

December 31, 1975

ARTICLE I. AGREEMENT

Section 1.

This instrument represents two separate Agreements entered into between the COUNTY OF SAGINAW, hereinafter called "County", and the DEPUTY SHERIFFS ASSOCIATION OF SAGINAW COUNTY, hereinafter called "Association", and between the SAGINAW COUNTY SHERIFF, hereinafter called "Sheriff", and the DEPUTY SHERIFFS ASSOCIATION OF SAGINAW COUNTY hereinafter called "Association".

Section 2.

The County and the Sheriff each separately agree with the Association this 14th day of February, 1974, for and in consideration of the mutual promises each respectively made by and with the Association. In construing this instrument, it is intended no agreement as between the County and the Sheriff and all provisions represent agreement between the specific party agreeing and the Association.

Section 3.

It is agreed by the Association that the County and the Sheriff respectively retain and reserve unto themselves, without limitation, all the powers, rights, authority and duties conferred upon them by the laws and the Constitution of the State of Michigan. There shall be no implied dilution of the powers conferred upon the County and the Sheriff by law.

Section 4.

The Association agrees that existing rules, regulations, and procedures as provided for in the County Working Policy, as amended, and departmental rules established by the Sheriff, shall remain in force throughout the duration of this Agreement, subject to the established procedures for changing or modifying these various rules, regulations and procedures, except as modified or controlled by the provisions of this Agreement. The Sheriff retains all right and authority to manage and direct his employees. The Association

Saginaw County

County Controller  
Court House  
Saginaw, Michigan  
48602

acknowledges the right of the County to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement, provided they are not in conflict with rules promulgated by the Sheriff as provided herein above.

Section 5.

The parties hereto have entered into this Agreement to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the County and the Association, and between the Sheriff and the Association, in the best interests of the community; and to provide an orderly and equitable means of resolving future differences between the parties.

ARTICLE II. REGOGNITION

Section 1.

Pursuant to and in accordance with the applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the County hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages and other terms and conditions of employment generally described by the term "economic" for the regular full-time employees of the Sheriff's Department in the classifications indicated in Exhibit I, attached hereto and made a part hereof by reference. Pursuant to and in accordance with the applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Sheriff hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to terms and conditions of employment generally described by the term "non-economic" for the regular full-time employees of his Department in the classifications enumerated herein above. The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean a regular employee or

regular employees within the bargaining unit represented by the Association, except for temporary and part-time employees who are excluded from the bargaining unit.

Section 2.

All employees covered by this Agreement may become members of the Association upon employment; however, new employees shall not utilize the grievance procedure contained herein until after six months of continuous probationary service with the County. No employee shall be favored or discriminated against either by the County, the Sheriff, or by the Association because of his membership or non-membership in the Association.

ARTICLE III. DUES

Section 1.

The County agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues as may be uniformly assessed by the Association; but it is clearly understood that the authorization for check-off on dues is irrevocable during the period covered by this Agreement. Each member of the Association will recertify to the County by petition his desire for continued membership in the Association prior to renegotiation of this contract. Deductions under all properly executed authorizations for check-off shall become effective at the time such authorizations are tendered and shall be deducted from the first pay of the month and each month thereafter. Deductions for any calendar month shall be remitted to the designated treasurer of the Association as soon as possible after the first pay of that month.

Section 2.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

Section 3.

The Association agrees to save the County harmless from any action growing out of these deductions and commenced by an employee against the County, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Association official.

ARTICLE IV. INSURANCE

Section 1.

The County shall pay the full premium for Blue Cross-Blue Shield hospital, medical and surgical insurance, with the extended and additional coverage of the master medical plan, providing coverage for each employee, their wives and dependents. The County shall continue to pay the premium for such insurance for the employee, his wife, and dependents when the employee, during any period, is disabled through injuries that are service connected. The County shall continue to pay the premium for such insurance providing coverage for the widow and dependents of any employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment, provided, however, such obligation to pay premiums shall cease in the event the widow remarries.

Section 2.

The County shall provide at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. Such liability insurance shall protect the employee where he might become legally obligated to pay compensatory damages because of:

- (a) False arrest, detention or imprisonment, or malicious prosecution.

- (b) Libel, slander, or defamation of character.
- (c) Invasion of privacy, wrongful eviction, or wrongful entry.
- (d) Assault and battery pursuant to, during, and after arrest.

For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Sheriff's Department under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Employees will be covered while engaged in enforcing the law beyond the normal duty hours. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section. The coverage provided by such insurance shall be in an amount not less than \$100,000.00 for each person or an aggregate of \$300,000.00 and shall include the costs of defense, including attorney fees.

### Section 3.

The County shall pay the full premium upon a term policy of group life insurance providing coverage to each employee in the amount of \$5,000.00. It is understood that such coverage shall be in addition to the \$5,000.00 life coverage presently provided by the County through the National Sheriffs' Association.

## ARTICLE V. SICK LEAVE

### Section 1.

The County agrees an employee shall be entitled to twelve (12) days sick leave per year in the event of his illness or injury. A certificate from a reputable physician may be recognized as evidence of the illness before leave is allowed. The Sheriff shall make this

determination.

Section 2.

An employee may accumulate up to 120 sick days; such amount over 120 days will be forfeited. Upon termination of employment after three (3) or more years of continuous service, an employee shall be entitled to compensation for one-half of accumulated sick leave to be paid at the rate of compensation in effect at the time of termination.

Section 3.

The Sheriff may at any time investigate the use of sick leave to determine if such leave is being abused or used for purposes for which it was not intended. Should any abuse of this leave be determined, the offender shall be reprimanded in the following manner:

- First Offense: 3 days suspension with loss of pay;
- Second Offense: 7 days suspension with loss of pay;
- Third Offense: Dismissal from employment.

Violations and suspensions shall be noted in and become a part of the offender's personnel record, a copy of which shall be provided to the Association.

ARTICLE VI. VACATION

Section 1.

The County agrees the vacation accrual shall be:

Employees under two years service	10 days
Employees with two to four years service	12 days
Employees with four to eight years service	14 days
Employees with eight to twelve years service	16 days
Employees with twelve to sixteen years service	18 days
Employees with over sixteen years service	20 days

Section 2.

Vacation time shall not be cumulative. The amount carried forward into the current anniversary year cannot exceed the number of days earned during the previous anniversary year. The scheduling of vacation is a mutual responsibility of the employee and his

supervisor, and in all cases the approval for vacation is the sole responsibility of his supervisor and subject to approval by the Sheriff.

Section 3.

The County and the Association agree that the rules and regulations concerning vacation generally applicable to all County employees shall also be applicable to the employees under this Agreement.

ARTICLE VII. PAYMENT OF WAGES

The salaries and wages of employees shall be paid on a bi-weekly basis on alternate Fridays. In the event that payday falls on a holiday, the paychecks shall be made available on the preceding day.

ARTICLE VIII. HOLIDAY PAY

When any of the following named holidays occur on an employee's regularly scheduled work day, qualified employees who are required to work on such holidays shall receive holiday pay for such day plus straight time for all hours worked on such day. The holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, General Election Day (even numbered years), Thanksgiving and Christmas. Holiday pay is defined as eight (8) hours straight time.

ARTICLE IX. EXPENSE ALLOWANCE

Employees who are required to transport prisoners or others in their custody to Jackson, Michigan, or Traverse City, Michigan, shall be provided an expense allowance of thirty dollars (\$30.00) per round trip to Jackson and forty dollars (\$40.00) per round trip to Traverse City. The authorized allowance indicated is per vehicle and will be divided equally between the employees making the trip.

ARTICLE X. NON-DISCRIMINATION

The parties hereto agree that they shall not discriminate against any person because of his race, creed, color, national origin, sex, marital status, or number of dependents.

ARTICLE XI. ASSOCIATION BUSINESS

No Association member or officer shall conduct any Association business on County time except as specified in this Agreement. An employee with a grievance may initiate action pursuant to Article XVIII on County time and upon County premises.

ARTICLE XII. INJURY TIME

Employees required to be absent from employment due to injuries suffered while on duty shall not be charged sick leave for the first seven (7) calendar days of such absence. Appropriate workmen's compensation forms must be prepared to substantiate such injury. The injured employee will remain on the payroll and be paid as if he were performing his regular shift during said seven (7) calendar days. This Article shall apply only to compensable injuries.

ARTICLE XIII. BEREAVEMENT OR FUNERAL LEAVE

Section 1.

The County agrees in the event of a death in the employee's immediate family (spouse, children, parent, parent-in-law, or grandparent), the employee shall be excused without loss of pay on the days which he has been scheduled to work for a period not to exceed three (3) days. The Sheriff may authorize an extension of the leave up to a maximum of five (5) days if circumstances, such as extensive travel, require the employee to be absent. Extensive travel is defined as any distance over 300 miles one way.

Section 2.

The County agrees in the event of the death of any employee's close relative (brother, sister, or spouse's brother or sister), the employee shall be excused without loss of pay for purposes of attending the funeral, provided such funeral day is one of the employee's normally scheduled work days. The Sheriff may authorize an extension of the leave up to a maximum of three (3) days if circumstances, such as extensive travel, require the employee to be absent.

ARTICLE XIV. RETIREMENT

The County shall provide the employees with retirement benefits under the Municipal Employees Retirement Act (Act 135 of 1945, as amended).

ARTICLE XV. OVERTIME

Section 1.

When an employee is requested by his shift supervisor to work over his regular hours to respond to a call or to complete an investigation or reports at the end of his regular shift, he shall receive no additional pay for the first hour. Should the employee be required to work beyond one hour, he shall receive time and one-half for all hours worked, compiled in one-quarter hour increments, including the first hour.

Section 2.

Employees called in to cover vacations and sick leaves shall be paid straight time except on holidays when holiday pay rate applies.

Section 3.

An employee reporting for emergency duty at the Sheriff's request, for work of which he had not been notified in advance and which is

outside of and not continuous with his scheduled work period, shall be guaranteed two (2) hours minimum pay at his regular rate. For purposes of this Article, notified in advance shall mean the employee is notified before he has left the premises of the County.

Section 4.

The Association shall cooperate with the Sheriff in attempting to control overtime and reduce it to a minimum.

Section 5.

There shall be no payment for stand-by duty for an officer at his own home. He must be on actual duty at the department or other designated area in order to receive overtime pay.

ARTICLE XVI. UNIFORMS AND EQUIPMENT

Section 1.

The County agrees to provide uniforms and other articles of clothing which the County requires employees to wear when on duty and such uniform accessories as determined by the Sheriff. Detectives will receive a clothing allowance of \$300.00 per year, to be paid semi-annually, in lieu of providing clothing.

Section 2.

The County agrees to make available to all employees on duty any equipment which may be required, such as helmets, night sticks, flashlights, batteries, first aid kits, flares, raincoats, shotguns, rifles, gunracks for patrol cars and ammunition. Individual lockers shall be provided for storing of clothing and gear. All employees shall be furnished such rounds of ammunition as they may be required to carry when on duty by the Sheriff. In addition, there will be provided thirty rounds of wad-cutters per month to each employee for training purposes, provided, however, that prior to the receipt of such ammunition it shall be the obligation of the officer requesting the same to turn in to the Sheriff the spent brass from his previous supply of training ammunition.

If a vehicle should be determined by a shift supervisor to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared by a mechanic as fit and safe for the road.

Section 3.

In the event an employee unduly or excessively soils his clothing while in the course of attending an accident or other unusual incident, he shall be reimbursed by the County for the actual cost of cleaning said clothing and he shall, prior to having said clothing cleaned and not later than the end of his shift, present said clothing for inspection by the shift commander who shall have the authority to authorize reimbursement for such cleaning. The employee shall be reimbursed only upon submission of proof of payment therefore.

ARTICLE XVII. JURY DUTY AND COURT ATTENDANCE

Section 1.

The County agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the employer.

Section 2.

Employees required, either by the County of Saginaw or any public agency, to appear before a court or such agency on any matters related to their work for Saginaw County and in which they are personally involved, shall be granted time off with pay for the period during which they are so required to be absent from work. If said appearance before a court or such agency occurs during employee's off duty time, a minimum of two hour's pay at straight

time shall be guaranteed for each such appearance. Employees shall not accept witness fees.

ARTICLE XVIII. VIOLATION AND GRIEVANCE PROCEDURE

It is expressly agreed by the County and the Sheriff, each respectively, and the Association that nothing contained in this Article or in any part of this Agreement shall be construed or used in any manner to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party thereto of the existence of the complaint or contention and the latter party having been allowed a reasonable opportunity to correct the same shall fail to do so within ten (10) days of notification thereof.

The grievance procedure shall be:

1. An employee with a grievance shall first discuss it with his immediate supervisor, with or without Association representative.
2. If the grievance is not resolved in Step 1, the employee shall then discuss it with the Sheriff.
3. If the employee's grievance is not resolved in Step 1 or 2, the employee shall reduce his grievance in writing, stating all the facts, and present it to the Association Grievance Committee. If the Association Grievance Committee deems the grievance a just one, they will present the grievance at a joint conference with the Committee on Finance and Personnel of the County Board of Commissioners or directly with the Sheriff.
4. If the grievance as to the County is not resolved in Step 3, the employee may appeal to the Board of Commissioners of Saginaw County for final settlement.

ARTICLE XIX. MATERNITY LEAVE-OF-ABSENCE

Female Association members required to terminate employment due to pregnancy shall be authorized a six (6) month leave-of-absence without pay, fringe benefits or accrual of vacation or sick leave. Request to be accompanied by written evidence of the expected date of delivery; said leave to commence no earlier than three (3) months prior to expected delivery date and terminate no later than three (3) months subsequent to said delivery date. Should medical necessity dictate an additional period of absence, the employee may request an extension by presenting a doctor's statement, but in no event shall the total leave of absence exceed one (1) year.

ARTICLE XX. RATES OF PAY

Pursuant to Exhibit 1, attached hereto and made a part hereof by reference.

TERM OF AGREEMENT

This Agreement, as between the County and the Association and the Sheriff and the Association, shall be effective February 14, 1974, and shall continue in full force and effect until December 31, 1975. It is agreed upon by all parties hereto to a one-time reopening of collective bargaining pertinent to rates of compensation within the respective classifications pertinent to the bargaining unit to be effective January 1, 1975.

SAVINGS CLAUSE

If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the

remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining.

IN WITNESS WHEREOF, the County of Saginaw and the Sheriff of Saginaw County and the Association, by their duly authorized representatives, have hereunto signed their names this 14th day of February, 1974.

Joseph F. Schmiesel  
Chairman, Board of Commissioners

John G. Dunbar  
President

Robert E. Doubert  
Sheriff

EXHIBIT I

SALARY CLASSIFICATION SCHEDULE

Annual Rates - Effective January 1, 1974

<u>Title</u>	<u>Grade</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
Police Training Officer	P04-S	9841	10136	10440	10753	11075	11407
*Administrative Asst.	T09-S	7852	8087	8329	8578	8835	-
Detective Lieutenant	M06-S	11241	11578	11925	12521	12896	13282
Detective Sergeant	P05-S	10339	10649	10968	11297	11635	11984
Juvenile Officer	P04-S	9841	10136	10440	10753	11075	11407
Identification Supervisor	M05-S	10630	10948	11276	11614	11962	12320
Identification Technician	P04-S	9841	10136	10440	10753	11075	11407
Communications Sergeant	M04-S	10414	10726	11047	11378	11719	12070
Communications Officer	T12-S	9436	9719	10010	10310	10619	-
Sergeant (Road & Airport)	M04-S	10414	10726	11047	11378	11719	12070
Corporal (Road & Airport)	T15-S	10251	10558	10874	11200	11536	-
Deputy (Road & Airport)	T13-S	9619	9907	10204	10510	10825	-
Sergeant, Booking	M04-S	10414	10726	11047	11378	11719	12070
*Booking Officer	T10-S	8150	8394	8645	8904	9349	-
Sergeant, Jail	M04-S	10414	10726	11047	11378	11719	12070
Security Officer	T09-S	7852	8087	8329	8578	8835	-
Matron	T09-S	7852	8087	8329	8578	8835	-
Chief Matron	T12-S	9436	9719	10010	10310	10619	-
Marine Safety Sergeant	T15-S	10251	10558	10874	11200	11536	-
Investigative Technician	P04-S	9841	10136	10440	10753	11075	11407

\*Indicates salary frozen at present level plus five percent.