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Sanilac County

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

Michigan State University

This Agreement entered into on this 25 day of June, 1973

between the Sanilac County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and Sanilac Deputies Chapter of Local 1518, affiliated with Council #55, A.F.S.C. & H.E. AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

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, the Employees and the 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.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION (1). Employees Covered.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment,

or other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining units as certified by the Michigan Employment Commission on October 26, 1970, and including all seniority employees of the Sheriff's Department of the County of Sanilac and State of Michigan.

2. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union while Union is exclusive bargaining agent.

3. UNION SECURITY. Requirement of Union Membership.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment

in the unit.

(d) An employee who shall tender an initiation fee -- (If not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

4. UNION DUES AND INITIATION FEES.

(a) Payment by Check-off

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of dues form.

Check-Off Forms: During the life of this agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-Off of Dues form:

Authorization for Payroll Deduction

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, an amount established by the Union as monthly dues. The amount deducted

shall be paid to the Treasurer of the Union.

By _____
Print Last Name First Name Middle Name

To _____
Employer Department

Date to Start

Deduction Signed _____
Address _____

(b) When Deductions begin.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the _____ pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the _____ day of the _____ month.

(d) Termination of Check-Off.

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. The Local Union will be notified by the Employer of the names of such employees following the end of each

month in which the termination took place.

(e) Disputes Concerning Membership.

Any dispute arising as to an employees' membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

5. STEWARDS AND ALTERNATE STEWARDS.

The Union may have one chairman and one steward.

(1) The Steward, during his working hours, without loss of time or pay, shall investigate and present grievances to the Employer. Such investigation shall not interfere with the purpose and operation of the Employer. In the event Employer deems that the investigation and use of grievance investigations are needlessly interfering with the operation of the Department, Employer may call a conference with the Union and such activities shall be subject to grievance.

6. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meeting shall be between at least two representatives of the Union and two representatives of management. 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 conference shall be confined to those included in the agenda.) Conferences shall be held between the hours of 9 A.M. and 4 P.M. The members of the local Union shall not lose time or pay for time spent in such special conferences; however Union representatives will not be paid any extra pay for such conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

7. GRIEVANCE PROCEDURE

A. Definition:

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement.

B. Procedure:

1. An employee who feels that he has a grievance must first take the matter up verbally with the sheriff and/or the steward within three (3) working days following the act or condition which is the basis of his grievance), who will attempt to resolve it with him. If the Sheriff determines that the grievance is the result of action taken by the Board of Commissioners or that the grievance involves the entire system and is one that he cannot solve or agree with the employee, he or his representative shall file an answer to the grievance in writing within five (5) days

from the date of the conference, and if not appealed within five (5) days, such answer shall be final and binding.

2. In case of discharge or discipline, the sheriff will review such case and give his answer within two working days.

3. If the grievance is not appealed within five (5) working days, of said meeting the employer's decision will be final.

4. If the Union does not accept the employer's decision, the grievance may be appealed by sending such written notice to the Sheriff within ten working days from the date of Sheriff's decision.

5. Within five (5) working days of receipt of the appeal, the Sheriff or his designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference normally shall be scheduled at a time when there is no disruption of normal routine and duties of the employer.

6. Within ten (10) working days from the date of the conference, or longer if mutually agreed to, the Sheriff or his designated representative shall answer such grievance in writing.

7. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.

8. If the grievance is not settled at the preceding step, it may be appealed to the Board of Commissioners by sending such notice to the Chairman of the Board within ten (10) working days from the date of the employer's or his designated representative's answer.

9. Within ten (10) working days from the date of the appeal, the Board of Commissioners or its designated representative will arrange for a conference to resolve the grievance. Such conference normally shall be scheduled at a time when there is no disruption of normal routine and duties of the employer.

10. Within ten (10) working days from the date of the conference, or longer if mutually agreed to, the Board of Commissioners or its designated representative shall answer such grievance in writing.

11. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.

12. If the grievance is not settled at the preceding step it may be submitted to arbitration by an impartial arbitrator and written notice setting forth specifically the nature of the grievance to be arbitrated must be sent to the Chairman of the Board of Commissioners. In the event the parties are unable to agree upon an arbitrator within ten (10) working days from the date of appeal the American Arbitration Association will be asked to submit a panel of five (5) arbitrators. Upon receipt of the list the Union will first strike two (2) names, then the Board of Commissioners shall strike two (2) names. The remaining person shall be the arbitrator; provided, within thirty (30) days of notice of his appointment the arbitrator does not so accept and schedule a hearing as above provided the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

13. This Agreement constitutes a contract between the parties

which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority nor shall he consider it his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used to justify or result in, what is in effect a modification (whether by addition or deletion) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his opinion such decision is fair or equitable or because in his opinion it is unfair or inequitable.

14. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability as the same are set forth in this Article, (professional grievance procedure), the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the arbitrator determines that such grievance fails to meet said test of arbitrability he shall refer the case back to

the parties without a recommendation on the merits.

15. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one grievance, including its arbitrability at any one hearing, upon its merits.

16. All cases shall be presented to the arbitrator in the form of a written brief prepared by each party setting forth the facts and its position and the arguments in support thereof. The arbitrator may make such investigation as it deems proper and may at his option hold a public hearing and examine all such proceedings. Within thirty (30) days after the close of the hearing, or the date established for filing post hearing briefs, if so desired by either party, the arbitrator shall issue his decision which shall be final and binding upon the parties.

17. The fees and expenses of the arbitrator, cost of transcript (if one is requested by the arbitrator), hearing room, shall be equally shared by the parties.

18. If an individual employee has a personal complaint which he desires to discuss with a supervisor he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Union and an opportunity for a Union representative to be present. Nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the employee shall be the sole responsibility of the Union.

C. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice.

2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

4. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

5. The failure of an aggrieved person to proceed from one level of the grievance procedure to the next level within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered on that grievance and shall constitute a waiver of any future appeal concerning that particular grievance.

6. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board of Commissioners to hold proceedings during regular working hours, an employee participating in any level of the grievance procedure, with any representative of the Board of Commissioners, shall be released from assigned duties without loss of salary.

7. Sundays and Holidays shall not be construed as working days for the purpose of answering this grievance procedure.

8. No claim for an award of punitive damages may be made under the grievance procedure or by any arbitrator for violation of the terms of the contract by either the employer or employee.

9. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

10. Investigation of grievances shall not be considered as time worked for the purpose of calculation of eligibility of overtime by such investigator.

11. Emergency work, Saturdays and Sundays shall not be considered as overtime work except if it is in excess of 9 hours per day or 45 hours per week.

9. DISCHARGE AND DISCIPLINE.

(a) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the unit of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the unit and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Sheriff within two (2) regularly scheduled working days of the discharge or discipline. The Sheriff will review the discharge or discipline and

give its answer within two (2) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to step nine of the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his Employment Application after a period of two (2) years from his date of hire.

10. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first six months of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an employer-wide basis, in accordance with the employees' last date of hire.

11. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, job preference, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the local Union membership with up-to-date copies every six months or when requested by Union Chapter.

12. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from lay off as set forth in the recall procedure. In proper cases, exceptions may be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

13. SHIFT PREFERENCE.

Shift preference will be granted on the basis of seniority within the classification.

The Sheriff may switch shifts of men as in the present manner for the purpose of emergencies and operation procedures.

14. SENIORITY OF STEWARDS.

Notwithstanding their position on seniority list, Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in the unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in the unit which they can perform.

License examining position shall be an exempt position for the purpose of the stewards remaining at work in the event of a general layoff unless the license examiner is in fact the steward.

15. SENIORITY OF OFFICERS.

Notwithstanding their positions on the seniority list, the Unit Chairman and Steward shall in the event of layoff only, be continued at work at all times, provided they can perform any type of work available. The present practice of employer switching shifts of men for emergency or operation procedure shall remain in effect.

16. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

17. LAYOFF DEFINED.

(a) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a department basis. Seniority employees will be laid off according to seniority

as defined in Section 12 (c) and 15. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for Special Conference and if not resolved it shall then be subject to the final step of the grievance procedure (arbitration).

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Chapter Chairman shall receive or be mailed a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

18. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 12 (c), and Section 15. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five (5) days from date of mailing of notice of recall he shall be considered a quit. Exceptions may be made to this rule for good cause shown.

19. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than ten calendar days employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.

(c) The employer agrees that in any movement of work not covered above in (a) and (b), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(d) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly-created position.

(d) In the event that the sheriff's department shall take over the policing of local villages or townships through contract, the employment of a resident police officer in such community shall not be considered transferred work or work in a different location for the purpose of this contract.

20. PROMOTIONS.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in each building.

Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Chief Steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

(e) Promotions to the job of sergeant shall be made from the job of corporal. No employee shall be eligible for the job of sergeant who previously had not served as corporal unless there shall be no

available corporals to accept the promotion.

21. VETERANS - Reinstatement of:

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

22. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Department when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the limit.

23. LEAVE OF ABSENCE.

(a) Leaves of absence for periods not to exceed two (2) years will be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position, public or union.
2. Maternity leave - 1 year.
3. Illness leave (physical or mental).
4. Prolonged illness in immediate family.
5. Educational leave.

Such leave may be extended for like cause.

(b) Employees shall accrue seniority while on any leave of absence granted by the provisions of this agreement, and shall be returned to the classification of work they held at the time the leave of absence was granted.

(c) Members of the Chapter elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off not to exceed five days per year without loss of time to attend such conferences and/or conventions.

24. UNION BULLETIN BOARDS.

(a) The Employer will provide one bulletin board which may be used by the Union for posting of notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

25. RATES FOR NEW JOBS.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

26. SAFETY COMMITTEE.

A safety committee of employees and the employer representatives is hereby established. This committee will include the Steward of each district and shall meet at least once per month during regular daytime

working hours, for the purpose of making recommendations to the Employer.

27. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classifications in their shift. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their shift will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee did not choose to work will be charged to that employee in the amount of hours of the man working during that callout period.

Should the above method prove to be unsatisfactory, the parties agree to meet 90 days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from January 1 through December 30 each year. Excess overtime hours for the last pay period will be carried over each year and is subject to review at the end of each period.

For the purpose of this contract the calculation of overtime periods, schedules of work and equalization and time off shall be made on the basis of two week or ninety hour pay periods.

28. WORKMEN'S COMPENSATION. On-the-job-injury.

Each employee will be covered by the applicable Workmen's Compensation Laws of the State of Michigan.

29. WORKING HOURS. Shift Premium and Hours.

(a) Employees who work on the second and third shift, shall receive in addition to their regular pay for the pay period five cents per hour and ten cents per hour respectively additional compensation.

(b) The first shift is any shift that regularly starts on or after 4:00 A.M. but before 11:00 A.M. The second shift is any shift that regularly starts on or after 11:00 A.M. but before 7:00 P.M. The third shift is any shift that regularly starts on or after 7:00 P.M. but before 4:00 A.M. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

(c) The regular full working day shall consist of nine (9) hours per day.

(d) With thirty (30) minutes off for lunch included in the nine hour period.

30. SICK LEAVE.

The employer shall pay into the fund a sum of \$15.00 per month for each employee, which fund shall accrue as a sick leave fund. When an employee is ill, he may draw \$25.00 per day from said fund as a sick benefit. Each employee shall draw from his own credit and shall not draw from the credit of any other employee.

Any employee who shall terminate his employment for any reason whatsoever after a period of six years shall likewise receive any balance

in his sick leave fund at the time of termination of his employment.

Any employee who has presently accumulated sick time under provisions of the old employee contract shall continue to have the protection of the sick time accumulated up to January 1, 1971. The employees' accumulated sick time shall be reduced by one day per month from and after January 1, 1971 that the employee gets credit for sick time under the provisions of this contract. That at such time as the employee has accumulated additional sick days credit from and after January 1, 1971 which are equal to days employee has accumulated prior to January 1, 1971, then the credit accumulated prior to January 1, 1971 shall be forfeited and the employee's sick leave shall be accumulated and credited in accordance with the terms of this contract. Employee shall not receive or have due credit and any sick days used hereafter shall be charged jointly against sick days accumulated prior to January 1, 1971 and sick days accumulated after January 1, 1971.

Any monies in the sick leave account of an employee shall vest after five years of service for the purpose of the employee receiving such funds when he terminates employment in addition to the retirement provision as contained hereunder.

If an employee gets sick while on duty, after having worked four (4) hours, he shall be paid for a full days pay and not lose a sick day.

31. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, the day before New Years' Day and Veterans Day. Employees will be

paid their current rate based on a nine (9) hour day for said holidays, plus time and one-half for all hours worked on any of said holidays.

32. VACATION. Eligibility.

An employee will earn credits toward vacation with pay in accordance with the following schedule:

1 week	-	6 months - 1 year
2 weeks	-	2-5 years
3 weeks	-	5-7 years
4 weeks	-	after seven years.

33. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

34. FUNERAL LEAVE.

An employee shall be allowed four working days as funeral leave not to be deducted from sick leave for death in the immediate family. Immediate family to be defined as: mother, father, wife, husband, son,

daughter, brother, sister, father-in-law, or mother-in-law, and one day not to be deducted from sick leave in the death of a brother-in-law, sister-in-law, grandparents, aunt, uncle or a member of the employee's household.

Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the Union, who is a member of the District, for the exclusive purpose of attending the funeral.

35. OVERTIME:

Overtime will be as follows:

Employees will be paid time and one-half for overtime worked in excess of nine (9) hours per day and forty-five (45) hours per week.

Court appearances as scheduled shall not be considered as overtime hours. Employees caused to work at unscheduled times except for court appearances and emergencies shall receive four hours pay.

Employees called in for court duty on days off shall have the option of either getting paid or accumulating eighteen (18) hours court time for use in the future as special days off. Special days off shall be subject to five (5) days prior notice to the Sheriff.

Such days off will be granted if they do not interfere with work schedule and there are enough deputies to cover the shift without calling in another man.

36. PAY ADVANCE.

(a) If a regular pay day falls during an employee's vacation, he

will receive that check before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

(b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

37. UNIFORMS:

The employer shall furnish uniforms for the employees as deemed necessary. Employees shall be responsible for negligent use or loss of uniforms. Employer shall pay an allowance of \$200.00 per year to any detective employed as uniform allowance. The County shall furnish practice ammunition for deputies in an amount deemed necessary by the Sheriff.

38. HOSPITALIZATION MEDICAL COVERAGE.

The employer agrees to pay up to \$45.00 per month towards hospitalization and medical coverage for the employee and his family. If the medical coverage expense is less than \$45.00 per month for such employee, the employer will only pay the cost incurred. The plan to be Blue Cross-Blue Shield, MVF-1 and this coverage shall be applied to all seniority employees.

39. INSURANCE.

The employer shall carry \$10,000. accidental death insurance on each employee. The employer shall carry \$100,000. false arrest insurance on each employee, and in addition, shall pay the present false arrest insurance as carried on the employees through the Sheriff's Association.

40. COMPUTATION OF BENEFITS.

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.

41. CHRISTMAS BONUS:

Each seniority employee shall receive a Christmas bonus in the amount of Fifty Dollars (\$50.00) the first pay in December. Eligibility for such bonus shall be determined as of November 20, and the bonus shall be paid to seniority employees on the payroll on such date.

42. TERMINATION AND MODIFICATION.

This agreement shall continue in full force and effect until April 1, 1975, but may be reopened as to wages and fringe benefits for the year commencing April 1, 1974 at the option of either party.

(a) If either party desires to amend and/or terminate this Agreement, it shall, 60 days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 60 days written notice prior to the current year's termination date.

(c) If notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated

by either party on ten (10) days written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Sandusky, Michigan; and if the Employer, addressed to Sandusky, Michigan, or to any such address as the Union or the Employer may make available to each other.

43. EFFECTIVE DATE.

This Agreement shall become effective as of its date of execution except for the following provisions:

All benefits herein relative to pay shall be retroactive to April 1, 1973.

43. WAGE RATES:

Wage rates during the term of this contract shall be:

License examiner	\$3.00
Matron	per hour
Probationary deputy	
starting	\$3.49 per hour
end of first year	\$3.65 per hour
end of second year	\$3.83. per hour
Deputy	\$3.83 per hour
Corporal	\$3.87 per hour

Detective \$3.87 per hour
Sergeant \$4.02 per hour
Detective Sergeant \$4.11 per hour

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

FOR SANILAC COUNTY BOARD OF COMMISSIONERS

Neil Woods, Chairman

Lloyd Severance

Stanley Alexander

Joseph O'Connor

Donald Albrecht

Russell Wilson

Samuel Work

Dalton Williams

In presence of:

