Employee is absent without leave for a period of three (3) consecutive working days without notification to the Employer. After such absence,

the Employer will send written notification to the Employee at the last known address indicating that seniority has been forfeited and employment terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.

4. The Employee retires.

5. The Employee does not return to work when recalled from layoff. In special cases, exceptions shall be made by the Employer.

6. Return from sick leave and leaves of absence will be treated the same as subparagraph 3, above.

D. A current annual seniority list will be furnished by the Employer to the Association no later than January of each year. The Employer shall furnish and inform the Association of any and all changes on said seniority list in July of each year. The seniority list shall specify the Employee's name, job title, date of hire, department seniority and dates of classification seniority.

ARTICLE 10²

PREFERRED JOB ASSIGNMENTS

² This Preferred Job Assignments Article became effective December 31, 1991 for Deputies and Dispatchers pursuant to an Act 312 award dated February 21, 1992. The language of the Article was subsequently ratified by Correction Officer Leaders, Correction Officers and Matrons on February 20, 1992. The preferred job assignments language contained in the 1986-88 Agreement under Article XI controlled from January 1, 1989 through December 30, 1991 for Deputies and Dispatchers and until ratification for Correction Officer Leaders, Correction Officers and Matrons.

A. The Sheriff retains the right to make all assignments, but the Sheriff shall make preferred job assignments as set forth in this Article. Preferred job assignments shall be made as follows:

1. When a job opening is available for any preferred assignment, the Department will post the opening on a bulletin board for a ten (10) day period.

2. Any Employee may file a written request for the preferred job assignment.

3. Except as otherwise set forth herein, the filling of a preferred job opening shall be determined from the list of Employees who file written requests.

4. The following shall be recognized as preferred jobs:

Marine Division, Jail Information Officer, Traffic Division, Breathalyzer Operator, Crime Prevention, Youth Bureau, Scuba Diver, Identification Bureau, S.W.A.T., Evidence Technician, Circuit Court/Station Three, C.O.M.E.T., Special Enforcement Team, Court Cars, Circuit Court Officers, Warrants, Court Papers/ Salvage Vehicle, Inmate Funds, WAYMAC, Detective Bureau Investigator, Classification Officer, Visiting Officer and Field Training Officer.

5. For the purposes of this Article, any newly created jobs shall be subject to the procedures of this Article.

B. The above-described preferred jobs shall be placed in various groups, which placement shall determine the selection method and length of assignment.

GROUP A

Group A jobs shall be posted annually. The Employee with the highest seniority on the list shall receive the job. Length of assignment

in Group A jobs is subject only to annual bumping by a more senior Employee.

Group A jobs are specified as follows:

Circuit Court/Station Three
Court Cars

GROUP B

Group B jobs shall be posted annually to give all qualified Employees, including the incumbent job holder, an opportunity to indicate interest. Selection of Group B jobs shall be determined from the list of Employees who sign up on the basis of qualifications, sufficient ability, and seniority.

Group B jobs are subdivided as follows:

GROUP B(1)

Breathalyzer Operator
S.W.A.T.
Evidence Technician
Scuba Diver
Marine Division [three (3) month
and six (6) month job]

An Employee currently holding a Group B(1) job may continue in that job indefinitely.

GROUP B(2)

Identification Bureau
Court Papers/Salvage Vehicle

An Employee currently holding a Group B(2) job may continue in that job until 1989 preferred job assignments are made, and for every two (2) years thereafter, unless bumped by a senior Employee, which bump is subject to the Sheriff's discretion. An Employee is permitted to remain in a Group B(2) job for a minimum of two (2) years before the possibility of removal through the exercise of bumping rights by a senior Employee. If a senior Employee does not bump, the incumbent Employee may remain in a Group B(2) job indefinitely.

GROUP B(3)

Special Enforcement Team

There is a two (2) year maximum on holding a Group B(3) job.

GROUP B(4)

Traffic Division

Selection of and continuation in this job is subject to State appropriation. There is no minimum or maximum time on holding a Group B(4) job.

GROUP B(5)

C.O.M.E.T.
WAYMAC

Selection of rank to this job is dependent upon the needs of C.O.M.E.T. and WAYMAC, and the filling of the assignment shall be at the Sheriff's discretion. There is a two (2) year maximum on holding a Group B(5) job.

GROUP C

Group C jobs shall be posted annually. Selection to Group C positions shall be determined on the basis of qualifications, ability and seniority. The Association, through a designated representative, shall participate in the process of formulating recommendations to the Sheriff on the selection of applicants. It is recognized that the assessment of ability and qualifications of Group C applicants requires subjective judgment by the Department. As such, the determination of the best qualified candidate shall be made by the Sheriff at his discretion.

Group C jobs are specified as follows:

Marine Division [twelve (12) month job]
Crime Prevention
Youth Bureau
Classification Officer
School Liaison Officer
Field Training Officer
Detective Bureau Investigator

GROUP D

Group D jobs shall be posted annually. Except as otherwise specified below, selection to Group D jobs shall be at the discretion of the Sheriff.

Group D jobs are subdivided as follows:

GROUP D(1)

Circuit Court Officer

A Circuit Court Officer shall be assigned at the sole discretion of the Sheriff, except that the selection shall not interfere with or abridge an Employee's right to select shift assignment. The Sheriff shall first consider those Employees volunteering for a Group D(1) job before exercising discretion in the assignment of the job. The exercise of discretion shall be limited to bargaining unit employees.

GROUP D(2)

Warrant Officer

Except for two (2) Warrant Officer positions, Group D(2) jobs shall be assigned at the sole discretion of the Sheriff. Selection by the Sheriff, however, shall not interfere with or abridge an Employee's right to select shift assignment. The Sheriff shall first consider the Employees volunteering for a Group D(2) job before exercising discretion in the assignment of a job. The exercise of discretion shall

be limited to bargaining unit employees. The Assignment of the two (2) reserved Warrant Officer positions shall be in accordance with the selection process for Group A jobs.

GROUP D(3)

Inmate Funds

Group D(3) jobs shall be assigned at the sole discretion of the Sheriff and offered to any employee within the Sheriff's Department.

GROUP D(4)

Jail Information Officer

The Department shall maintain one (1) Correction Officer as Jail Information Officer on each shift. The assignment of the Correction Officers shall be in accordance with the selection process for Group B(2) jobs. Any additional assignment to the Jail Information Officer job shall be at the sole discretion of the Sheriff and may be offered to any employee within the Department.

GROUP D(5)

Visiting Officer

The Employee with the highest seniority signing up for the job shall receive the job. In the event that no employee signs up for the

position, the Sheriff may fill the position with the least senior employee. An employee may elect to leave the position after one (1) year. If no employee submits a bid for the vacancy, the Sheriff must select the next least senior employee if the job is to remain filled.

C. In the event that there is no Employee applying for a specific preferred job assignment, the Employer may fill the preferred job assignment from among any Employees within the required classification, unless otherwise specified within the language of a particular group.

D. Substation assignments are not preferred jobs. The substation assignments, however, will be posted each November and the Sheriff will select available Deputies for the substation assignments.

E. When an Employee is reassigned from a preferred assignment back to regular duties, said Employee shall be afforded an opportunity to select a shift preference as provided in this Agreement.

F. All preferred jobs shall be posted in November of each year. The assignment shall then be made effective, subject to scheduling, as near January 1 as possible. The holding of any job under this Article is subject to the Employee's ability to perform satisfactorily in the assignment. In the event that an Employee is reassigned to regular duties, the Sheriff, or designated representative, will explain to the Employee the reasons for the reassignment.

G. Probationary Employees, as defined in Article 8, Paragraph A (New Employees), shall not be eligible for any preferred assignment.

ARTICLE 11

SHIFT PREFERENCE

A. Employees in the classifications of Deputy, Correction Officer, Matrons and Dispatchers, not assigned to a specialized unit or bureau and who have at least two (2) years seniority in their respective classification, shall be given the opportunity to bid for shift assignments (days, afternoons, midnights or rotating) based upon classification seniority. Correction Officer Leaders who have at least one (1) year seniority in that classification shall be given the opportunity to bid for shift assignments based upon classification seniority. Employees shall be placed in their requested shift preference in order of highest to lowest classification seniority permissible within the confines of shift manpower limits designated by the Sheriff.

B. Deputies, Correction Officers, Matrons and Dispatchers with less than two (2) years seniority in their respective classification, and Correction Officer Leaders with less than one (1) year seniority in that classification, shall be given shift assignments, including regularly rotating shifts, within the discretion of the Sheriff; provided, however, that said Employees shall not be removed from their assigned shift more than one (1) time period extending from one (1) day to twenty-seven (27) days inclusive, during a twenty-eight (28) day period, unless said Employee consents to more than one such movement.

C. Unless otherwise provided in this Agreement, shift preference shall be effective for a period of one (1) year. Shift preference re-bidding shall be open on December 1 of each year to be effective on the January 1, thereafter. Upon good

cause shown, the Sheriff may permit an Employee to change shift preference, provided there is another qualified Employee to trade shifts for the requested period.

D. Nothing in this Article shall abridge or otherwise interfere with the right of the Sheriff to create additional shifts, make special assignments, and/or alter shift manpower requirements at any time. Furthermore, should the Macomb County Sheriff's Department enter into a contract with a community having an existing police department whereby the Sheriff's Department assumes the responsibilities of said police department, the Sheriff retains the right to assign said personnel to shifts of the Sheriff's choice, provided said personnel are assigned to perform duties in said community.

E. In the event there arises the need, as determined by the Sheriff, to transfer an Employee to or from one shift to or from another, requests shall first be made for volunteers. If there are not sufficient volunteers, required Employees shall be transferred in order of lowest classification seniority in the shift from which Employees are to be transferred. The term of the shift transfer shall initially be explained in full by the Sheriff to all potential Employees subject to transfer.

ARTICLE 12

EMPLOYEES -- SALARIES

CLASSIFICATION CHANGES -- PROMOTIONS

A. A new Employee shall start at the minimum salary level based upon the applicable hourly rate as designated for the position. If the new Employee, however,

has previous experience in work similar to the type of work to be performed for the County, upon consultation between the Sheriff, the Director of Personnel-Labor Relations and the Finance Director, the Employee may be given credit for one-half (1/2) of such experience, and the minimum salary may be increased commensurate with the allowable credit. In no case, however, shall the starting salary be in excess of one-half (1/2) of the total increments allowed in the salary range. If the Sheriff is desirous of allowing a greater starting salary than set forth above, it must be approved by the Chairman of the Board of Commissioners, the Chairman of the Budget Committee, the Finance Director and the Personnel-Labor Relations Director.

B. After employment, each employee will be entitled to one (1) normal increment after thirteen (13) continuous complete pay periods. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments are to be approved by the Sheriff before becoming effective; provided, however, any disapproval of an increment by the Sheriff shall be set forth in writing together with the reasons therefore and a copy furnished to the Employee, the Director of Personnel-Labor Relations and the Finance Director.

C. Employees promoted to the rank of Corporal shall receive one (1) increment and/or the minimum rate of the Corporal classification, whichever is greater, on the date of such promotion and shall receive the maximum rate of the Corporal rank effective the first day of the fourteenth (14th) complete pay period following the date of promotion.

D. When a new job is created and cannot be properly placed in an existing classification, the Employer will establish a rate pursuant to the provisions of Act 298 of the Public Acts of 1966, as amended. In the event the Employee or Association does not agree that the rate is proper, the Association or Employee shall have the right to submit the matter to the grievance procedure at the second step.

ARTICLE 13

WORKING OUT OF CLASSIFICATION

A. Whenever an Employee is temporarily assigned the duties and responsibilities of a higher paying position for at least eight (8) hours per shift, then such Employee shall be compensated at the higher rate for the performance of those duties. Any Employee appointed within the Department to serve in an acting capacity of a higher paying position shall receive all the benefits incident to that position with no loss of benefits attendant to the Employee's existing classification.

B. Out of classification pay shall consist of the minimum rate of the higher classification, or one (1) additional increment to the Employee's current salary, whichever is greater.

C. Such temporary assignment must be authorized in writing by the Sheriff, or designee, and approved by the Director, Personnel-Labor Relations, before an adjustment is made in the Employee's salary.

D. A temporary assignment shall continue only until such time as a current eligibility list is certified by the Civil Service Commission for the job classification to

which the temporary assignment was made. No temporary assignments shall be made to job classifications in which there exists a current eligibility list, except in situations where such temporary assignments are made due to a higher job classification Employee being temporarily separated from active employment.

ARTICLE 14

SCHEDULING AND HOURS

A. The regular work week for all Employees covered by this Agreement shall constitute a twenty-eight (28) day work period, during which every effort will be made to create one (1) four (4) day non-work break period which will include both Saturday and Sunday. Members of the Marine Patrol may be permitted upon mutual agreement between the Association and the Employer to work ten (10) hour shifts at straight time. Sick, vacation, personal time or compensatory time, and the like, shall be taken in accordance with the ten (10) hour day.

B. The work schedule shall normally be posted at least ten (10) days in advance of the start of a new schedule.

C. The past practice of trading days and/or shifts shall be continued subject to the written approval of the Shift Commander.

ARTICLE 15

SHIFT PREMIUM

A. Shift premium shall be paid to Employees in the classifications of Deputy and Dispatcher as follows:

1. Eligible Employees working the afternoon shift shall receive premium pay at a rate of three percent (3%) of their base hourly wage. Eligible Employees working the midnight shift shall receive premium pay at a rate of six percent (6%) of their base hourly wage.

B. While shift premium was established for the classifications of Correction Officer Leader, Correction Officer and Matron during the term of the 1989-91 Agreement, the implementation of shift premium for these classifications shall become effective March 1, 1992 as follows:

1. Effective March 1, 1992, eligible Employees working the afternoon shift shall receive a \$.50 per hour addition to their base hourly wage rate. Eligible Employees working the midnight shift shall receive a \$1.00 per hour addition to their base hourly wage rate. Except for Correction Officer Leaders, who shall be entitled immediately to shift premium upon the effective date, Correction Officers and Matrons must have completed two (2) years in their respective classifications to be eligible for the shift premium.

2. The County and Association agree that the shift premium benefit established under Paragraph B.1. shall not be reopened for negotiation for the period March 1, 1992 through December 31, 1997.

C. For purposes of this Article, the term "afternoon shift" shall mean any shift with a scheduled starting time on or after 2:00 p.m. and before 10:00 p.m. The term "midnight shift" shall mean any shift with a scheduled starting time on or after 10:00 p.m. and before 6:00 a.m.

D. Shift premium shall be paid in accordance with the shift in which an Employee started working. Examples: An Employee who begins on the midnight shift and works over into the day shift would receive midnight shift premium for all hours (see below) including time on the day shift. An Employee who begins on day shift and works over into the afternoon shift would receive no shift premium (see below) for afternoon shift hours; PROVIDED, HOWEVER, if an Employee works four (4) or more hours into another shift, said Employee shall receive the premium (if any) of that succeeding shift. Examples: An Employee working from afternoons four (4) hours into the midnight shift would receive four (4) hours of midnight shift premium. An Employee working from midnights four (4) hours into the day shift would not receive midnight shift premium for the four (4) hours into the day shift.

Shift premium shall be paid only for hours worked, except for compensatory time and funeral leave.

ARTICLE 16

HOLIDAY BENEFITS

A. Employees shall be entitled to holiday pay, compensated in cash, for fifteen and one-half (15 1/2) holidays.* Payment in cash is to be made in December of each year. If an employee works part of the year or receives payment for any of the enumerated holidays currently, compensation in cash shall be adjusted accordingly. Payment shall be based on the salary scale in effect on the date of payment.

The holidays included are:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
Lincoln's Birthday	Day after Thanksgiving
Washington's Birthday	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st
Labor Day	General Election Day *
Columbus Day	Good Friday (1/2 day)

* In those years which contain a General Election Day; General Election Day occurs on the Tuesday following the first Monday of November of even-numbered calendar years. In other years, fourteen and one-half (14 1/2) days.

Employees regularly scheduled to work any or all of the fifteen and one-half (15 1/2) holidays will, in addition to holiday pay, receive a holiday premium rate of time and one-half (1 1/2) for all regular hours worked. The holiday premium rate shall be paid on not later than the end of the second pay period following the pay period in which such holiday premium rate was earned.

B. Employees who are scheduled to work the holiday must work the holiday and the calendar day before or after the holiday, if scheduled, unless excused, in order to qualify for payment. In order to be excused from work for holiday pay purposes, an Employee must secure a medical certificate or written approval by the Sheriff, or designee. The designee referred to shall be the highest ranking officer on each shift. The foregoing excuse provision relating to qualification for holiday pay, shall not apply to employees on sick leave, if such sick leave is in effect prior to the beginning of the current pay period in which the holiday falls. Additionally, the above-enumerated holidays, occurring after one (1) year from date of any incapacitating

injury for which Worker's Compensation benefits are paid, shall not be credited to the Employee, or otherwise qualify the incapacitated Employee for holiday payment, and such disqualification shall continue so long as the incapacity exists.

C. In instances where an employee is declared ineligible for a holiday, the Employee shall be notified in writing, with a copy to the appropriate representative of the Bargaining Unit, that payment for the holiday in question is being denied and the reason for such denial. Notice shall be submitted not later than the end of the next pay period following the pay period in which the holiday in question falls.

D. Holiday pay payments shall be made on December 15th of the current year. If December 15th falls on Saturday or Sunday, payment shall be made on the preceding Friday.

ARTICLE 17

OVERTIME PAY AND PROCEDURE

A. Overtime Pay:

1. Overtime Pay shall be allowed at the rate of time and one-half (1 1/2) for work in excess of eight (8) hours; and, in the case of an emergency occurring at a time other than the normal scheduled shift. This provision does not include, or apply to, off-duty Court appearances by Deputies, which appearances are covered under Article 18.

2. An Employee called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one-half

(1 1/2) and such Employee may, at the discretion of the Shift Commander, be required to perform a minimum of four (4) hours work within his/her classification.

3. Breathalyzer Operators called in for duty to perform breathalyzer tests at times other than their normal, regularly scheduled shift, shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) times their regular, hourly rate.

4. Divers shall receive Eight Dollars (\$8.00) per hour over the regular or overtime hourly rate, as applicable, in increments of one-half (1/2) hours with a two (2) hour minimum while at the scene requiring divers, as authorized by the Sheriff or designee. The Eight Dollars (\$8.00) referred to above will be paid commencing May 1st and ending October 31st of the current year.

Divers shall receive Twelve Dollars (\$12.00) per hour over the regular or overtime hourly rate as applicable, in increments of one-half (1/2) hours with a two (2) hour minimum while at the scene requiring divers as authorized by the Sheriff or designee. The Twelve Dollars (\$12.00) referred to above will be paid commencing November 1st and ending April 30th of the current year.

Control Practice: The Command Officer or the Senior Officer at the scene will record and incorporate in the written complaint report the following information:

- a. Names of Divers.
- b. Time spent by each Diver at the scene.
- c. Time of arrival and termination of diving procedures.
- d. Signature of the Officer relating information in the report.

Participating SCUBA Divers will relate pertinent information in writing on a separate overtime card and have it verified with the initials of a Command Officer with personal knowledge as outlined above.

5. Employees working overtime, call-in time and/or Court time shall have the option of receiving pay at the rate of time and one-half (1 1/2) or receiving compensatory time-off. Employees shall select one (1) of the above options and properly notify the appropriate Command Officer. An Employee who has accrued compensatory time and requests the use of the time, shall be permitted to use the time-off within a reasonable period after making the request; provided, however, that it does not unduly disrupt the operations of the Department. Employees may accumulate up to one hundred (100) hours of compensatory time. Upon termination of employment, an Employee shall be paid for unused compensatory time figured at:

- a. The average regular rate received by such Employee during the last three (3) years of employment; or,
- b. Final regular rate received by such Employee, whichever is higher.

B. General Overtime Procedures:

1. When the Sheriff determines that manpower requirements necessitate overtime work, the assignments for such overtime shall be made in accordance with the provisions of this Article.

2. The Employer shall maintain a record of overtime hours worked as well as a record of overtime opportunities offered to Employees. These records shall be maintained by a Command Officer in the "Overtime Call-In Book". Additionally,

overtime work shall be logged on the "Overtime Board" which shall be maintained by the Association. Overtime hours shall be logged only in units of two (2) hours or more.

3. Employees in the required classifications will be called in for overtime work in order of the least amount of overtime hours worked as recorded on the Overtime Call-In Board; provided, however, that Employees will first be called from the shift in which the overtime is required to be worked; in the event that there are no Employees that desire to work overtime on the shift in which it is required, then Employees on the following shift will be called for the available overtime.

4. When an Employee is given an overtime opportunity and refuses the work, the overtime hours refused shall be counted as overtime worked for the purpose of priority on the Overtime Board; provided, however, said refusal shall be counted as such only in those instances where an Employee has been called in for overtime on the shift that he/she normally works at the time of call-in.

5. In the event an employee is wrongfully passed over in accordance with Paragraph B.3. above for overtime work, said employee will be called in for overtime and be paid time and one-half on a day mutually agreed upon between the employee and Sheriff in an assignment designated within the Sheriff's discretion. The calling in of said employee will not result in the displacement of said employee and/or another employee who would have otherwise been called in for overtime. The calling in of said employee will result in the working of an additional employee rather than a replacement employee.

6. The Employer shall make every attempt to equalize overtime by first offering overtime to the Employee who: (1) has requested overtime, (2) has the least amount of overtime hours charged, and (3) has the highest seniority. All new employees shall start out with the same amount of hours as that Employee having the most charged overtime hours. Employees wishing to work overtime shall indicate their availability twenty-four (24) hours prior to their leave days by signing up in the overtime log. The overtime log will be kept at the Shift Commander's desk. Failure to indicate availability twenty-four (24) hours prior to leave days shall be considered refusal for overtime, and the Employee shall be charged accordingly with the number of hours worked. All requests shall be logged in accordance with the information request in said log book.

ARTICLE 18

COURT TIME

A. Sheriff Department Employees while appearing in Court during off-duty hours shall be paid a minimum of four (4) hours straight pay or time and one-half (1 1/2), whichever is greater, and according to the following provisions:

1. If an Employee appears in Court on the same case running from A.M. to P.M., time shall run continuously (for example, same case 10:00 a.m. to 3:00 p.m. equals five [5] hours at time and one-half [1 1/2]);

2. If an Employee appears in Court on two (2) different cases or more in the A.M. or in the P.M., time shall run continuously (for example, two [2] cases, one [1] at 9:00 a.m. and another at 9:30 a.m., one [1] Court slip-continuous time);

3. If an Employee appears in Court on two (2) different cases or more, one (1) or more in the A.M. and one (1) or more in the P.M., then there shall be two (2) Court slips (for example, 9:00 a.m. case, different case 1:00 p.m.--two [2] Court slips).

B. Stand-By: Sheriff Department Employees, upon being served a Court Appearance Summons for actions taken in the line of duty and which require the presence of the Employee in Court while not on duty, and further being advised not to appear in Court, but to "stand-by" while not on duty, will be paid a two (2) hour salary at their minimum hourly rate; Employees on stand-by over a two (2) hour period will be paid fifty percent (50%) of their hourly rate, total compensation period not to exceed eight (8) hours in any one stand-by day. The following controls shall be followed in order to properly document Court appearances outlined above:

An overtime card shall be used and will include in writing:

1. Identification of Court matter, date, time and Judge;
2. Name and organization of person who advised not to appear in Court and to stand-by;
3. Signature of the person invoking stand-by status, affixed to a brief entry indicating the number of hours of stand-by and such other pertinent data.

C. Witness fees received in Civil Cases while on duty shall be returned to the County General Fund.

ARTICLE 19

ANNUAL LEAVE (VACATION)

A. Every full-time Employee with less than three (3) consecutive years of service shall be entitled to Annual Leave pay of .38 of a day for each completed bi-weekly pay period up to a limit of ten (10) work days annually.

B. Additional Annual Leave shall be paid to every full-time Employee with three (3) or more consecutive years of service according to the following schedule:

<u>Years of Consecutive Service Completed:</u>	<u>Days Earned Per Bi-Weekly Period:</u>	<u>Up to a Maximum of:</u>
3	0.53	14 days
5	0.65	17 days
10	0.73	19 days
13	0.84	22 days
20	0.88	23 days
21	0.92	24 days
22	0.96	25 days
23	1.00	26 days
24	1.038	27 days

C. Leave days may be accumulated to thirty (30) work days, except as hereinafter provided. Employees hired on or after January 1, 1974, may not accumulate Annual Leave days and shall be required to use their accumulated Annual Leave days in the year subsequent to the year earned.

Each Employee's date of hire will be used to determine the "year subsequent" referred to above.

Failure to use accumulated Annual Leave in the year subsequent to the year earned will result in the loss of days accumulated.

If the Sheriff requires the services of Employees referred to herein, and requests an exception to this non accumulation provision, the Sheriff shall submit such request in writing to the Personnel-Labor Relations Director for approval prior to granting the exception. In the event approval is granted, the affected Employees may accumulate their respective Annual Leave days not to exceed thirty (30) work days.

D. Leave Days cannot be used by Employees until they have been on the payroll for six (6) continuous months.

E. Upon termination of employment, an Employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued vacation leave at the rate of pay received by the Employee during the time the leave accrued.

F. Employees who are working as regular Employees, but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.

G. County of Macomb Employees who have been in the Armed Services of the United States under military leave from Macomb County shall, upon reinstatement, if within ninety (90) days following separation from military service, be given a vacation bank at the rate of one (1) day for each month, or part thereof, spent in the Armed Service. Such leave shall not exceed two (2) weeks in any single year, or an accumulated total of twenty-four (24) days.

H. Vacation schedules for Employees of all Departments shall be developed by the Sheriff or designee and must have his/her approval; provided, however, that

Employees shall be granted vacation preference in order of classification seniority subject to the following restrictions:

1. Employees receiving at least twenty (20) leave days annually and/or who have in their Annual Leave Bank sufficient time, shall receive two (2) weeks summer annual leave (April/ September) and two (2) weeks winter annual leave (October/March). Exceptions to the two (2) weeks summer, two (2) weeks winter leave can be made by mutual agreement between the Sheriff and the Association.
2. As of March 1 for summer Annual Leave (April/September), and September 1 for winter Annual Leave (October/March), senior Employees shall not be able to remove the names of less senior Employees from the vacation schedule, unless there is mutual consent among the affected Employees.
3. Split vacations will be granted only when due and proper notification has been given to the Sheriff or designee with his/her approval.
4. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the Employees and the efficient operation of the Department.
5. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Sheriff or designee.

6. When a holiday is observed by an Employee on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one (1) day, continuous with the vacation, except for those Employees receiving Holiday Pay, as outlined in the Holiday Pay provision of this Agreement.
7. Upon direction by their respective supervisor, Employees may be requested to work during periods of Annual Leave and shall receive Annual Leave Pay in lieu of time off and such leave pay shall be deducted from their accumulated Annual Leave Bank. This shall be restricted to a period of one (1) week in any Annual Leave Year.

I. The current number of vacation slots and the procedures for selecting vacations for Deputies, Correction Officer Leaders and Correction Officers, will remain in full force and effect.

ARTICLE 20

SICK LEAVE

A. Every full-time Employee shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two-week pay period of service.

B. Unused Sick Leave may be accumulated to a maximum of one hundred twenty-five (125) work days (1,000 hours).

C. An Employee may utilize Sick Leave allowance for absences:

1. Due to personal illness or physical incapacity caused by factors over which the Employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) Sick Leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the Employee, or of the Employee's current spouse. It shall also include any person who is a member of the Employee's household.
4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
5. Personal Days:
 - a. Employees in the classifications of Dispatcher and Deputy may use two (2) days per year for personal business reasons not to be deducted from Sick Leave allowance. Employees in the classifications of Correction Officer Leader, Correction Officer

and Matron shall receive two (2) personal business days, one (1) day of which shall be deducted from Sick Leave allowance.

- b. Effective January 1, 1992, Correction Officer Leaders, Correction Officers and Matrons may use, in the same manner as Deputies and Dispatchers, two (2) days per year for personal business reasons, neither of which shall be deducted from Sick Leave allowance.
- c. For Christmas Eve (December 24), Christmas Day (December 25), New Year's Eve (December 31), and New Year's Day (January 1), only, the Employer may deny the use of a Personal Day to a Deputy when it would result in more than two (2) Deputies below the minimum complement on that shift; and/or the Employer may deny the use of a Personal Day to a non-deputy member of the Macomb County Professional Deputy Sheriff's Association when it would result in more than two (2) non-deputy employees (i.e., one Correction Officer and one Dispatcher) below the minimum complement on that shift.

The maximum number of hours that can be accumulated in an Employee's Sick Bank has not been increased by the provisions of this Section C5. No time will be credited to an Employee's Sick Bank in excess of the 1,000 hour cap.

D. Any Employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible, and the failure to do so within a reasonable time may be cause for denial of Sick Leave with pay for the period of the absence.

E. The Employee may be required to produce evidence, in the form of a medical certificate or otherwise, of the adequacy of the reason for absence during the time for which Sick Leave is granted.

F. Sick Leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of Sick Leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.

G. Sick Leave shall not accrue during a Leave of Absence Without Pay. Sick Leave time accumulated at the time of commencement of a leave of absence shall, however, be restored upon return to active employment by the Employee, provided the Employee does not exceed the approved length of the leave of absence; otherwise, such accumulated Sick Leave time shall be forfeited.

H. A twelve (12) month Employee who is seriously ill for more than five (5) days while on annual leave may, upon application, have the duration of such illness charged against sick leave reserve, rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the Employee.

I. Employees shall not be entitled to use Sick Leave until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.

ARTICLE 21

ACCUMULATED SICK LEAVE PAYOFF

A. Retirement: An Employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, shall be paid for seventy-five percent (75%) of his/her accumulated and unused Sick Leave at the Employee's then current rate of pay. In case of death, payment upon the same basis shall be made to the deceased Employee's designated life insurance beneficiary.

B. Deferred Retirement: An Employee who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave, computed on the basis of the Employee's salary at termination of employment. This payment shall not be made to the Employee until said Employee begins to receive retirement benefits. If the former Employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the Employee's pension beneficiary.

C. Payoff When There Is No Retirement: An Employee leaving County service after ten (10) years of continuous service, who elects not to receive retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the Employee's salary

at termination of employment, except as hereinafter provided. Employee's hired on or after January 1, 1974, will be ineligible for and will not receive the fifty percent (50%) payment specified in this paragraph.

ARTICLE 22

FUNERAL LEAVE

Upon presentation of proper proof as required by the Employer, such as, but not limited to newspaper death or obituary notices, the following Funeral Leave provisions shall apply:

A. The Employee will be granted three (3) days off with pay due to a death in the Employee's immediate family. Immediate family shall be defined as follows: Natural mother, natural father, current spouse, naturally or legally adopted children of employee or current spouse.

B. The Employee will be granted one (1) day off with pay, not deductible from Sick Leave for the death of one of the following: Mother-in-law, father-in-law, natural brother, natural sister. Upon request, the Employee may use two (2) additional funeral leave days for the death of a relative listed in Paragraph B. These two (2) additional funeral leave days will be chargeable to Sick Leave.

C. The Employee will be granted three (3) funeral leave days chargeable to Sick Leave upon the death of one of the following: Grandparents, grandchildren, nephews, nieces, brothers-in-law, sisters-in-law, daughters-in-law, and sons-in-law of the Employee or the Employee's current spouse.

ARTICLE 23

WORKER'S COMPENSATION

A. The Employer shall provide and assume the premium for Worker's Compensation and Liability Insurance in accordance with the Statute.

B. A County Employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such Employee from performing any available County employment, shall be entitled to disability compensation upon the following basis, and subject to the following provisions:

1. The Employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
2. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
3. Any Employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing, relating to such injury, with the Sheriff or Designee on the day such injury occurs or, if physically unable to do so because of the nature of the injury, then a physician's report in writing relating to such injury shall be filed with the Sheriff or Designee within one (1) week from the date of the injury. The report shall be made upon the form furnished by the County of Macomb, and when received by the Sheriff or Designee, shall be

transmitted forthwith to the office of the Personnel-Labor Relations Director.

4. The Employee shall furnish to the Personnel-Labor Relations Department a written medical certificate which includes a description of the injury and, to the extent medically possible, the period of incapacity, as well as periodic written medical progress reports upon request.
5. Compensation received by an Employee who has incurred bodily injury arising out of and in the course of actual performance of duty, which bodily injury totally incapacitates such Employee from performing any available County Employment, shall be paid on the following basis:

The compensation received by such Employee under the Worker's Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to continue for a period of six (6) months from date of incapacitating injury. At the end of said six (6) month period, the Personnel-Labor Relations Department shall review the disability status of the injured Employee to determine if up to an additional six (6) month extension shall be granted, dependent upon the physical condition and ability of the Employee to perform other available County employment. In no event shall the period for supplementation under this

provision exceed one (1) year from the date of the incapacitating injury. If disability exists at the end of the one (1) year period, the Employee shall seek to become eligible for coverage under the appropriate disability provisions of the Macomb County Employees' Retirement Ordinance. Employees receiving disability compensation hereunder shall continue to accrue Sick Leave days on the same basis as Employees on the active payroll, and such disability sick days compensated for under this paragraph shall not be deducted from the Employee's Sick Leave Bank.

ARTICLE 24

LEAVE OF ABSENCE

- A. A Leave of Absence may be requested in writing for any of the following reasons:
1. Personal illness/injury.
(Personal illness includes a woman's actual, physical inability to work as a result of pregnancy, childbirth, or related medical condition).
 2. Illness/injury in immediate family.
 3. Education.
 4. Military Service.
 5. Personal reason.
- B. General Provisions:
1. A Leave of Absence may be with pay or without pay.

2. Except for personal illness/injury reasons, an Employee absent from work for five (5) or more days shall be required to apply for and submit a request for a Leave of Absence in writing with the required documentation.

3. Failure to report for duty upon expiration of a Leave of Absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the Employee.

4. Waiting periods for Leave of Absence eligibility are as follows:

a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:

- Illness/injury in immediate family.
- Education.
- Personal reason.
- Personal illness/injury.

b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:

- Military Service
- An illness/injury for which an Employee is eligible for and receiving Workers' Compensation benefits.

5. Duration of Leaves of Absence:

a. An approved Leave of Absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions for up to six (6) months granted:

- Personal illness/injury.
- Education.

b. All requirements for all such requested extensions must be fulfilled. Such extensions shall be granted or denied in writing. The total aggregate time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.

6. The Sheriff and the Director of Personnel-Labor Relations shall approve or disapprove all requests for Leaves of Absence, except for Workers' Compensation claims which shall be governed by applicable Statutes.

7. The practice shall continue that an Employee on a Leave of Absence without pay shall not accrue benefits during the period of said Leave.

C. Types of Leave of Absence:

1. Personal Illness/Injury:

- a. If an Employee's absence from work will result in the depletion of the Employee's Sick Leave Bank, the Employee must apply for a Leave of Absence without pay. Said application shall be made before the depletion of the Sick Leave Bank occurs. The Employer is to be given as much advance notice as possible.
- b. All requests for a Personal Illness/ Injury Leave of Absence must be submitted in writing to the Sheriff or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
- c. The written request for a Leave of Absence must be accompanied by a physician's statement which includes the following information:
 - (1) General nature of personal illness/ injury;
 - (2) Dates of incapacity;
 - (3) Anticipated date of return to work;
 - (4) Physician's signature;
 - (5) Physician's name, address and telephone number.
- d. A request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original Leave of Absence. The request for an extension must be accompanied by a physician's statement which includes the information in Paragraph C.1.c. of this Article.

- e. The Employer may exercise the right to have the Employee examined by a physician selected by the Employer before approving and granting such request for Leave of Absence and/or extension at the Employer's expense.
- f. Prior to returning from a Personal Illness/Injury Leave of Absence, the Employee shall submit to the Employer evidence in the form of a medical certificate or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the Employee has the ability to perform normally assigned duties and functions. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.

2. Illness/Injury of a Member of the Employee's Immediate Family:

- a. A Leave of Absence may be requested because of illness/injury suffered by a member of the Employee's immediate family. All requests for this type of Leave of Absence must be submitted in writing to the Sheriff or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
- b. In addition to the written request for a Leave of Absence, a letter from the physician attending the ill/injured member may be required to evaluate the request.

3. Education:

- a. All requests for this type of Leave of Absence shall be submitted in writing to the Sheriff or designee.
- b. All requests for this type of Leave of Absence must be submitted at least thirty (30) days prior to the effective date of Leave.

4. Military:

- a. All requests for this type of Leave of Absence must be submitted in writing to the Sheriff or designee.

- b. All requests for this type of Leave of Absence must be submitted at least thirty (30) days prior to the effective date of Leave.
- c. An Employee while attending, pursuant to governmental orders, the two (2) week National Guard Training is entitled, under Federal Law, to accumulate both Sick and Annual Leave, to accumulate seniority toward longevity, and to accumulate seniority toward retirement.
- d. An Employee who goes on active military duty shall have re-employment rights as provided by State and Federal Statutes.
- e. A probationary Employee who enters the Armed Forces must complete his/her probationary period upon his/her return to County employment, and upon completing said probationary period, will be provided seniority equal to the time spent in the Armed Forces and the time spent in previous County service.

5. Personal Reasons:

- a. All requests for this type of Leave of Absence shall be submitted directly to the Director of Personnel-Labor Relations for approval or disapproval. It shall be the responsibility of the Director of Personnel-Labor Relations to convey the need for such Leave of Absence to the Sheriff who shall also approve or disapprove such request.
- b. All requests for this type of Leave of Absence must normally be submitted at least thirty (30) days prior to the effective date of Leave.

ARTICLE 25

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees:

- a. The Life Insurance provided by the Employer for Employees in the classifications of Deputy, Correction Officer Leader,

Correction Officer, and Matron is \$15,000 death benefit and \$5,000 additional accidental death and/or dismemberment benefit.

- b. The Life Insurance provided by the Employer for Employees in the classification of Dispatcher is \$10,000 death benefit and \$5,000 additional accidental death and/or dismemberment benefit.
- c. Waiting Period: Employees who are eligible for life insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

2. Retirees:

The Employer will provide fully paid life insurance coverage to the Employee only, who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance based upon the following condition and provision:

Employees covered by this Agreement will receive life insurance coverage in the amount of \$1,000.

B. Hospital-Medical Insurance:

1. Active Employees:

The Employer shall provide fully paid Blue Cross/Blue Shield Hospital-Medical coverage, or its substantial equivalence, to all regular Employees and their eligible families on the following basis and coverage:

- a. Comprehensive Hospital, D45NM, MVF-1, ML, PPNV-1, XF-EF Exact Fill, FC, SD, COB-3, SAT-II, SOT-PE (GLE-1), Prescription Drugs \$3.00, PD-MAC, Master Medical Option I, MMC-PD.
- b. The Employer shall pay for the Employee and his/her spouse the full cost of Medicare premiums as required by the Federal

Insurance Contribution Act, a part of the Social Security Program, providing the Employee is on the active payroll and, further, the Employee and his/her spouse has properly applied for and receives such Medicare Coverage.

c. Waiting Period:

Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

d. Effective as soon as possible after December 31, 1991 for employees in the classifications of Deputy and Dispatcher, and effective as soon as possible after ratification of this Agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron, active Employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in the health care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".

e. Effective as soon as possible after December 31, 1991 for employees in the classifications of Deputy and Dispatcher, and effective as soon as possible after ratification of this Agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron, the Employer shall offer active Employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.

f. Effective as soon as possible after December 31, 1991 for employees in the classifications of Deputy and Dispatcher, and effective as soon as possible after ratification of this Agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron, the Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. An Employee, who elects not to enroll in any County-sponsored health care plan (Blue Cross/Blue Shield, Health Maintenance Organization, or Preferred Provider Organization) and whose spouse or parent has coverage provided by another Employer which covers the Employee, shall be paid \$750 each year for every year that the spouse or parent has coverage. Payments of \$375 will be made semi-annually to

each Employee who has not been on any County-sponsored health care program for six (6) months.

Employees shall be required to show proof annually that a spouse or parent has health care coverage that includes the Employee before said Employee will be declared eligible to receive the \$750 annual payment.

Employees, whose spouse's or parents' health care plans cease to cover the Employee shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's or the parents' coverage has ceased. In such cases, the Employee shall be allowed to enroll in a County-sponsored plan at the next billing period.

- g. Effective as soon as possible after December 31, 1991 for employees in the classifications of Deputy and Dispatcher, and effective as soon as possible after ratification of this Agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron, coverage under the Prescription Drug Rider (PDR) will be subject to a \$5.00 co-pay.

2. Retirees:

The Employer will provide fully paid Blue Cross/Blue Shield Hospital-Medical coverage to the Employee and the Employee's spouse for the Employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement. Coverage for the eligible spouse will terminate upon the death of the retiree, unless the retiree elects to exercise a retirement option whereby the eligible, current spouse receives applicable retirement benefits following the death of the retiree.

- b. Coverage shall be limited to Blue Cross/Blue Shield MVF-1, Master Medical with ML Rider, with Employer contribution limited to the following:
- (1) For the current spouse of retirees who retired on or before December 31, 1973, the Employer contribution for the aforementioned coverage will not exceed the present premium cost of the "over 65 supplement". Any increase in premium cost for the aforementioned supplement will be absorbed by the retiree.
 - (2) For the current spouse of the eligible retirees, who retire on or after January 1, 1974, the Employer contribution for the aforementioned coverage will not exceed the present premium cost of either the "over 65 supplement" or the under 65 premium cost. Any increase in premium costs for the aforementioned coverages will be absorbed by the retiree.
- c. Except for the provisions of Section B.2.k. of this Article, effective March 1, 1980, the Employer will provide a \$3.00 Co-Pay fully paid Prescription Drug Rider (PDR) for eligible retirees, who retired on or after December 31, 1973, and for their spouse.
- d. Retired Employees and/or their current spouse, upon reaching age 65, shall apply, if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein, for Employees who retire and/or their current spouse.
- e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, and who are subsequently gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment as hereinafter defined:

Gainful employment is defined as applying to retiree and/or spouse of retiree who are employed subsequent to the Employee's retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.

- f. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse shall, if eligible, apply for and participate in any National Health Insurance Program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.

- g. Spouse Retiree Hospital-Medical Insurance:

Effective January 1, 1983, for Employees retiring after January 1, 1982, the County will pay one hundred percent (100%) of the total premium for Blue Cross/Blue Shield Hospital-Medical insurance for the spouse in accordance with the conditions and provisions set forth in Paragraph B.2.

- h. Effective as soon as possible after December 31, 1991 for employees in the classifications of Deputy and Dispatcher, and effective as soon as possible after ratification of this Agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron, future retirees who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in the Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- i. Effective as soon as possible after December 31, 1991 for employees in the classifications of Deputy and Dispatcher, and effective as soon as possible after ratification of this Agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron, the Employer shall offer future retirees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.

- j. Effective as soon as possible after December 31, 1991 for employees in the classifications of Deputy and Dispatcher, and effective as soon as possible after ratification of this Agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron, the Employer shall begin a program to coordinate and to eliminate overlapping health coverage. A future retiree who elects not to enroll in any County-sponsored health care plan (Blue Cross/Blue Shield, Health Maintenance Organization, or Preferred Provider Organization), and whose spouse has coverage provided by another Employer which covers the retiree, shall be paid \$750 each year for every year that the spouse has coverage. Payments of \$375 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan for six (6) months.

Retirees shall be required to show proof annually that a spouse has health care coverage that includes the retiree before the said retiree will be declared eligible to receive the \$750 annual payment.

Retirees whose spouse's health care plans cease to cover the retiree shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's coverage has ceased. In such cases, the retiree shall be allowed to enroll in a County-sponsored plan at the next billing period.

- k. Effective as soon as possible after December 31, 1991 for employees in the classifications of Deputy and Dispatcher, and effective as soon as possible after ratification of this Agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron, the Prescription Drug Rider (PDR) Co-Pay will increase from \$3.00 to \$5.00 for employees who retire on or after January 1, 1989 and for their current spouse.

3. Health Maintenance Organization:

a. Active Employees:

The Employer will provide a Health Maintenance Organization option for regular Employees covered under this Article,

provided the premium does not exceed the cost of the present insurance.

b. Retirees:

Effective as soon as possible after ratification of this Agreement, the Employer will provide a Health Maintenance Organization option for current and future retirees of the bargaining unit provided the premium does not exceed the cost of the present insurance.

A retiree will have the option of retaining his/her HMO coverage at the time of retirement, or converting from Blue Cross/Blue Shield to HMO coverage during the County's annual open enrollment period.

4. Dental Insurance:

A Dental Insurance Program will provide the following:

a. Employees covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$800 per year, per person, Delta Dental Plan, or its substantial equivalence, with the Employer paying the premium for said coverage.

b. Waiting Period:

Employees who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.

5. Optical Insurance:

An Optical Insurance program will provide the following:

a. Employees covered by this Agreement, and their dependents, will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.

b. Waiting Period:

Employees who are eligible for optical benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

6. Liability Insurance:

The County shall provide for each regular Employee, Bodily Injury and Property Damage Liability Insurance and Personal Injury Insurance, including "false arrest" coverage, for actions taken in the course of and arising out of the lawful performance of duties. The limits of insurance for each occurrence will be \$450,000 in excess of \$50,000 self-insured retention per occurrence with an annual aggregate of \$450,000. The cost of this insurance will be borne by the County.

7. Disability Benefits:

Employees who shall be medically certified as unable to perform their duties, as designated by the Employer, because of the following illnesses or diseases, shall receive compensation of Fifty Dollars (\$50.00) per week for a maximum of fifty-two (52) weeks, based on the conditions specified herein:

SPECIFIC ILLNESS AND/OR DISEASE

Infectious Hepatitis	Smallpox	Spinal Meningitis
Scarlet Fever	Diphtheria	Typhoid
Tetanus	Poliomyelitis	Rabies
Tularemia	(Infantile paralysis)	Encephalitis

The conditions under which specified weekly payments shall be made are:

- a. The afflicted Employee shall be declared ineligible for applicable Workers' Compensation Benefits as prescribed by the Workers' Compensation Act of the State of Michigan.

- b. The afflicted Employee shall have exhausted his/her sick leave and annual leave bank in accordance with the provisions of the Annual Leave and Sick Leave Articles.
- c. The afflicted Employee is not receiving any other form of County Compensation other than applicable fringe benefits.

8. Long Term Disability:

Employees covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.

9. Substantial Equivalence:

Determination of "substantial equivalency", and/or "substantial equivalence" as expressed throughout this Article shall be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.

ARTICLE 26

RETIREMENT BENEFITS

A. The Employer shall continue the benefits as provided under the presently constituted Macomb County Employees' Retirement Ordinance, except as otherwise modified by the provisions of this Retirement Benefits Article.

B. Employees in the classifications of Deputy, Matron, Correction Officer Leader and Correction Officer shall contribute three percent (3%) of their compensation to the retirement system.

Effective January 1, 1985, employees in the classification of Dispatcher shall contribute one and seven-tenths percent (1.7%) of their compensation to the

retirement system. Effective December 31, 1991, employees in the classification of Dispatcher shall contribute two and one-half percent (2.5%) of their compensation to the retirement system.

C. Deputy: Deputies who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:

1. A straight life retirement allowance consisting of:
 - a. An employee pension which shall be the actuarial equivalent of the accumulated contributions standing to the employee's credit in his/her savings fund at the time of retirement; and
 - b. A County pension which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited service multiplied by the sum of 2.25% of the employee's final average compensation for the first twenty-six (26) years and one percent (1%) for each year thereafter. In no case shall the employee's County pension exceed 65% of the employee's final average compensation.
2. The final average compensation used for calculating pension benefits for Deputies shall be based on the average of an employee's three (3) highest consecutive years of compensation out of the last ten (10) years of service.
3. Deputies who have attained the age of fifty (50) years and have twenty-five (25) or more years of credited service, or have attained the age of sixty (60) years and have eight (8) or more years of credited service, may retire upon written application filed with the Macomb County Employees' Retirement Commission, setting forth at what time, not less

than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, the employee desires to be retired. Upon retirement, the employee shall receive a retirement allowance as provided in Section 22 of the Macomb County Employees' Retirement Ordinance, and the provisions of this Article.

4. Survivor Benefit: Effective December 31, 1991, a Deputy who continues in the employ of the County for more than ten (10) years and has not nominated a beneficiary as provided in the Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age sixty (60) years, (2) elected Option A in Section 26 of the Retirement Ordinance, and (3) nominated his/her spouse as beneficiary.
5. Annuity Withdrawal: Effective January 1, 1984, any member employed by the Macomb County Sheriff's Department in the classification of Deputy, Medical Correction Officer, Correction Officer and Matron, who retires on or after January 1, 1984, pursuant to Sections 24, 25 or 31 of this Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees

Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in this Section 26.

D. Correction Officer Leader, Correction Officer and Matron: Correction Officer Leaders, Correction Officers and Matrons who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:

1. A straight life retirement allowance consisting of:
 - a. An employee pension which shall be the actuarial equivalent of the accumulated contributions standing to the employee's credit in his/her savings fund at the time of retirement; and
 - b. A County pension which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited service multiplied by the sum of 2.25% of the employee's final average compensation for the first twenty-six (26) years and one percent (1%) for each

year thereafter. In no case shall the employee's County pension exceed 65% of the employee's final average compensation.

2. The final average compensation used for calculating pension benefits for Correction Officer Leaders, Correction Officers and Matrons shall be based on the average of an employee's five (5) highest consecutive years of compensation out of the last ten (10) years of service.
3. Correction Officer Leaders, Correction Officers and Matrons who have attained the age of fifty (50) years and have twenty-five (25) or more years of credited service, or have attained the age of sixty (60) years and have eight (8) or more years of credited service, may retire upon written application filed with the Macomb County Employees' Retirement Commission, setting forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, the employee desires to be retired. Upon retirement, the employee shall receive a retirement allowance as provided in Section 22 of the Macomb County Employees' Retirement Ordinance, and the provisions of this Article.
4. Annuity Withdrawal: Effective January 1, 1984, any member employed by the Macomb County Sheriff's Department in the classification of Deputy, Medical Correction Officer, Correction Officer and Matron, who retires on or after January 1, 1984, pursuant to Sections 24, 25 or 31 of this Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including

interest as defined in the Macomb County Employees Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in this Section 26.

E. Dispatcher: Dispatchers who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:

1. A straight life retirement allowance consisting of:
 - a. An employee pension which shall be the actuarial equivalent of the accumulated contributions standing to the employee's credit in his/her savings fund at the time of retirement; and
 - b. A County pension which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of the employee's credited service multiplied by the sum of 2.10% of the employee's final average compensation. In no case shall the employee's County pension exceed 63% of the employee's final average compensation.

2. The final average compensation used for calculating pension benefits for Dispatchers shall be based on the average of an employee's five (5) highest consecutive years of compensation out of the last ten (10) years of service.
3. Dispatchers who have attained the age of fifty-five (55) years and have twenty-five (25) or more years of credited service, or have attained the age of sixty (60) years and have eight (8) or more years of credited service, may retire upon written application filed with the Macomb County Employees' Retirement Commission, setting forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, the employee desires to be retired. Upon retirement, the employee shall receive a retirement allowance as provided in Section 22 of the Macomb County Employees' Retirement Ordinance, and the provisions of this Article.
4. Survivor Benefit: Effective December 31, 1991, a Dispatcher who continues in the employ of the County for more than ten (10) years and has not nominated a beneficiary as provided in the Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age sixty (60) years, (2) elected

Option A in Section 26 of the Retirement Ordinance, and (3) nominated his/her spouse as beneficiary.

ARTICLE 27

LONGEVITY

A. The Employer shall pay additional compensation to Employees having a record of long and continuous employment with the County. The additional compensation is intended to encourage continuous employment with the County and, further, to recognize the value of the experience gained by such service.

B. All Employees represented by the Association shall be entitled to longevity compensation as hereinafter provided.

C. The basis of longevity compensation is as follows:

1. Employees who, on or before October 31st of any year, have completed five (5) full years of continuous employment shall be entitled to longevity compensation, except as the following prorated formula shall apply:

Employees who complete at least five (5) full years of continuous employment during the months of November and December, only, of any year, shall receive a prorated share of longevity as follows:

November 01 through November 15 --- 95%
November 16 through November 30 --- 90%
December 01 through December 15 --- 85%
December 16 through December 31 --- 80%

The longevity schedule of payments and provisions remain unchanged, except as amended above.

2. Continuous employment for the purpose of this Article shall not be considered as interrupted when absences arise from paid vacations, paid sick leave, paid Workers' Compensation (not to exceed one [1] year), or "Leave of Absence" authorized by the Sheriff and approved by the Personnel-Labor Relations Director; provided, such "Leave of Absence" periods shall not be considered in the computation of years of service for longevity compensation.

3. The compensation used as the basis for the computation of longevity shall be based on a rate of the Employee's annual salary not exceeding \$20,000 (\$15,000 for Dispatchers only) paid to such Employee as of October 31st, provided such Employee is qualified as to length of service as per Paragraph C.1., above.

Effective for the November 1, 1990-October 31, 1991 eligibility period and thereafter, the longevity computation for Deputies and Dispatchers shall be based on the Employee's annual salary, not to exceed \$25,000.

Effective November 1, 1991, the base for the calculation of longevity for Correction Officer Leaders, Correction Officers and Matrons shall be increased from \$20,000 to \$25,000.

The compensation to be used for computation purposes for a part-time Employee entering upon full-time employment shall be the average compensation received by such Employee in the previous five (5) years of employment until such time as five (5) years of full employment is attained.

4. The following schedules of payment shall apply:

a. Deputy:

<u>Step</u>	<u>Continuous Years of Service</u>	<u>Percent Used, but on Base not in excess of \$20,000 through 1990; \$ 25,000 for 1991</u>
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

b. Correction Officer Leader, Correction Officer, Matron:

<u>Step</u>	<u>Continuous Years of Service</u>	<u>Percent Used, but on Base not in excess of \$20,000 through 1991; \$ 25,000 for 1992</u>
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

c. Dispatcher:

<u>Step</u>	<u>Continuous Years of Service</u>	<u>Percent Used, but on Base not in excess of \$15,000 through 1990; \$ 25,000 for 1991</u>
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

D. Proration of longevity payments for Employees retiring or deceased during any year prior to October 31st will be as follows:

1. Employees who qualify will receive one-twelfth (1/12) of the applicable amounts as provided for in the Longevity Compensation Schedule of payment formula for each complete calendar year of service, from the preceding November 1st to the calendar month in which termination takes place. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.

2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to any longevity payments for the year of leaving, nor for any portion thereof.

3. An approved Leave of Absence Without Pay for reasons of personal illness/injury shall qualify an Employee for a prorated longevity payment at the same time that other Employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in the immediate family, education, military service or personal reasons will be required to return to active employment from said Leave to qualify for a prorated longevity payment.

4. Employees leaving the employ of the County by reason of retirement and receiving benefits under the Macomb County Employees' Retirement Ordinance or by reason of death from any cause shall be entitled to and receive a longevity payment upon a prorated basis for that portion of the year employed, regardless of date of termination of employment.

5. Employees who are required to terminate their employment with the County pursuant to Section 22 of the Macomb County Employees' Retirement Ordinance will receive prorated longevity compensation in accordance with the proration formula.

E. Military Service time will be included as continuous service time in the computation of future longevity payments provided the Employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.

F. Longevity Compensation shall be a separate and distinct annual payment to those eligible Employees, but shall be considered a part of the regular compensation and, as such, subject to withholding tax, Social Security, retirement deductions, and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.

G. Payments to Employees eligible as of October 31st of any year shall be due on December 10th following. The annual period covered in the computation of longevity shall be from November 1 of each year through and including October 31st of the following year.

ARTICLE 28

MANAGEMENT RIGHTS

A. The Association recognizes the Employer's right to manage its affairs and direct its work force.

B. The Association agrees that its members will not engage in activities during working hours that may detract from their productivity.

ARTICLE 29

JURY DUTY

An Employee who serves on jury duty will be paid the difference between the pay for jury duty and the Employee's regular pay.

ARTICLE 30

SPECIAL CONFERENCES

Special conferences, mutually agreed upon for important matters, will be arranged between the Union representative and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the Agenda. The members of the Union shall not lose time or pay for time spent in such special conferences.

ARTICLE 31

HAZARD PAY

A. A subsidy, as provided below, will be paid Employees in the classification of Deputy. This subsidy shall not be considered, nor construed, as salary or wages for personal services rendered by Deputies.

B. Employees in the classification of Deputy will receive the sum of Four Hundred Twenty Dollars (\$420.00) annually. This amount shall be paid semi-annually as follows:

July 1	Three Hundred Dollars (\$300.00)
December 31	One Hundred Twenty Dollars (\$120.00)

C. Employees in the classification of Deputy will receive a minimum of fifty (50) rounds of practice ammunition each year. Distribution and control of the ammunition will be under the jurisdiction of the Sheriff.

D. Hazard Pay is earned at the rate of One Dollar and fifteen cents (\$1.15) per calendar day. When an Employee first becomes a Deputy or leaves employment for any reason, an adjustment shall be made to or from the semi-annual payment described in Paragraph B above, consistent with the daily rate for hazard pay.

ARTICLE 32

UNION BULLETIN BOARDS

A. The Employer shall permit the Union to place Union bulletin boards in the following locations:

Marine Patrol Boathouse, Maximum Security Floors,
Station 3, Rehabilitation Center, Main Jail

B. Union bulletin boards shall be kept under lock and key and may be used by the Association for purposes of Union business only. Said bulletin boards shall not be used by the Association to disseminate propaganda, or the posting of non-Union political matters.

ARTICLE 33

EDUCATION ALLOWANCE

A. The Employer and Association maintain that it is in the best interest of the public and the Sheriff's Department to encourage and promote higher education in those academic areas which benefit law enforcement Employees in the performance of their duties. Accordingly, the parties agree to provide a mutually acceptable and comprehensive list of law enforcement college level credits and/or degrees or certificates, the completion of which shall qualify an Employee for an education allowance. The list shall contain courses offered by nationally accredited colleges and universities, with the express understanding that Employees must carry a minimum of a 2.00 GPA in order to qualify for the benefit contained in this Article.

B. All eligible Employees who desire to qualify for the Education Allowance shall have semi-annual opportunities to do so on January 15 and July 1 by submitting authorized college and/or university transcripts to the Personnel-Labor Relations Department at least ten (10) days prior to the qualification dates. An Employee may request that the ten (10) day requirement be waived.

C. Upon receipt of evidence that an Employee qualifies for the Education Allowance, the Personnel-Labor Relations Department shall give notice to the Director of Finance of the Employee's right to receive the allowance. Where applications are timely under Paragraph B, payments shall be made to all qualified Employees commencing with the January 15 or July 1 qualification date.

D. Employees in the classifications of Deputy, Correction Officer Leader, Correction Officer and Matron shall be eligible to qualify for all the amount levels of the Education Allowance.

Effective December 31, 1991, Dispatchers are eligible to qualify for the Certificate and Associate Degree amount levels, only, of the Education Allowance.

The following amounts will be added into the eligible employee's base rate of pay upon qualification for the appropriate Education Allowance:

Amount Level:

\$150 for Certificate, or 30 semester credits, or 45 quarter credits

\$250 for Associate Degree, or 60 semester credits, or 90 quarter credits

\$500 for Bachelor's Degree

\$800 for Master's Degree

ARTICLE 34

AIR-CONDITIONED VEHICLES

All Sheriff Department automobiles primarily utilized by Bargaining Unit members in pursuit of their assigned duties will be equipped with air conditioning.

ARTICLE 35

UNIFORM ALLOWANCE

A. Deputies will receive an annual uniform allowance of Six Hundred Forty-Five Dollars (\$645.00) to be paid as follows:

- January 1 Three Hundred Twenty-Five Dollars (\$325.00), cash
- July 1 Three Hundred Twenty Dollars (\$320.00), cash

B. Newly appointed Deputies shall receive the entire annual uniform allowance of Six Hundred Forty-Five Dollars (645.00) in a lump sum upon appointment as a Deputy.

C. Correction Officer Leaders, Correction Officers and Matrons will receive an annual uniform allowance of Five Hundred Dollars (\$500.00) to be paid as follows:

- January 1 Two Hundred Fifty Dollars (\$250.00), cash
- July 1 Two Hundred Fifty Dollars (\$250.00), cash

D. When an Employee voluntarily or involuntarily discontinues employment, the Employee shall be entitled to only a proportionate share of the annual uniform allowance equal to the ratio between the number of days employed to three hundred sixty-five (365); the Employer reserves the right to recover any excess uniform allowance payments made to an Employee from said Employee's other benefits which are maintained by the County.

E. Employees will be permitted to purchase uniforms and equipment at the establishment of their choice; provided, however, that the items purchased must strictly comply with the specifications set forth by the Macomb County Sheriff's Department. The purchase and use of any item which deviates from Department specifications shall be made at the Employee's personal cost and risk of Department disciplinary action.

F. Dispatchers, upon entering into the Department, shall be allocated the following clothing:

- four (4) pairs of uniform slacks;
- four (4) short-sleeve uniform shirts;
- four (4) long-sleeve uniform shirts;
- three (3) neckties.

Dispatchers will receive replacement of the above items as determined by the Sheriff or his designated agent.

ARTICLE 36

CLEANING AND LAUNDRY

A. Deputies, Matrons, Correction Officer Leaders and Correction Officers shall be eligible for dry cleaning and/or laundry according to the following provisions:

Uniforms and other attire as required by Department regulations, personally owned, shall be taken to a designated commercial

establishment for cleaning, at the Employer's expense. The items covered include:

Uniform Personnel -- Uniform coats, trousers, shirts, ties and caps.

Non-Uniform Personnel -- Outer coats, sport coats, suits, trousers, shirts and ties.

B. Dispatchers shall be eligible for dry cleaning and/or laundry at a designated commercial establishment, except that the expense will be limited to the following:

Three (3) pairs of uniform trousers per week.

Four (4) uniform shirts per week.

ARTICLE 37

MATRON DUTY

A. Dispatchers who are assigned to Matron Duty during their regularly assigned working hours will receive their regular hourly rate or the minimum Matron hourly rate of pay, whichever sum is greater.

B. The aforesaid Employees who are assigned to Matron duty outside their regularly assigned working hours will receive their regular pay at one and one-half (1½) times or one and one-half (1½) times the minimum Matron hourly rate, whichever is greater.

ARTICLE 38

CORRECTION OFFICER/MATRONS PERSONAL SAFETY

Corrections personnel shall not be required to guard and/or transport prisoners outside the confines of the County Jail. Notwithstanding this provision, female Corrections personnel, and/or Matrons, shall be permitted to escort female prisoners outside the confines of the County Jail, when accompanied by a Deputy Sheriff.

ARTICLE 39

DRUG AND ALCOHOL TESTING

- A. The parties agree that all drug or alcohol testing of bargaining unit members only shall be conducted in accordance with State and Federal law and the provisions of this Article.
- B. All drug testing shall be performed by an independent medical laboratory through use of the urine sample screening procedure. All tests shall be conducted according to established professional standards. Measures shall be adopted to ensure accuracy, verification and maintenance of the proper chain of evidence. All samples which test positive shall be subject to the Chromatography/Mass Spectrometry (GC/MS) technique. A superior state of the art technique, upon mutual agreement of the parties, may be substituted for GC/MS.
- C. Any departmental action which results from the use of, participation with, or testing for alcohol and/or drugs shall be subject to the "just cause" provision of this Agreement.

D. All test results shall be confidential. Test results will be used solely and exclusively for internal departmental purposes, and shall not be provided to subsequent and/or potential employers or utilized in any criminal prosecution.

E. Refer to Appendix "C" for Letter Of Understanding relative to Alcohol and Drug Rehabilitation.

ARTICLE 40

WAGES

A. Wages received by members of the Bargaining Unit shall be in accordance with the salary schedule affixed hereto as Appendix "A".

B. Retroactivity of Wages:

1. Deputy:

1989 Wage Increase: 5.0%, effective January 1, 1989

1990 Wage Increase: 5.0%, effective January 1, 1990

1991 Wage Increase: 4.0%, effective January 1, 1991

2. Dispatcher:

1989 Wage Increase: \$2,000, plus 5.0%, effective January 1, 1989

1990 Wage Increase: 5.0%, effective January 1, 1990

1991 Wage Increase: 4.0%, effective January 1, 1991

3. Correction Officer and Matron:

1989 Wage Increase: 5.0%, effective January 1, 1989

1990 Wage Increase: 5.0%, effective January 1, 1990

1991 Wage Increase: 4.19%, effective January 1, 1991. The actual 1991 wage schedule, however, shall be based on a percentage increase of 4.00%

4. Correction Officer Leader:

1989 Wage: \$1,000 above Correction Officer/ Matron maximum

1990 Wage: \$1,000 above Correction Officer/ Matron maximum

1991 Wage: \$1,000 above Correction Officer/ Matron maximum

C. For persons hired or promoted to the classifications of Correction Officer or Matron after February 20, 1992, entry level pay shall be reduced from 88.5% of maximum pay to 70% of maximum pay. Additionally, the time period required to progress from entry level pay to maximum pay shall be extended from thirty-six (36) months to forty-eight (48) months. Additionally, increment steps from entry level to maximum shall be equalized.

The parties further agree not to reopen negotiations on the entry level/maximum pay ratio, the steps or length of time to reach maximum pay as it pertains to Correction Officers and Matrons hired after February 20, 1992 through the period ending December 31, 1997.

ARTICLE 41

LAYOFF/RECALL

Layoffs and/or recall of Employees covered by this Agreement shall be effectuated in accordance with the provisions of Act 298 of the Public Acts of 1966, as amended.

ARTICLE 42

PROMOTIONS

A. Notwithstanding the provisions of Act 298 of the Public Acts of 1966, being MCLA 51.351, et. seq., the parties hereto in pursuance of their collective bargaining rights and obligations under the Public Employees' Relations Act, being MCLA 423.201, et. seq., agree that promotions to the rank of Correction Officer Leader, Correction Officer Supervisor, Deputy and Corporal in the Macomb County Sheriff's Department shall be made in accordance with this Article.

B. Assuming an otherwise continuing "adequate performance evaluation", Deputies who pass seventy percent (70%) of the Corporal promotion examination in total, shall be deemed to have continuing eligibility for promotion to Corporal without the necessity of passing subsequent Corporal promotion examinations. Such Deputy shall be placed on a permanent Corporal promotion eligibility list from which the Sheriff shall make selection as provided herein.

C. Eligibility for the Deputy examination shall be limited to Macomb County Sheriff's Department Employees who have completed at least one (1) year of service in the Department prior to the date that the written examination is given; provided, however, that such Employee meets the Minimum Employment Standards as established by the Michigan Law Enforcement Officers Training Council and/or by the Macomb County Sheriff's Civil Service Commission requirements.

D. Assuming an otherwise continuing "adequate performance evaluation", Employees who pass seventy percent (70%) of the total Deputy examination shall be

deemed to have continuing eligibility for appointment to Deputy without the necessity of passing the Deputy examination again. Such Employees shall be placed on a permanent Deputy promotion eligibility list from which the Sheriff shall make selection as provided herein.

E. Appointment for Deputy may only be made from selection on the permanent or current Deputy eligibility list, except in a subcontracting situation where mutually agreeable arrangements are made between the Civil Service Commission, the County of Macomb and the Macomb County Professional Deputy Sheriff's Association.

F. Matrons and Correction Officers who reach maximum pay and are on the Deputy eligibility list, and who otherwise maintain an "adequate performance evaluation", shall have their annual pay scale increased to One Dollar (\$1.00) less than the minimum Deputy wage. In no event, however, shall this pay adjustment result in a reduction of pay for Matrons or Correction Officers.

G. Correction Officer Leader, Correction Officer Supervisor, Deputy and Corporal examinations shall consist of the following components which shall be scored and weighted as follows:

1. Written - 50% (pts.) - (job related test)
2. Inside oral - 9% (pts.) - (job related test)
3. Performance evaluation - 5% (pts.) - (ongoing objective performance standards)
4. Outside oral - 20% (pts.) - (determine promotionability)
5. Seniority up to - 10% (pts.) - .5 point (1/2) for each year of service in the Sheriff's Department (maximum of 10 points).

6. Education up to - 6% (pts.)

- Certificate - 1% (pts.)
- Associate - 3% (pts.)
- Bachelor's - 5% (pts.)
- Master's - 6% (pts.)

These are non-cumulative.

H. The parties recognize that the form, substance and procedures of each part of the Correction Officer Leader, Correction Officer Supervisor, Deputy and Corporal promotion examinations shall be negotiated between the parties, which shall then be administered by the Macomb County Sheriff's Department Civil Service Commission. This shall include, but not be limited to, examination type, author, materials, composition, objective and sources. The written examination shall be based upon a comprehensive and professionally developed job analysis.

I. Correction Officer Leader, Correction Officer Supervisor, Deputy and Corporal vacancies shall be filled by the Sheriff as follows:

1. First vacancy shall be selected by the Sheriff from among eligibles on the permanent list as provided in Paragraphs A, B, C, D and E above or from among those qualifying on the current eligibility list.
2. Second vacancy shall be selected by the Sheriff from among the top three (3) composite scorers on the current eligibility list only.
3. Third vacancy shall be filled in the same manner as first vacancy.
4. Fourth vacancy shall be filled in the same manner as second vacancy.

5. Subsequent odd numbered vacancies shall be filled in the same manner as the first vacancy; subsequent even numbered vacancies shall be filled in the same manner as the second vacancy. This process shall continue until the current eligibility list expires. Upon issuance of the new eligibility list, the first vacancy shall be filled as provided in 1 above.
 6. After Macomb County Sheriff Department Employees are selected, as provided herein, to attend the Police Academy in order to become Deputies, Academy graduates shall receive actual appointment to the rank of Deputy in order of performance achieved at the Police Academy.
- J. Test results shall be posted by name of examinee in order of overall score. Actual scores shall not be posted, only the names of those receiving a passing grade (70% or over), in order of achievement shall be posted.

ARTICLE 43

SAVINGS CLAUSE

The parties hereto realize that certain Court decisions or change in legislation during the term of this Agreement may make certain portions of said Agreement invalid and/or illegal. In that case, it is the intent of the parties hereto that only that provision which is inconsistent with the law or legislation is invalid and the remaining portion of this Agreement shall remain in full force and effect.

ARTICLE 44

STATUTORY RIGHTS AND RESPONSIBILITIES

The parties hereto agree that this Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County Official from fulfilling or carrying out the Statutory or Constitutional duties of his/her office; provided, however, that the foregoing shall not be construed to diminish, impede, or abrogate the responsibilities, duties and obligations of the Employer as provided by the Public Employment Relations Act, as well as other applicable statutes and case law.

ARTICLE 45³

TRAINING TIME

With regard to off-duty training programs designated by the Sheriff, employees in the classifications of Deputy and Dispatcher will donate one (1) hour of training time for every unit of three (3) hours of training time they receive. In this regard, it is understood that if an employee receives a unit of four (4) hours of training under the terms herein, said employee will receive three (3) hours of straight pay for such training; any portion of less than a unit of four (4) hours training time shall be paid as straight time. Effective December 31, 1991, the above provisions shall be modified

³ Pursuant to a Settlement Agreement entered into on February 20, 1992, the parties agreed to remove the Training Time provisions from this labor agreement for employees in the classifications of Correction Officer Leader, Correction Officer and Matron.

to provide that nothing herein shall be deemed to relieve the Employer of the obligation to pay overtime if required by the Fair Labor Standards Act and applicable federal regulations.

ARTICLE 46

TERMINATION AND/OR MODIFICATION

A. This Agreement shall be and continue in full force and effect until December 31, 1991.

B. If either party desires to terminate and/or modify this Agreement, it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination and/or modification. If neither party gives notice of termination, or notice of amendment as hereinafter provided, or if each party giving notice of termination and/or modification withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination and/or modification by either party on one hundred twenty (120) days written notice prior to the current year's termination date.

IN WITNESS WHEREOF, the County of Macomb, a Municipal Corporation of the State of Michigan, has caused the foregoing Agreement to be executed by the Chairman of the Macomb County Board of Commissioners and by the County Clerk of the County of Macomb as directed and authorized by the Macomb County Board of Commissioners, and the Macomb County Professional Deputy Sheriff's Association has caused the foregoing Agreement to be executed by its duly constituted officers, the parties having signed the Agreement on the 11th day of March, 1993.

MACOMB COUNTY PROFESSIONAL
DEPUTY SHERIFF'S ASSOCIATION

COUNTY OF MACOMB
A Municipal Corporation
of the State of Michigan

James E. Hall PRESIDENT

William M. Zouch

[Signature] TREASURER

[Signature] SECRETARY

[Signature]

Jan R. Anderson
Attorney for Association

APPENDIX "A"

WAGE SCHEDULE

DEPUTY

	<u>1/1/89</u>	<u>1/1/90</u>	<u>1/1/91</u>
Start	26,345.36	27,662.63	28,769.13
6 Mos	27,254.66	28,617.39	29,762.09
12 Mos	28,163.96	29,572.16	30,755.05
18 Mos	29,073.26	30,526.92	31,748.00
24 Mos	29,982.56	31,481.69	32,740.96
30 Mos	30,891.86	32,436.45	33,733.91
36 Mos	31,801.16	33,391.22	34,726.87
42 Mos	32,710.46	34,345.98	35,719.82
48 Mos	33,622.82	35,303.96	36,716.12

CORRECTION OFFICER LEADER

	<u>1/1/89</u>	<u>1/1/90</u>	<u>1/1/91</u>
	28,300.00	29,665.00	30,811.60

CORRECTION OFFICER/MATRON

	<u>1/1/89</u>	<u>1/1/90</u>	<u>1/1/91</u>
Start	24,160.51	25,368.54	26,383.28
6 Mos	24,683.84	25,918.03	26,954.75
12 Mos	25,207.17	26,467.53	27,526.23
18 Mos	25,730.50	27,017.03	28,097.71
24 Mos	26,253.83	27,566.52	28,669.19
30 Mos	26,777.15	28,116.01	29,240.65
36 Mos	27,300.00	28,665.00	29,811.60

DISPATCHER

	<u>1/1/89</u>	<u>1/1/90</u>	<u>1/1/91</u>
Start	21,763.40	22,851.57	23,765.64
6 Mos	22,311.50	23,427.08	24,364.16
12 Mos	22,859.60	24,002.58	24,962.69
18 Mos	23,407.94	24,578.34	25,561.47

APPENDIX "B"

LETTER OF UNDERSTANDING

Between
THE COUNTY OF MACOMB
and
MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION
Representing MACOMB COUNTY SHERIFF DEPARTMENT

WEAPONS

The Sheriff shall continue to cooperate and assist law enforcement officers in purchasing weapons by permitting said officers to utilize Macomb County Sheriff's Department letterhead stationery in ordering weapons in accordance with the following form:

To Whom It May Concern:

Please be advised that _____ (name) is a _____ (title) employed by the Macomb County Sheriff's Department, 43565 Elizabeth Road, Mt. Clemens, Michigan, 48043, and is authorized to purchase weapon(s) described below.

Make: _____ Model: _____

Your cooperation in this matter is appreciated.

Sheriff, Macomb County, MI

APPENDIX "C"

LETTER OF UNDERSTANDING

Between
THE COUNTY OF MACOMB
and
MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION

ALCOHOL AND DRUG REHABILITATION

In connection with the recently adopted Alcohol and Drug Testing Article of the Labor Agreement, it is understood that Employees testing positive for alcohol or drug use may be subject to discipline up to and including discharge, subject to the "just cause" provision of the Agreement.

In a circumstance where an Employee tests "positive" under conditions where:


- the Employee has a good work record;
- there is no evidence of any other illegal conduct other than use (such as unlawful selling and/or distribution);
- there is no prior record of use;
- the Employee has no prior criminal record;
- the Employee's disciplinary record is not substantial;

the Employer, consistent with "just cause", may at its sole discretion consider a program of rehabilitation.

MACOMB COUNTY PROFESSIONAL
DEPUTY SHERIFF'S ASSOCIATION

COUNTY OF MACOMB

 Timothy E. Hall PRESIDENT

 William M. Brock

The Parties entered into this Letter of Understanding on August 1, 1989. It became effective for Deputies and Dispatchers on February 21, 1992, and for Correction Officer Leaders, Correction Officers and Matrons on February 20, 1992.

