

12/31/93

AGREEMENT

BETWEEN

KALKASKA COUNTY SHERIFF

AND

KALKASKA BOARD OF COMMISSIONERS

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Kalkaska County

EFFECTIVE JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

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AGREEMENT

This Agreement made and entered into this 29th day of December, 1990, by and between the KALKASKA COUNTY BOARD OF COMMISSIONERS and the KALKASKA COUNTY SHERIFF, together hereinafter referred to as the "Employer", and Police Officers Association of Michigan, hereinafter referred to as the "Union."

RECOGNITION, AGENCY SHOP AND DUES

Section 1. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representatives for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for all employees employed in the Kalkaska County Sheriff Department in the following described unit:

All full-time Deputies, Sergeants, Detectives, Marine Deputy, Court/Corrections Officers, Dispatchers, and Clericals but EXCLUDING Sheriff, Undersheriff, confidential secretary, part-time and temporary employees, and all other employees.

Section 2. Union Membership. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regard such matters.

(a) The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

(b) All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start ninety-one (91) days following the date of employment.

Section 3. Checkoff. The Employer agrees to deduct periodic, monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the Employer the proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

CHECKOFF AUTHORIZATION FORM

POLICE OFFICERS ASSOCIATION OF MICHIGAN
KALKASKA COUNTY UNION

I hereby request and authorize you to deduct from wages hereafter earned by me while in the County's employ, my Union dues of \$_____ per month or my fair share representation fee of \$_____ per month. The amount deducted shall be paid to the treasurer of the Union according to the agreement reached between the Employer and the Union. This authorization shall remain in effect until, by written notice to the Employer, I request its revocation.

PRINT: Last Name First Name Middle Initial

Date Deduction is to start:

Month Year Signature

Social Security Number Address

Date Signed City State Zip

Section 4. Save Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, liability and any other action arising from this Section or compliance therewith by the Employer.

Section 5. Rights of the Employer.

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control

operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the County's facilities and in all respects to carry out the ordinary and customary functions of administration of the County. The Union hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.

(b) The Sheriff shall have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel, to establish reasonable work rules and to fix and determine reasonable penalties for violation of such rules, to make judgments as to ability and qualifications, to establish and change work schedules, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. Any violation of specific provisions of this Agreement or any discipline or discharge shall be subject to the grievance procedure.

Section 6. Discipline Responsibility. Discipline is primarily the responsibility of the Sheriff or his representative.

SENIORITY

Section 7. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Kankaska Sheriff's Department from his last date of hire. The applications of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 8. Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months after hire. The contract shall apply to probationary employees as applicable, but probationary employees may be terminated by the Sheriff at any time during their probationary period at the will of the Sheriff and for any reason, without recourse to the grievance and arbitration provisions of this Agreement.

Section 9. Seniority List. The Sheriff shall post a list of the employees within the above stated classification in order of their seniority every six (6) months. This list shall be posted in a conspicuous position at the place of employment.

Section 10. Loss of Seniority. An employee's seniority with the Employer shall terminate for any of the following reasons:

- (a) He quits or retires.

(b) He is discharged for just cause and is not reinstated by the grievance procedures.

(c) He is convicted of a felony, a circuit court misdemeanor, or a district or lower court misdemeanor of unlawful blood alcohol content, assault, battery, or possession or use of marijuana or any other illegal drug or narcotic.

Convictions other than the foregoing shall not necessarily result in an automatic loss of seniority. The sheriff will determine the penalty to be imposed and a loss of seniority penalty will depend on the seriousness of that misdemeanor and other relevant circumstance, and shall be subject to a just cause standard in the grievance and arbitration provisions of this Agreement.

(d) He is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This Section is not to be construed as limiting the Sheriff's right to disciplinary action for any unjustified absence.

(e) He fails to return to work within ten (10) working days from the date of recall or three (3) working days from the specified date, following the termination of any leave of absence or vacation, unless otherwise excused.

(f) He is on continuous layoff or leave of absence of any kind for a period of two (2) years, or the length of his seniority, at the time the layoff or leave of absence began, whichever is less.

Section 11. Promotional Advancement. The Sheriff reserves and shall have the right to make promotions based primarily on ability, seniority, qualifications, and performance of duty. Promotional vacancies shall normally be filled by the promotion of employees already in the department, except in cases where there is not qualified person available in the department, in which case such vacancies may be filled from outside the department. In making promotions, consideration shall be given to the applicant's ability, seniority, qualifications, performance records, and the results of competitive examinations given.

Section 12. Layoff Procedure. Reductions in the workforce shall be accomplished in the following manner:

The Sheriff shall determine what classifications are to be affected, and to what extent, on the following basis:

(a) All part-time and casual part-time shall be laid off first in the classification affected.

(b) The next employee to be laid off shall be the probationary employees in the classification affected.

(c) The next employee to be laid off shall be the employee with the lease seniority in the classification affected.

Intra-department Bumping Between Classifications.

Employees removed from their classifications may within three (3) days exercise their option to use department seniority to bump employees in any lower paying classification within the bargaining unit. At the time of said bump, employees must have the physical ability to perform the primary and related duties of the position sought. The bumping employee must satisfy all department criteria for said position prior to assignment, including but not limited to state required certifications. There shall be no expense to the county when "bumping down" is utilized. The bumping employee must possess more seniority than the person they are attempting to replace. Employees who bump pursuant to this section shall assume the rate of pay of the classification sought.

(d) Contract employees who the Sheriff may hire to perform work in political subdivisions of Kankaska County will not be used to displace bargaining unit employees, and bargaining unit employees may bump such contract positions in the event of a layoff.

Section 13. Recall. An employee shall be recalled to his classification when the for force is increased, in inverse order of layoff.

Section 14. Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. It shall be the employee's responsibility to keep his current address on file with the department.

Section 15. Non-Bargaining Unit Positions. An employee who is promoted to a Sheriff's Department position outside the bargaining unit shall continue to accumulate seniority while is such position. If the Sheriff determines to return him to a bargaining unit position, he shall be credited with his former seniority that accumulated while outside the bargaining unit.

GRIEVANCE PROCEDURE

Section 16. Grievance Definition. For the purpose of this Agreement, "grievance" means any complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

Section 17. Grievance Procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances shall be processed in the following manner:

Step 1. An employee, with or without his steward, shall first discuss his grievance with the Sheriff within five (5) calendar days after the occurrence of the incident which gave rise to the grievance. If the matter is not satisfactorily adjusted in such discussion, the employee shall reduce the grievance to writing and submit the written grievance to the Sheriff or his designated representative within five (5) calendar days after such discussion. The grievance shall be dated and signed by the aggrieved employee and shall set forth the facts and the provisions of the Agreement that are alleged to have been violated and the remedy desired.

Step 2. After the receipt of the written grievance by the Sheriff or his designated representative, a conference between Union representatives and Employer representatives will be held within ten (10) calendar days thereafter. The Employer representative shall be the Sheriff, but also include a member of the Board of Commissioners if the grievance has financial implications. The Union's representative shall be the steward or his alternate. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) calendar day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance within five (5) calendar days after the meeting and return the grievance to the steward.

Step 3. If the grievance has not been settled in the last step, the Union may submit such grievance to arbitration, provided such arbitration is requested in writing within twenty (20) calendar days after receipt of the Step 2 answer.

Sergeants may designate one sergeant to present grievances by sergeants, and in such case, the sergeant so designated will act as steward under the grievance procedure for grievances by sergeants.

Section 18. Time Computation. Holidays recognized by this Agreement shall not be counted under the time limits established in the grievance procedure.

Section 19. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties and the aggrieved employee. If the time limit procedure is not followed by the Union or the aggrieved employee, the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but arbitration shall only be instituted upon timely written notice by the Union. The time limits established in the grievance and arbitration procedure may be extended by mutual agreement, reduced to writing and signed by the parties.

Section 20. Grievance Settlements. Settlement on any written grievance shall be reduced to writing and signed by the parties.

Section 21. Grievance Resolution. All grievances which are satisfactorily resolved in the first (1st) step of the grievance procedure and which have financial implications must be approved by the Board of Commissioners before they shall be final.

Section 22. Discharge Grievance. Any grievance protesting discharge or disciplinary time off may be initiated in writing at Step 2 of the grievance procedure within five (5) calendar days after the discharge or discipline is announced.

ARBITRATION

Section 23. Selection of Arbitrator. Upon receipt of a request for arbitration, the parties shall obtain a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. One (1) arbitrator shall be selected by the parties alternately striking a name from the panel and the name remaining shall serve as the arbitrator. The Union shall strike the first name. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the expenses of its own witnesses.

Section 24. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the

Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.

Section 25. Administrative Procedures. The Union acknowledges that a right to have arbitration as provided herein, on behalf of itself or any employee that it represents, it agrees that no action will be instituted in any court or before any administrative tribunal or agency until all of the grievance and arbitration procedures established herein have been followed. If the grievance also includes an alleged violation or other rights which may be pursued in court or before administrative tribunals, an employee shall expressly waive any such rights if he proceeds to have his grievance determined by an arbitrator. The arbitrator's decision shall be final and binding on the Employer, Union and employee, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his jurisdiction, or that such decision was obtained through fraud or other unlawful action.

NO STRIKE - NO LOCKOUT

Section 26. No Strike - No Lockout. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part) for any purpose whatsoever. The Union further agrees that during the life of this Agreement, it will not cause or authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer. Any individual employee or group of employees who violate or disregard the prohibition of this Section may be summarily discharged by the Employer without liability on the part of the County Board, Sheriff or the Union. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

UNION REPRESENTATIVES

Section 27. Union Representatives. The Employer recognizes the right of the Local Union membership to elect one Union Representative and one alternate from the Employer's seniority list. The Union Representative may participate in the grievance procedure as set forth above in Section 17.

Section 28. Union Committee. The Employer agrees to recognize a Union Committee of not more than three (3) non-probationary employees covered by this Agreement. It shall be the responsibility of the Union Committee to meet with the Employer at such times as collective bargaining negotiations are held. If a committee member is not readily available, an alternate may be designated. The Union shall furnish the Employer in writing with the names of its collective bargaining committee members. The Employer and/or Union may have outside representatives present during negotiations.

Section 29. Lost Time. The Union Representative shall be permitted to investigate, present and process grievances on the Employer property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Union Representative and the Employer Representative. Time spent on grievances shall not interfere with the normal workings of the Department.

Section 30. Union Visits to Employer. Authorized representatives of the Union shall be permitted to visit the operation of the Employer, at reasonable durations so as not to interfere with the normal operation of the department, for the purpose of talking with the stewards and for conferring with the Employer, where the parties agree to confer, over matters covered by this Agreement.

LEAVES OF ABSENCE

Section 31. General Rules Regarding Leaves of Absence. All leaves of absence shall be without pay. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise provided. Leaves of absence shall not be taken for the purpose of obtaining or working at other employment.

Section 32. Personal Leave of Absence. Any employee desiring a personal leave of absence without pay from his employment shall secure written permission from the Sheriff. Any personal leave will be in writing and shall state the duration of such leave. Permission for extension must be secured, in writing, from the Sheriff. The employee, during such leave, shall provide all information and/or documentation to the Sheriff upon request for purpose of verification of the merits or reasons for said leave or any extensions thereafter acquired.

Failure of the employee to comply with the above position may result in the complete loss of seniority rights and/or discharge for the employee involved.

Section 33. Union Leave. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to one (1) officer of the Union designated by the Union to attend a Union Convention or meeting, provided two (2) weeks written notice is given to the Employer by the Union, specifying length of time off and the name of the officer of the Union designated for the Union activities. Due consideration shall be given to the Department so that there shall be no disruption of the Employer's operations due to the lack of available employees or in the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

Section 34. Sick Leave. Sick leave without pay shall be granted automatically upon application from the employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on sick leave for a period of not more than one (1) year or the length of his seniority, whichever is less, and seniority shall not continue beyond that time. The Employer may request as a condition of continuance of any extended sick leave, proof of continuing disability. Any employee returning to work from a sick leave may be required to present a doctor's certificate that the employee is physically able to perform the required work. Any physical condition which may affect an employee's ability to perform his/her duties should be reported immediately to the Sheriff. All injuries should be reported promptly, whether they occurred on the job or not. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his job, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense, and if just cause is found, require the employee to take a sick leave of absence.

Section 35. Maternity Leave. An employee who becomes pregnant will be granted a leave of absence for the period she is unable to work before and after the anticipated date of birth. Such leave of absence will be based on a doctor's certificate and the employee's ability to do the required work.

Section 36. Funeral Leave. An employee shall be granted three (3) consecutive days funeral leave, including the date of the funeral, to attend the funeral for a death which occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate of pay for such time lost for funeral leave. "Immediately family" means the employee's spouse, parent, child, sister, brother, grand-parents, brother or sister of spouse, mother-in-law or father-in-law.

HOURS OF WORK AND OVERTIME

Section 37. Workweek. The normal workweek shall consist of forty (40) hours per week.

Section 38. Workday. An employee's normal workday shall consist of eight (8) consecutive hours. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For purposes of overtime premium pay, this definition shall not apply where:

(a) An employee's regular shift is changed at his request.

(b) The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one shift and the start of another.

Section 39. Overtime. Overtime, other than of an emergency nature, must have the prior approval of the Sheriff, or his designated representative.

Section 40. Premium Pay.

(a) Time and one-half the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek.

(b) Time and one-half the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) hours in any one (1) workday, subject to the definitions stated in Section 38 above. There shall be no pyramiding or duplication of premium or call-in pay.

(c) Time and one-half an employee's regular straight time rate of pay shall be paid for all work on holidays recognized under this Agreement, plus holiday pay if applicable.

(d) There shall be no pyramiding or duplication of premium or call-in pay.

Section 41. Call-In Pay. Employees called in to work outside their normal shift times shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half. The officer may be required to work the entire four hours. If the officer is called in less than four (4) hours before the start of a shift, the guarantee shall be for the time between the time the officer starts work and the start of the shift, at the rate of time and one-half.

Section 42. Court Time. Bargaining unit employees who are compelled to appear in court to give testimony in a criminal proceeding on their pass days or other authorized off-duty time will receive a minimum of three (3) hours pay at the rate of time and one-half. Bargaining unit employees who are compelled to appear in court in a civil proceeding on their pass days or other authorized off-duty times will receive a minimum of three (3) hours at their straight time regular rate of pay. Court time shall not count as "hours actually worked" within the meaning of Section 40. Employees compelled to appear for court time may be assigned other duties.

Section 43. Shift Differential. Effective October 22, 1989, those employees who are regularly scheduled to work and do work between the hours of 4:00 p.m. to midnight shall receive, in addition to their regular rate of pay, ten (.10) cents per hour afternoon shift premium. Those employees who are regularly scheduled to work and do work between the hours of midnight to 8:00 a.m. shall receive, in addition to their regular rate of pay, fifteen (.15) cents per hour night shift premium. For purposes of this section, "regularly scheduled" means an employee who works the foregoing shift hours for five (5) consecutive days or more. After the fifth consecutive day, the shift premium shall be paid for such hours worked.

HOLIDAYS

Section 44. Holiday Schedule. All employees shall receive eight (8) hours pay at their straight time regular or base rates exclusive of all premium pay for each of the following holidays, provided the employee is eligible under the rules established in Section 46.

New Year's Day	Memorial Day
Christmas Day	Independence Day
Employee's Birthday	Labor Day
Veteran's Day	Thanksgiving Day

All employees who have worked at least six (6) months will receive two (2) personal days off per year. The employee must give seventy-two (72) hours notice when requesting such a day and the date is subject to approval by the Sheriff at his discretion.

Section 45. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

(a) The employee must work his hours on the Department's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Sheriff.

(b) The employee must not be suspended for disciplinary reasons unless such suspension is overturned by grievance or arbitration.

(c) The employee must not be on a layoff or a leave of absence.

VACATIONS

Section 46. Vacation Schedule. Effective January 1, 1991, all new hires will be covered under the below listed schedule. Employees hired prior to the abovementioned date will not be adversely affected by this change.

All employees with seniority who shall have worked during the period establishing his vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they shall have worked the requisite and qualifying number of hours as set forth in the Section below:

<u>Years of Service</u>	<u>Length of Vacation</u>
Over 1 year	6 days
Over 3 years	10 days
Over 5 years	15 days
Over 10 years	20 days

Section 47. Vacation Eligibility. In order to be eligible for the vacation benefit above, an employee must have worked for the department during the year immediately preceding his anniversary date a total of at least 1800 hours. If he should fail to qualify solely because of the requirement as to hours, he shall receive pro rata vacation pay on the basis of hours actually worked, based on his years of service, provided that he shall have worked a minimum of 1000 hours during the anniversary year. Vacation pay shall be at the employee's straight time regular rate of pay exclusive of all premium pay. Vacation pay and leave may not be accumulated from year to year.

PAID SICK LEAVE

Section 48. Paid Sick Leave. Employees covered by this agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications.

(a) Upon completion of six (6) months employment each full-time employee shall be credited with six (6) days of sick leave and will thereafter earn additional sick leave at the rate of one (1) working day for each full month of employment.

(b) One (1) day of sick leave credits shall equal eight (8) hours at the employee's regular hourly rate of pay when he takes his sick leave.

(c) An employee may utilize his sick leave allowance when it is established to the Sheriff's satisfaction that an employee is incapacitated for the safe performance of his duty due to illness or injury.

(d) The sheriff may require as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

(e) Unused paid sick leave credits may accumulate up to a total of ninety (90) days. The twelve (12) earned in the year the cap is exceeded are eligible to be "cashed in" as described in Section (i) below.

(f) An employee may use up to two (2) of his/her sick days per year in cases of serious family illness in the household with the approval of the sheriff.

(g) Sick leave is a benefit for employees to be used in case of illness. It is not a benefit to be converted to wages. Employees whose employment status is severed forfeit all accrued sick leave benefits.

(h) After an employee has exhausted his paid sick leave benefits, then such leave, including an extended medical leave, shall be without accumulation of any fringe benefit predicated on length of service with the County or Sheriff's Department.

(i) After an employee has accumulated thirty-six (36) sick days, he/she may elect, in December of each year, to receive one (1) day's pay for two (2) sick days, up to a total of twelve (12) sick days and such sick days so paid shall not be accumulated further.

INSURANCE

Section 49. Hospitalization. The County shall pay the cost of current hospitalization plan, including Master Medical, Option I, or its equivalent for all employees who have completed (30) days of employment and their dependents, provided that any employee who elects dependent coverage shall contribute \$5.00 per month toward the cost of such plan. The plan will include prescription drug coverage

(\$3.00 co-pay) as well as the F.A.E. rider

Section 50. Life Insurance. The County will provide Fifteen Thousand Dollars (\$15,000.00) group term life insurance for all employees with seniority.

Section 51. Pension. Effective January 1, 1991, the employer will improve the Pension Plan to the Municipal Employees Retirement System (MERS) Plan B2-F50/25 years. The Employer shall assume the full cost of the retirement program, effective January 1, 1991.

Section 52. Dental Insurance. The employer will provide fulltime employees and dependents a 75/50/50 (\$800.00) dental plan to be paid one-half (1/2) by the Employer and one-half (1/2) by the employee by payroll deduction effective November 15, 1989. Adoption of the dental plan requires full participation by the employees. This plan shall not result in an increase in premiums by employees over those paid in 1987.

Section 53. Retiree Medical Insurance. Effective January 1, 1991, those employees with 25 years of service, and who have attained the age of 50 will be provided the medical coverage in effect at the time of their retirement. This coverage will be based on a 50/50 co-pay between the employee and the employer, and will only provide coverage for the employee until age 65.

Effective January 1, 1991, those employees with 15 years of service, and who have attained the age 60 will be provided the medical coverage in effect at the time of their retirement. This coverage will also be based on a 50/50 co-pay between the employee and the employer, and will only provide coverage for the employee until age 65.

Group rates will be made available in the following circumstances:

- (a) Employee retires prior to age 50 with 25 years of service to the county
- (b) Employee continues coverage after age 65;
- (c) Employee desires coverage for spouse/dependant children.

The abovementioned coverages (a, b, c) will be paid 100% by the employee.

GENERAL PROVISIONS

Section 54. Detective Clothing Allowance. Detectives who are permanently assigned, including Youth Officers & Narcotics Officers shall receive the following clothing allowance:

<u>Date</u>	<u>Increment Amount</u>	<u>Total Allowance</u>
1/ 1/89	\$ 50.00	\$ 50.00
7/ 1/89	\$ 50.00	\$100.00
1/ 1/90	\$ 50.00	\$150.00
7/ 1/90	\$ 50.00	\$200.00

Detectives who are temporarily assigned, being defined as those assigned to the detective rank for a period of 90 days or less or part-time detectives shall not be eligible for any clothing allowance.

Section 55. Shoes for Dispatchers. One pair of shoes will be selected by the Sheriff each year for those Dispatchers who are in uniform. Dispatch clerks will not be eligible for shoes. Those employees who elect to obtain shoes from the Sheriff pursuant to this provision will be required to wear those shoes during on-duty working hours at all times for that annual period.

Section 56. On Call Status. The Sheriff may require officers to be scheduled to be on an "on call status" on weekends. Such officers are required to be available and reachable by pager. Officers who are required to be on an on call status for the year shall be compensated by an allotment of two additional vacation days per year.

Section 57. Pay Periods. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 58. Bulletin Boards. The Employer shall provide a Bulletin Board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of either a Union or Employer representative.

Section 59. Training. For any mandatory school or in-service training assigned by the Sheriff occurring on a leave day or off duty time, the employee will be paid at the rate of straight time, the maximum of which shall be no more than eight (8) hours per day. Such time shall not count as time actually worked for purposes of overtime premium pay.

Section 60. Temporary Employees. The employer reserves the right to hire part-time, temporary or regular employees, who shall not be subject to this Agreement. However, such employees shall not be hired so as to cause full-time employees to be laid off.

Section 61. Temporary Transfer. In the event the Sheriff decides to fill a temporary job opening in a higher classification due to illness, emergency leave, vacations, temporary work increases, weather or other cause, the Sheriff shall select the employee he feels is best suited for such temporary transfer. Consideration shall be given to the employee's ability, work record, qualifications and seniority as exclusively judged by the Sheriff or his designated representative.

Section 62. Loss or Damage. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or other tangible items, or articles rented or leased by the Employer unless it is shown that said employee used or operated such article in a careless or negligent manner, or used or operated said article or property for a private purpose without the permission of the Employer. The employee shall be responsible for damages caused maliciously or through gross negligence.

Section 63. Moonlighting. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Sheriff must be obtained before any employment is undertaken if such employment is other than on an irregular or occasional basis. Employees shall not wear the Department uniform unless they are working for or with the permission of the Employer. Violation of the provisions of this Section shall constitute just cause for dismissal and loss of all seniority rights and benefits provided by this Agreement.

Section 64. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 65. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 66. Time Sheets Examination. The Union shall have the right to examine relevant time records pertaining to the computation of compensation of any employee whose pay is in dispute, at reasonable times on the Employer's premises, provided the employee consents.

Section 67. Rules. The Sheriff shall have the right to establish rules and regulations for the operation of the Department. The Sheriff shall notify the Union of any new rule or regulation before it is promulgated. In the event the Union wishes to discuss the reasonableness of any new rule or regulation, it may request, within five (5) days after the promulgation of such rule or regulation, a meeting with the Sheriff to discuss

it and such meeting shall be held promptly. Rules and regulations shall be in writing.

If the Union is not satisfied with the reasonableness of any rule promulgated by the Sheriff, it may, within fifteen (15) days after the promulgation of such rule, file a grievance protesting the reasonableness of such rule through the grievance and arbitration procedure.

Section 68. Uniforms and Equipment. The County will continue to furnish uniforms and equipment for deputies as previously furnished, except that it will provide four (4) summer shirts and four (4) winter shirts. The County will also provide uniforms for dispatchers as determined by the Sheriff and the County.

Section 69. Transporting Prisoners. The Sheriff shall determine the number of personnel required to transport prisoners. In determining whether more than one (1) person should transport prisoners, the Sheriff shall consider the nature of the crime involved, any history of violence, the prisoner himself, and the distance involved. Two (2) persons (either departmental personnel, court officers, reserves, or employees of another policy agency, where applicable, etc.) shall be used to transport four (4) or more criminal felons, or to transport prisoners to a state prison.

SAFETY

Section 70. Reports of Accidents. Any employee involved in any accident while on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall fill in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer. Employees shall report any injuries sustained off duty, except minor injuries.

Section 71. Condition of Vehicle. The Employer will equip all vehicles with the safety appliances required by law and will maintain vehicles in safe operating condition. Any defects or unsafe conditions in vehicles or other equipment must be promptly reported to the Employer in writing, no later than the end of the employee's shift.

Section 72. Safety Protest. When an employee is required by a supervisor to work on equipment which the employee regards as unsafe, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest. Any equipment that has been written up as unsafe will be inspected by the Sheriff or his representative as promptly as

possible, and the Sheriff or his representative will promptly cause such repairs to be made as he determines necessary.

Section 73. On-the Job Injury. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority, for the remainder of the shift, will be paid for the time lost on the remainder of his shift on the date of injury.

Section 74. Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his normal job duties, the Sheriff has the right, but shall not be obligated, to place the employee in a position that he is physically and mentally able to perform within the Sheriff Department. The determination of the employee's physical and mental limitations is to be made by a physician selected by the Employer.

SEPARABILITY AND SAVINGS CLAUSE

Section 75. Separability Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

WAIVER

Section 76. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement cannot be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to

any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 77. Duration. This Agreement shall remain in force until December 31, 1993, at midnight, and thereafter for successive periods of sixty (60) days, unless either party shall on or before the sixtieth (60) day prior to expiration or subsequent sixty (60) day period serve written notice on the party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period whichever is the case, in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

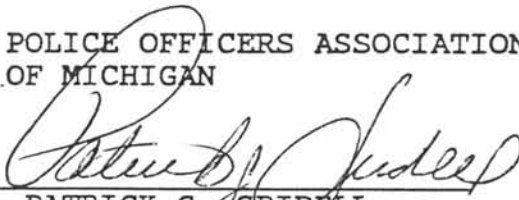
THE KALKASKA COUNTY BOARD
OF COMMISSIONERS

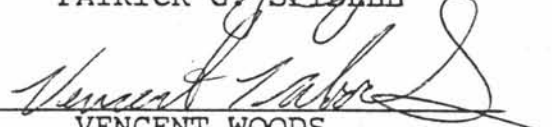

DUANE MC CULLEN, CHAIRMAN


MELVIN F. HILL


MARGARET DRAGOO

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


PATRICK G. SPIDELL

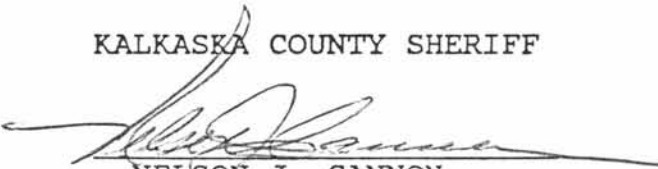

VINCENT WOODS


BRUCE R. GUALTIERE


DAVID HEIN

SYLVIA M. BONOFIGLIO

KALKASKA COUNTY SHERIFF


NELSON J. CANNON

DATED: DECEMBER 28, 1990

APPENDIX "A"
WAGES

Effective the first full pay period beginning on/or after the dates indicated, the following wage rates will become effective:

January 1, 1991*

Classification	Start	6 Mos.	1 Year	2 Year	3 Year
Det. Sergeant	--	--	25190.50	--	--
days	--	--	12.11	--	--
aft.	--	--	25398.50	--	--
mid.	--	--	25502.50	--	--
			12.26	--	--
Police Sergeant	--	--	25190.50	--	--
days	--	--	12.11	--	--
aft.	--	--	25398.50	--	--
mid.	--	--	25502.50	--	--
			12.26	--	--
Corrections Sgt.	--	--	24710.40	--	--
days	--	--	11.88	--	--
aft.	--	--	24918.40	--	--
mid.	--	--	25022.40	--	--
			12.03	--	--
Police Officer**	19576.96	20592.00	21611.20	22630.40	23664.16
days	9.412	9.900	10.390	10.880	11.377
aft.	19784.96	20800.00	21819.20	22838.40	23872.16
mid.	19888.96	20904.00	21923.20	22942.40	23976.16
	9.512	10.000	10.490	10.980	11.477
	9.562	10.050	10.540	11.030	11.527
Corrections Offr.	17376.32	18177.12	18676.32	19254.56	19774.56
days	8.354	8.739	8.979	9.257	9.507
aft.	17584.32	18385.12	18884.32	19462.56	19982.56
mid.	17688.32	18489.12	18988.32	19566.56	20086.56
	8.454	8.839	9.079	9.357	9.607
	8.504	8.889	9.129	9.407	9.657
Telecommunicator	15797.60	16523.52	16979.04	17505.28	--
days	7.595	7.944	8.163	8.416	--
aft.	16005.60	16731.52	17187.04	17713.28	--
mid.	16109.60	16835.52	17291.04	17817.28	--
	7.695	8.044	8.263	8.516	--
	7.745	8.094	8.313	8.566	--
Clerk**	13717.60	14443.52	14899.04	15425.28	--
days	6.595	6.944	7.163	7.416	--
aft.	13925.60	14651.52	15107.04	15633.28	--
mid.	14029.60	14755.52	15211.04	15737.28	--
	6.695	7.044	7.263	7.516	--
	6.745	7.094	7.313	7.566	--

*County to begin paying employee 3% retirement contribution in lieu of wage increase for 1991.

**These pay rates will affect all new hires beginning 01/01/91

APPENDIX "B"
Wages

Effective the first full pay period beginning on/or after the dates indicated, the following wage rates will become effective:

January 1, 1992

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Det. Sergeant	--	--	25877.28	--	--
days	--	--	12.411	--	--
aft.	--	--	26022.88	--	--
mid.	--	--	12.511	--	--
			26334.88	--	--
			12.661	--	--
Police Sergeant	--	--	25877.28	--	--
days	--	--	12.411	--	--
aft.	--	--	26022.88	--	--
mid.	--	--	12.511	--	--
			26334.88	--	--
			12.561	--	--
Corrections Sgt.	--	--	25334.40	--	--
days	--	--	12.180	--	--
aft.	--	--	25542.40	--	--
mid.	--	--	12.280	--	--
			26646.40	--	--
			12.330	--	--
Police Officer**	20200.96	21216.00	22235.20	23254.40	24288.16
days	9.712	10.200	10.690	11.180	11.677
aft.	20408.96	21424.00	22443.20	23462.40	24496.16
mid.	9.812	10.300	10.790	11.280	11.777
	20512.96	21528.00	22547.20	23566.40	24600.16
	9.86	10.35	10.840	11.330	11.827
Corrections Offr.	18000.32	18801.12	19300.32	19878.56	20398.56
days	8.654	9.039	9.279	9.557	9.807
aft.	18208.32	19009.12	19508.32	20086.56	20606.56
mid.	8.754	9.139	9.379	9.657	9.907
	18312.32	19113.12	19612.32	20190.56	20710.56
	8.804	9.189	9.429	9.707	9.957
Telecommunicator	16421.60	17147.52	17603.04	18129.28	--
days	7.895	8.244	8.463	8.716	--
aft.	16629.60	17355.52	17811.04	18337.28	--
mid.	7.995	8.334	8.563	8.816	--
	16733.60	17459.52	17915.04	18441.28	--
	8.045	8.394	8.613	8.866	--
Clerk**	14341.60	14505.92	15523.04	16049.28	--
days	6.895	6.974	7.463	7.716	--
aft.	14549.60	15275.52	15731.04	16257.28	--
mid.	6.995	7.344	7.563	7.816	--
	14653.60	15379.52	15835.04	16361.28	--
	7.045	7.394	7.613	7.866	--

**These pay rates will affect all new hires beginning 01/01/91

APPENDIX "C"

Wages

Effective the first full pay period beginning on/or after the dates indicated, the following wage rates will become effective:

January 1, 1993

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Det. Sergeant	--	--	26646.88	--	--
days	--	--	12.811	--	--
aft.	--	--	26854.88	--	--
mid.	--	--	12.911	--	--
	--	--	27166.88	--	--
	--	--	13.061	--	--
Police Sergeant	--	--	26646.88	--	--
days	--	--	12.811	--	--
aft.	--	--	26854.88	--	--
mid.	--	--	12.911	--	--
	--	--	27166.88	--	--
	--	--	13.061	--	--
Corrections Sgt.	--	--	26166.40	--	--
days	--	--	12.580	--	--
aft.	--	--	26374.40	--	--
mid.	--	--	12.680	--	--
	--	--	26478.40	--	--
	--	--	12.730	--	--
Police Officer**	21032.96	22048.00	23067.20	24086.40	25120.16
days	10.112	10.600	11.090	11.580	12.077
aft.	21240.96	22256.00	23275.20	24294.40	25328.16
mid.	10.212	10.700	11.190	11.680	12.177
	21344.96	22360.00	23379.20	24398.40	25432.16
	10.262	10.750	11.240	11.730	12.227
Corrections Offr.	18832.32	19633.12	20132.32	20710.56	21230.56
days	9.054	9.439	9.679	9.957	10.207
aft.	19040.32	19841.12	20340.32	20918.56	21438.56
mid.	9.154	9.539	9.779	10.057	10.307
	19144.32	19945.12	20444.32	21022.56	21542.56
	9.204	9.589	9.829	10.107	10.357
Telecommunicator	17523.60	17979.52	18435.04	18961.28	--
days	8.295	8.644	8.863	9.116	--
aft.	17461.60	18187.52	18643.04	19169.28	--
mid..	8.395	8.744	8.963	9.216	--
	17565.60	18291.52	18747.04	19273.28	--
	8.445	8.794	9.013	9.226	--
Clerk**	15173.60	15337.92	16355.04	16881.28	--
days	7.295	7.374	7.863	8.116	--
aft.	15381.60	15545.92	16563.04	17089.28	--
mid.	7.395	7.474	7.963	8.216	--
	15485.60	15649.92	16667.04	17193.28	--
	7.445	7.524	8.013	8.266	--

**These pay rates will affect all new hires beginning 01/10/91.

LETTER OF UNDERSTANDING

~~ATTN~~

EFFECT 1-1-91 TWO EMPLOYEES WORKING
PRIMARILY CLERICAL, BEA CLOSB AND JANE
BARRICK BE CLASSIFIED AS CLERKS. THEIR
PAY RATE TO STAY AS IS, FROZEN, UNTIL
SUCH TIME AS THEY QUALIFY TO BECOME
TELECOMMUNICATORS AND PLACED IN THAT
CLASSIFICATION. TELECOMMUNICATOR CLASSIFICATION
DESCRIPTION TO INCLUDE WORKING THE
RADIO AS A PRIMARY FUNCTION.

Melvin G. Hill Commissioner
12-29-90

Virginia L. Lee, Commissioner
12-29-90

John J. Speller
12-29-90

Duane M. Cullen Chair.
12-29-90

