

12/31/92

Kent County

AGREEMENT

between

THE COUNTY OF KENT
AND THE SHERIFF OF KENT COUNTY

-and-

THE KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION

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Effective: September 10, 1990 - December 31, 1992

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AGREEMENT

THIS AGREEMENT, made and entered this 15th day of May, 1991, with economic provisions effective January 1, 1990, and non-economic provisions effective September 10, 1990, by and between the COUNTY OF KENT and the SHERIFF OF KENT COUNTY hereinafter referred to as the "Employer" or "County," and the KENT COUNTY DEPUTY SHERIFFS ASSOCIATION, hereinafter referred to as the "Association."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

NOW, THEREFORE, the parties agree as follows:

RECOGNITION

Section 1.1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Association as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended by Act No. 379, Public Acts of 1965, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time employees employed in the Sheriff's Department of Kent County, classified and/or occupying the position of Sergeant, Detective Sergeant, Detective Patrol Officer, EMT III Officer, Patrol Officer, Emergency Communications Supervisor, Emergency Communications Operator, Corrections Officer and Radio Technician BUT EXCLUDING the Sheriff, Undersheriff, Captains, Lieutenants, polygraph examiners and all other employees.

Section 1.2. The positions entitled detective sergeant and detective patrol officer are not classifications as such but are work assignments.

Section 1.3. Other Agreements. The Employer hereby agrees not to enter into any agreements with any other labor organization with respect to employees included in the collective bargaining unit described herein.

Section 1.4. Work Assignments. The Association acknowledged that recognition by the Co-Employers of the Association as the collective bargaining agent herein, nor any other provision of this Agreement, restricts the Sheriff from exercising his sole and exclusive right to make or to reassign work assignments to his employees within each classification or from one classification to another pursuant to his lawful authority. In the event of numerous (five or more) reclassification transfers mandated by a situation, the Sheriff agrees to meet with the Association to discuss the impact of such event. The Sheriff agrees that there will be no inter-division involuntary transfers for disciplinary purposes, however, the Sheriff may transfer an employee intra-division for disciplinary supervision.

Section 1.5. Definitions. The words and phrases defined below shall have the meaning assigned herein.

(a) Classification (or Class): Means a position or a group of positions, defined by a single specification as to duties, responsibilities, experience, training and educational background required, and is designated by a single title indicative of the kind of work.

(b) Transfer: Means the assignment of an employee from one classification to another or from one work assignment to another. Transfers may be intra- or inter-divisional and may be permanent or temporary.

(c) Work Assignment: Means a position or post calling for specified duties to which an employee is assigned for a definite or indefinite period of time but which has not been designated as a work classification. Duty assignment is interchangeable with work assignment.

(d) Reclassification: Means the reassignment of a position due to a change in duties and responsibilities from one class to another class with a different position specification.

(e) Departmental Divisions: The four divisions within the Kent County Sheriff's Department are: Road Patrol, Investigative, Corrections, and Service Division.

ASSOCIATION REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer agrees to recognize not more than seven (7) Sheriff Department employees, including the President and Treasurer of the Association, as a collective bargaining committee. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances in

accordance with the procedures established in this Agreement. Members of the collective bargaining committee shall also meet with County officials for the purpose of negotiating modifications to this Agreement. The Association may designate any permanent full-time employee with one (1) year of seniority employed in the Sheriff Department to the collective bargaining committee. The Association shall furnish the Employer in writing the names of its collective bargaining committee members and alternates. The Association may designate alternates who shall serve only in the absence of committee representatives.

Section 2.2. Committee Lost Time. Employee members of the bargaining committee shall be paid by the Employer for time spent in negotiations with the Employer but only for the straight-time hours they would have otherwise worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the employee's regular work schedule hours which otherwise would have been worked by the committee member. The committee shall be allowed to meet one-half (1/2) hour before and one-half (1/2) hour after the scheduled negotiations meetings with Employer representatives.

Section 2.3. Association Rights. All employees covered by this Agreement shall have the right to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employer through representatives of their own free choice; provided however, that such rights shall be exercised consistent with and not in conflict with the terms of this Agreement.

Section 2.4. Association President. The Association President, during his term of office, at his request, shall be assigned to the 7 a.m. to 3 p.m. or 3 p.m. to 11 p.m. work shift, at his preference.

Section 2.5. Investigatory Interview. The parties agree to the following:

1. An employee who is called into an interview with a representative of the Employer and can reasonably anticipate disciplinary action stemming from the interview is entitled, upon his request, to have an Association representative present at the interview.
2. The employee has the right to be informed prior to the investigatory interview of the subject matter of the interview and nature of any charge or impropriety (not however, the specific rule or regulation violated).
3. An employee, who seeks to have an Association representative present, may, upon request, engage in a reasonable but brief pre-interview conference with the Association representative, or the request may come from the Association representative.

4. An Association representative shall be able to:

- A. Assist the employee by eliciting favorable facts, and save the Employer production time by getting to the bottom of the incident occasioning the interview.
 - B. Assist the employee and may attempt to clarify facts or suggest other employees who may have knowledge of them.
 - C. If requested by the Employer representative, the Association representative will delay his comments until the employee has given his statement.
5. An Association representative shall not disrupt the investigatory interview, and the Employer representative has no duty to bargain with the Association representative who attends the interview.

6. Sergeants who are requested by the Employer to conduct interviews, shall follow these guidelines. However, the Employer and the Association share the responsibility if the interview is conducted in a manner not in accord with these agreements.

Section 2.6. Compulsory Statement (Garity Rule). If the matter under investigation could lead to criminal charges, but the Departmental inquiry is not directed to obtaining inculpatory statements from an employee to be utilized in criminal proceedings against that employee, but is merely for the purpose of determining the employee's continued status with the Department, the employee shall be advised that the employee's Constitutional Rights prohibit coerced statements obtained in the threat of discharge from use and subsequent criminal proceedings against him. When the Employer advises the employee that such statements given will not be used against him in any subsequent criminal proceedings, the employee shall also be advised that:

- A. The employee has the right to Counsel or Association representation during questioning;
- B. The presence of Counsel or an Association representative will in no way, in and of itself, jeopardize his continued employment;
- C. The employee is required to fully and truthfully answer the questions or be subject to discharge.

ASSOCIATION SECURITY AND CHECKOFF

Section 3.1. Agency Shop. All employees who are subject to this Agreement and who are members of the Association shall, as a condition of continued employment, either remain members in good standing for the duration of this Agreement or pay to said Association an agency fee and assessments uniformly levied upon all Association members. All new employees who are subject to this Agreement upon completion of twelve (12) months of employment shall, as a condition of continued employment, either become and remain members in good standing in the Association for the duration of this Agreement or pay to said Association an agency fee, initiation fees and assessments uniformly levied upon all Association members.

Section 3.2. Checkoff. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Association's dues subject to all of the following subsections:

- (a) The Association shall obtain from each of its members a completed Checkoff Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.
- (b) All Checkoff Authorization Forms shall be filed with the Employer's Director of Personnel who may return any incomplete or incorrectly completed form to the Association's treasurer, and no checkoff shall be made until such deficiency is corrected.
- (c) All other employees covered under this Agreement who do not voluntarily choose membership in the Association shall have deducted from their wages a percentage of the membership dues which sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said employee due the Association as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example but not by way of limitation, state, national or other dues and assessments or other amounts for other Association activities.
- (d) The Employer shall checkoff only obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Association.
- (e) The Employer's remittance will be deemed correct if the Association does not give written notice to the Employer's Administrator within

two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

- (f) Any employee covered by the terms of this Agreement may join or terminate membership in the Association by written notice to the Personnel Director, and the amount owing the Association shall reflect accordingly with the next payment from the employee and due the Association.
- (g) The Association shall provide at least thirty (30) days' written notice to the Personnel Director of the amount of the Association dues and/or representation fee to be deducted from the wages of County employees as in accordance with this Section. Any change in the amounts determined will also be provided to the Personnel Director at least thirty (30) days prior to its implementation.
- (h) The Association agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Association dues or in reliance on any list, notice, certification, or authorization furnished under this Section. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

RIGHTS OF THE EMPLOYER

Section 4.1. Reserved Rights. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer within the department, assign, and retain employees in positions within the County consistent with the employee's ability to perform the assigned work. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer. It is also agreed that the Employer has the right to determine the method, means and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers thereof. The Employer shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

GRIEVANCE PROCEDURE

Section 5.1. Definition of Grievance. For the purpose of this Agreement, "grievance" means a dispute regarding the meaning, interpretation or alleged violation of the Agreement or the reasonableness of the Department's rules and regulations under Section 5.11. A grievance under the Agreement may be initiated by employees in the bargaining unit either singularly or jointly or by the Association under Section 5.6.

Section 5.2. Grievance Procedure. An employee having a grievance shall present it to the Employer as follows:

Step 1. Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, he shall discuss it with his lieutenant or immediate supervisor within five (5) days after its occurrence. The employee may have a representative of the collective bargaining committee present.

Step 2. Written Procedure. If the grievance is not resolved, a member of the collective bargaining committee shall reduce the grievance to writing and present it to the Sheriff or his designated representative within seven (7) days after its occurrence. The grievance shall be dated and signed by the aggrieved employee, and his representative shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Sheriff receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the representative who signed the grievance, insofar as practical, and the Sheriff, or his designated representative, to discuss the grievance. The Sheriff, or his designated representative, will then answer the grievance in writing within five (5) days from the date of the meeting at which the grievance was discussed.

Step 3. If the answer of the Sheriff or designee is not satisfactory to the grievant, the grievance may be referred to the Association Grievance Chairperson, who may submit his appeal to the Sheriff indicating the reasons why the written answer of the Sheriff is unsatisfactory. A meeting between no more than three (3) members of the collective bargaining committee of the Association and the Sheriff, and the County Personnel Officer, or their designated representative, will be arranged to discuss the grievance appealed. Said meeting is to be within ten (10) days from the date when received by the Employer. The Employer shall answer the grievance within seven (7) days of the date of the meeting at which the grievance was discussed.

Step 4. In the event that the grievance is not satisfactorily resolved in Step 3, the Association may request arbitration of the unresolved grievance which

is arbitrable by giving written notice to the Employer of its intent to arbitrate, within thirty (30) days following receipt of the Employer's answer in Step 3.

Section 5.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Association, the parties may, within five (5) days, select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by each party alternately striking a name from the list and the remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer. Each party is responsible for its own expenses.

Section 5.4. Pre-Arbitration Conference. The parties agree to meet a minimum of thirty (30) calendar days prior to any grievance which has been scheduled for arbitration to explore:

- A. Settlement
- B. Agreement on the issues
- C. Stipulations to be submitted.

Section 5.5. Witnesses. If the Employer or the Association requests that the aggrieved employee or other persons are necessary, they shall be present at the hearing, or at any step or steps of the grievance procedure; provided, however, that if a witness is on duty, he will be excused after giving his testimony so that he can promptly return to duty.

Section 5.6. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be at all times wholly governed by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The Association acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement and the arbitrator may not substitute his judgment for that of the Employer. He shall have no authority to rule upon job descriptions, work assignments, work standards or personnel requirements. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitration award shall not be retroactive earlier than the date that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding on the Association, the Employer and its employees; provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct or other unlawful means.

Section 5.7. Class Action Grievances. Grievances on behalf of a shift or division or the entire Association shall be filed by the president of the Association or chairman of the grievance committee and shall be processed starting with the second step of the grievance procedure.

Section 5.8. Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, the grievance shall be processed starting at the second step of the grievance procedure and a meeting will be held by the representative and the Sheriff or his designated representative, within five (5) days after submission to discuss the grievance.

Section 5.9. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, including arbitration if the Association so requests. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 5.10. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 5.11. Grievance Form. The grievance form shall be mutually agreed upon.

Section 5.12. Rules and Regulations.

a) The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards or the performance of their duties. The Employer agrees to submit to the Association President any changes in Volume 3 of the Departmental Manual for comment or suggestions at least ten (10) days prior to the official promulgation or effective date of said amendment or modification. The Association may, within five (5) days after receiving notice, invoke the special conference procedure of this Agreement, in which event a special conference will be held within fifteen (15) calendar days after request for same. The Association may challenge the reasonableness of said rules and regulations by filing a grievance at Step 2 within seven (7) days after the rules or regulations have been established and the Association has received written notice thereof.

b) In the event that the Sheriff or the County promulgates a major revision of its rules and regulations concerning the conduct of their employees and/or the standards of performance of employees' duties, the seven (7) day period provided above shall be forty-five (45) days or such other time as the parties mutually agree.

Section 5.13. Special Conference. The Employer and the Kent County Deputy Sheriff's Association agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth

in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. The Association shall be represented by not more than four (4) members of the collective bargaining committee. The Employer and the Association may have non-employee representatives present if desired.

Section 5.14. Lost Time. The Association representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

The members of the collective bargaining committee shall be allowed time off their jobs without loss of pay to investigate a grievance which has been presented in writing upon having received permission from his supervisor. The supervisor will normally grant permission and provide sufficient time to the members of the collective bargaining committee to leave their work for these purposes subject to the conditions that this privilege does not unreasonably interfere with the operation of the Department. The Association agrees that this privilege will not be abused. The Employer agrees to compensate representatives of the Association at their straight time regular rate of pay for all reasonable time lost from their regular schedule of work due to mutually agreed upon meetings with the Employer and grievance administration in accordance with the grievance procedure.

PROHIBITED ACTIVITY

Section 6.1. No Strike--No Lockout. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Kent County Deputy Sheriff's Association therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Kent County Deputy Sheriff's Association further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the County, as long as this contract is in force. During the life of this Agreement, the Association shall not cause its members nor shall any member of the Association engage in any strike, because of a labor dispute between the County and any other labor organization. The Employer agrees not to lock out its employees during the term of this Agreement.

Section 6.2. Penalty. Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Association acknowledges that discharge is an appropriate penalty for the violation of Section 6.1.

Section 6.3. Affirmative Action. The Association agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the employees that it disavows these acts.

HOURS OF WORK AND OVERTIME

Section 7.1. Workweek - Workday. The official workweek shall begin at 12:01 a.m., Monday and end at 12:00 p.m., Sunday. The official workweek of County employees shall be forty (40) hours per week. The official workday of County employees shall be eight (8) consecutive hours plus briefing time, inclusive of a meal period, in any one (1) twenty-four (24) hour period.

The Employer agrees not to reduce the hours in the workweek or the workday for full-time employees, instead of resorting to the layoff procedure set forth in this Agreement.

Section 7.2. Work Schedule. The work schedule which has been established by the Sheriff shall remain and be posted so that employees are scheduled forty (40) hours of work per week with eight (8) consecutive hours in a workday, including a lunch period. There shall be ten (10) minutes before the start of a shift to be used for briefing which shall be excluded from overtime.

Notwithstanding this Section, the following groups of employees shall be on an 8:00 a.m. to 5:00 p.m. workday with a one (1) hour non-paid lunch period: Detectives, excluding the Vice Section second shift, and employees assigned to administrative assignments. The Civil Process Servers and Warrant/Fugitive Section of the Detective Bureau shall be on a 7:00 a.m. to 4:00 p.m. workday with a one (1) hour, non-paid lunch period.

Section 7.3. Overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's straight-time hourly rate (annual salary divided by 2080 hours) for all hours actually worked in excess of forty (40) in any one (1) workweek. Recognized holidays which have been paid, compensatory time, vacation days which have been paid and funeral leave which has been paid, shall be counted as time worked up to eight (8) hours each day for overtime purposes. Overtime pay shall not be duplicated nor shall an employee receive compensatory time off and overtime pay for the same overtime hour(s) worked. If an employee is paid for Court time, any witness fees or mileage shall be paid to the County. An employee shall receive a minimum of two (2) hours at time and one-half (1-1/2) his regular straight-time rate for a Court appearance.

Section 7.4. Call-in. An employee called in for duty or for a Court appearance which is not contiguous to his regular schedule of work shall be guaranteed two (2) hours at time and one-half (1-1/2) his regular rate of pay. If the employee is paid for Court time, any witness fees and mileage due the employee shall be paid to the County. If the employee uses his personal vehicle, he may retain mileage fees.

Section 7.5. Compensatory Time. In lieu of overtime pay as provided in this Agreement, the Sheriff, with the approval of the employee, may grant compensatory time off at the rate of time and one-half (1-1/2) for such overtime hours worked. Compensatory time should be utilized infrequently.

Section 7.6. Training. All employees shall be expected and agree to volunteer for up to sixteen (16) hours each calendar year (commencing January 1, 1991) for training and improvement of professional standing. Thereafter, an employee who is required to attend training sessions shall be paid for such training sessions at the employee's straight-time hourly rate. The Employer agrees that the employee's work schedule/hours, shall not be changed, absent a minimum of five (5) days' notice in advance of that change, for the purposes of training. In the event that the Employer does not provide the minimum five (5) days' notice, the employee will attend the training session, work the regular days off/hours and be paid overtime at the rate of time and one-half (1-1/2) the employee's straight-time rate. The sixteen (16) hours voluntary training time shall terminate December 30, 1992.

SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined as length of the employee's continuous service with the Employer commencing from his last date of hire. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular rank. Seniority shall continue to accumulate during all approved leaves of absence. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 8.2. Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without regard to this Agreement.

Section 8.3. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, rank, position, range and step, and seniority date, and shall furnish a copy to the Association at the first of each year, or as soon as practical each year.

Section 8.4. Loss of Seniority. An employee's seniority with the County shall terminate for the following reasons:

- a) He resigns or quits.
- b) He is discharged or terminated.
- c) He retires.
- d) He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
- e) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, unless otherwise excused.

Section 8.5. Promotions. The purpose of the promotional procedure is to establish a promotion system for deputies of the Kent County Sheriff's Department as directed and approved by the Sheriff. The promotion procedure will be for sergeant positions.

A. Closed Program:

- (1) Promotion means to advance from a lower paid rank to a higher paid rank. This program involves the upward movement of selected personnel from within the department to the rank of sergeant.
- (2) Each promoted employee must be a current member of the department and must meet all the eligibility rules of the promotional procedure.

B. Program Weight:

- (1) Scores shall be based upon the written examination, performance evaluation, and department oral board. The weights assigned shall be as follows:

(a) Written Examination: 50 points (An applicant must score in the top 70% of the examination group in order to take the oral board.)

(b) Performance Evaluation: 30 points.

(c) Oral Board: 20 points.

(d) Seniority: Up to a maximum of 10 points. (Seniority points are given at the rate of one point per each two [2] years of seniority.)

(2) Upon grading of the written examination, and after performance evaluation, the top fifteen (15) applicants shall be entitled to an oral Board examination.

C. Testing Cutoff:

- (1) An applicant must score a minimum of 70% on written examination in order to take additional examinations.
- (2) Scoring and points of eligible participants shall be accomplished as soon as practicable after testing process is completed.

D. Roster:

(1) For each rank position which is open and which is to be filled as determined by the Employer, a roster of applicants who have satisfied the conditions of this promotional procedure shall be maintained in consecutive order for a period of one (1) year. Results of the examination segments shall be posted next to the employee's social security number. The Sheriff shall make the promotion from among the top three (3) applicants on the roster. If more than one position is to be filled, selection from the following top applicants shall be made:

Positions	Top Applicants
1	3
2	5
3	7
4	9
etc.	

(2) An eligible deputy may participate in more than one promotional examination and be on more than one roster. An employee may remain on the roster even if he declines the promotions.

E. Examination Period:

Written examinations will be given, when sergeant positions are open, once a year.

and administered to each given rank level. Written tests will be designated a general knowledge level or standards designated where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted. Personnel will be advised well in advance of testing as to the nature of the test to be administered. The Sheriff shall prepare the written examination or secure it from a professional testing agency.

J. Performance Evaluation:

Evaluation will be semi annually or more if necessary with the last evaluation within six (6) months prior to the written examination.

K. Examination Procedure:

(1) Any deputy has the right to examine the results of his own examination.

(2) These documents are confidential, and they cannot be removed from the files, except as set forth in the following paragraph.

(3) The contents of promotional documents will be made known only to the Sheriff and his designated representatives and the deputy himself and his designated representatives.

L. Oral Board:

The oral board shall consist of:

- (1) Sheriff or his designee
- (2) Up to two (2) Division or Bureau Heads
- (3) A command officer of equal or higher rank from another law enforcement department.

The parties agree to retain the services of Mr. William Rye for the purposes of his evaluation and recommendations of the Department's performance evaluations in its promotional procedure. The parties agree to equally share the cost of his services. The parties also agree to be bound by his recommendations.

Section 8.6. Shift Preference. Employees assigned to the three (3) divisions (road patrol, corrections and service [communications]) shall be allowed to select their shifts by bidding in accordance with their seniority in the following manner:

F. Probation:

(1) Commencing the first full pay period following promotion, the promoted deputy shall receive the rate of the new rank or classification at the same step paid the deputy prior to the promotion.

(2) All promoted employees shall be on probation for a period of six (6) months immediately following promotion.

(3) During such probationary period, the Sheriff may demote the employee to his former rank or the deputy may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank.

G. Notification-Posting:

(1) Examination notices for competitive promotion shall be posted on the bulletin boards throughout the department for a minimum of thirty (30) days prior to the examination date.

(2) Subjects to be covered in the written and oral examinations shall be posted thirty (30) days prior to the examination date.

(3) Deputies eligible to compete shall submit their letters of intent to participate to the Sheriff no later than ten (10) days prior to the examination date.

H. Eligibility:

(1) Road and/or Detective Division: A deputy must have not less than three and one-half (3-1/2) years of continuous experience in the department and must have performed road patrol duty or detective duty for a minimum of six (6) months within the year immediately prior to the examination.

(2) Jail and/or Honor Camp Division: A deputy must have not less than three and one-half (3-1/2) years of continuous experience in the department and must have experience in the Corrections Division for a minimum of six (6) months within the year immediately prior to the examination.

I. Written Examination:

The content of any written examination will be scaled appropriately to the level of the position being considered. All written tests will be structured

Section 8.7. Transfers. In lieu of the policies ordered by the Court on March 21, 1986, all reclassification transfers, whether inter-divisional or not, and work assignment transfers, excluding rank promotions, shall be administered in the following manner:

1. There are two types of permanent transfers: (a) one classification to another called reclassification, and (b) one work assignment to another. Both types of transfers may be intra- and inter-divisional. Permanent transfers may be initiated by the employee or the Employer. In either case, all transfer decisions shall be pursuant to the lawful authority of the Sheriff and shall not be subject to challenge under the grievance and arbitration provisions herein.
2. All permanent vacancies which are to be filled within a classification or work assignment position shall be posted, for informational purposes only, on the bulletin board within the department for a minimum of seven (7) days. Employees interested in such position may make application by filling out the required forms as provided by the Co-Employers within the time period allowed.
3. **Reclassification Transfers.** All applicants for a reclassification vacancy shall compete openly with all interested outside applicants and shall meet the same requirements as all other candidates without affording preference based upon their status as Sheriff Department employees.
4. **Work Assignment Transfers.** All applicants for a work assignment transfer shall be reviewed by the Sheriff who will consider: (i) the needs of the Department (ii) the employee's experience (iii) the employee's training (iv) the employee's work record, and (v) the employee's seniority.
5. Temporary transfers of ninety (90) days or less shall not be posted.

LEAVES OF ABSENCE

Section 9.1. Personal Leave.

- (a) **Personal Leave Without Pay.** Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and given to the Sheriff. Such request shall state the reasons for the leave. Approval shall be in writing by the Sheriff and the Personnel Officer.

A. Road Patrol shall bid on a shift assignment once a year, during January, with the transfer to the preferred shift to occur on the first Monday in April. Employees within each of the three (3) groups shall be assigned to their preferred shift, provided the employee has the greater seniority. The three (3) groups are: road patrol sergeants, E-Unit officers and road patrol officers.

B. Corrections and service shall bid on a shift assignment each six (6) months: bids will be held in January for the transfer to the preferred shift which shall occur on the first Monday in April; bids will be held in July for the transfer to the preferred shift which shall occur on the first Monday in October. In the service division, the Sheriff shall assign shift assignments at his sole discretion the third six (6) month period in an eighteen (18) month cycle or the communications bureau in the service division bidding could be arranged in the following manner:

Bid	Assigned	Date
AB	C	1/91
BC	A	7/91
CA	B	1/92

C. Because of the specialized work assignments in the Corrections Division, specifically, breathalyzer operators, front office and receiving, female corrections officers, medical/classification, the Sheriff reserves the right to assign employees to a designated shift notwithstanding their bid if there are insufficient numbers to fill the Sheriff's position allocations by utilizing the inverse order of seniority among the respective employees in the specialty assignments.

D. Employees will bid for vacations following their bid for shifts, notwithstanding the road patrol once per year shift bid, the road patrol will bid vacations once a year for summer and winter vacations.

E. Shift preference, as provided herein, shall not diminish the right of the Sheriff to make administrative changes in personnel to another shift, if he deems it necessary.

F. The shift bidding and summer and winter vacation bidding shall be coordinated.

G. Employees shall not be allowed to bid a patrol area, district, township, automobile or work assignment.

- (b) Personal Leave With Pay. Personal leaves of absence may be granted with pay upon approval of the Sheriff and the Finance Committee.

Section 9.2. Sick Leave. It is agreed that employees shall earn and be granted sick leave of absence under the following conditions and qualifications:

- (a) After the completion of six (6) months of employment, each full-time employee shall be credited with six (6) days of sick leave and will accumulate sick leave with pay at the rate of one (1) working day for each full month of employment to a maximum accumulation of 180 days. Sick leave shall be a benefit and shall not be converted to cash.
- (b) All payments for sick leave shall be made at the employee's rate of pay when he takes his sick leave.

- (c) Sick leave, when approved by the Sheriff and Personnel Officer, shall be granted:

- (1) When it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duty because of illness or injury.
- (2) When unusual situations or emergencies exist in the employee's immediate household.
- (3) An employee shall not be charged sick leave time for a doctor or dentist appointment when such time off is of one or two hours' duration.

- (d) Funeral Leave. Upon approval of the Sheriff, leave shall be given to attend the funeral or attend to personal family matters when death occurs in the employee's immediate family according to the following schedule:

- (1) Spouse, children, father, mother, sister, brother: five (5) days.
- (2) Father-in-law, mother-in law, sister-in-law, brother-in-law, grandparents, grandchildren: three (3) days.
- (3) Aunts and uncles: two (2) days.

Funeral leave with pay shall be deducted from an employee's accumulated sick leave. Additional time equivalent to air travel without pay shall be allowed for out-of-state immediate family deaths.

- (e) No sick leave shall be granted for minor illnesses which would not effect the safety of the employee, or of other persons, or of property, while performing job duties.

- (f) Disability due to pregnancy shall be treated as any other disability.

- (g) Medical certification will not be generally required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical certificates, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the Employer, for each absence, regardless of duration, if the Employer has reason to believe that the employee is abusing his/her sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

- (h) Before an employee absent from his duties for twelve (12) consecutive days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one of whom shall be selected by the employee, and the third by the first two physicians so named. The report shall be in writing to the Employer and to the Association. The cost of this report will be shared equally by the Employer and the Association.

- (i) In case of work incapacitating injury or illness for which the employee is or may be eligible for work disability benefit under Worker's Compensation Law of the State of Michigan, such employee, with the approval of the Personnel Officer, shall be allowed salary payments, which, with his compensation benefit, equal his regular salary or wage. The period covered by the foregoing shall be a period not to exceed twelve (12) weeks, after which accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's regular salary or wage. An employee injured in the line of duty by gunshot or aggravated assault (an assault that is more serious than a common assault) shall be covered by a period of twenty six (26) weeks. The Supplement provided herein is applicable only once for an

incapacitating injury, illness or aggravation thereof. Upon the exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowed under the Worker's Compensation Law of the State of Michigan.

Section 9.3. Military Leave.

(a) Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.

(b) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer the difference between the amount received for such training and the employee's regular salary or wage.

(c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for a period not to exceed five (5) working days.

Section 9.4. Disability Plan. Effective January 1, 1981, a disability plan shall become operative upon the expenditure of all of an employee's accumulated sick leave for a work-connected disability. Benefits shall be payable to age 65 at sixty percent (60%) of an employee's monthly salary up to a maximum of \$1,500 per month, offset for Worker's Compensation, pension and social security benefits. Effective January 1, 1990, the maximum of \$1,500 per month shall be increased to \$2,000 per month.

Section 9.5. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for a period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee receives from the Court, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employers, an employee must:

- (a) Give the Sheriff reasonable advance notice of the time that the employee is required to report for jury duty;

- (b) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and

- (c) Return to work promptly if after he is summoned by the Court, he is excused from jury duty service.

Section 9.6. Witness Leave. An employee legally subpoenaed as a witness in any criminal case in a Kent County court of law or courts of counties contiguous to Kent County, to which the employee is not a party, directly or indirectly, or as a member of a class, shall be given a witness leave of absence. For each day that an employee serves as a witness when the employee would have otherwise worked, the employee shall receive his straight time regular rate of pay for eight (8) hours, up to a maximum of five (5) days (40 hours) per calendar year. In order to receive the regular rate of pay under the terms of this section, an employee must:

- a. Turn over to the Employer all compensation, fees, or monies received by the employee in return for the employee's service as witness (excluding mileage);

- b. Give the Department Head reasonable advance notice of the time that the employee is required to report to court as a witness;

- c. Give satisfactory evidence that the employee has served as a witness pursuant to the legal subpoena of the court on the date that the employee claims to be entitled to pay under the provisions of this section; and

- d. Return to work promptly after the employee is subpoenaed by the court to serve as a witness, if the employee is released by the court during the employee's regularly scheduled shift.

Employees who are called as witnesses arising out of and as a result of their employment with other employers shall be excluded from the provisions of this Section.

VACATIONS

Section 10.1. Full-time employees of the County shall earn vacation leave with pay in accordance with the following schedule:

- (a) An employee shall not be entitled to a vacation leave during the course of the calendar year in which he is first employed except that if the employee is hired between January 1 and June 30, he may take one (1) week

vacation after he has worked six (6) months, but if taken, his vacation in his second calendar year shall be reduced to one (1) week.

(b) An employee shall be entitled to two (2) weeks of vacation leave during his second calendar year of employment if his anniversary date of hire is between January 1 and June 30, and no vacation is taken under paragraph (a) above. Otherwise he shall be entitled to one (1) week of vacation.

(c) An employee shall be entitled to two (2) weeks of vacation leave during the course of his third (3rd) through the seventh (7th) calendar years of employment.

(d) An employee shall be entitled to three (3) weeks' vacation leave during the course of the eighth (8th) through the fifteenth (15th) calendar years of his employment if he has seven (7) years of service by October 1.

(e) An employee shall be entitled to four (4) weeks' vacation leave during the course of the sixteenth (16th) calendar year of employment or if fifteen (15) years of service by October 1, and each year thereafter.

Effective January 1, 1992, full-time employees at the County shall earn vacation leave with pay in accordance with the following schedule:

(a) An employee shall not be entitled to a vacation leave during the course of the calendar year in which he is first employed except that if the employee is hired between January 1 and June 30, he may take one (1) week vacation after he has worked six (6) months, but if taken, his vacation in the second calendar year shall be reduced to one (1) week.

(b) An employee shall be entitled to two (2) weeks' vacation leave during his second calendar year of employment if his anniversary date of hire is between January 1 and June 30, and no vacation is taken under paragraph (a) above; otherwise he shall be entitled to one (1) week of vacation time.

(c) An employee shall be entitled to two (2) weeks' vacation leave during the course of the third through the seventh calendar year of employment.

(d) An employee shall be entitled to three (3) weeks' vacation leave during the course of the eighth through the tenth calendar years or if seven years of service by October 1.

(e) An employee shall be entitled to three (3) weeks' plus one (1) days' vacation leave during the course of the eleventh (11th) calendar year.

(f) An employee shall be entitled to three (3) weeks' plus two (2) days' vacation leave during the course of the twelfth (12th) calendar year.

(g) An employee shall be entitled to three (3) weeks' plus three (3) days' vacation leave during the course of the thirteenth (13th) calendar year.

(h) An employee shall be entitled to three (3) weeks' plus four (4) days' vacation leave during the course of the fourteenth (14th) calendar year.

(i) After an employee has been in the employment of the County for fifteen (15) consecutive years by October 1 of the current calendar year, he shall be entitled to four (4) weeks' vacation leave.

(j) Effective January 1, 1992, employees shall be entitled to improved vacation leave as indicated below:

After	Days of Vacation
16 years' service	21
17 years' service	22
18 years' service	23
19 years' service	24
20 years' service	25

Section 10.2. Vacation Requests.

(a) An employee may, with approval, take their vacation(s) at any time in the course of the year as long as it conforms with the manpower requirements of the Division. The Sheriff, or his representatives, will indicate the number of employees that may be on vacation leave at any given time. An employee may, with approval, accumulate ten (10) days' vacation time to be carried into the following calendar year.

(b) Vacation requests must be made by January 1 preceding the period requested. Officers who make their requests by January 1 shall be granted vacation preference in accordance with Departmental seniority among those in his/her Division and shift.

(c) Vacation bidding will be accomplished by the use of an employee's full-time Sheriff's Department seniority. Employees holding the rank of sergeant will bid vacation(s) by using seniority based on "date of rank."

(d) Vacation request(s) submitted prior to January 1 for forty (40) or more consecutive vacation hours (excluding regular days off and holidays) will be granted subject to the following conditions, in accordance with departmental seniority among those in the officer bid groups.

In the event that all of the requested forty (40) or more hours cannot be granted due to minimum staffing requirements or the needs of the department, the officer will be given the option of any day that is available within the requested period, or alternate forty plus (40+) hour blocks. After all officers in the bid group have scheduled their forty plus (40+) hours, any request submitted by January 1 for two, three or four days will be granted by seniority. The vacation schedule will be completed by February 1 to run until the following February 1. Any vacation request(s) submitted after February 1 shall be granted on a first-come/first-serve basis for any time period that has not been committed to vacation use by seniority bidding. Any vacation granted on a first-come/first-serve basis will conform to the manpower needs as indicated for the Division. Vacation one day at a time will not be routinely scheduled. When vacation one day at a time is requested, it will only be granted when minimum staffing meeting the needs of the Department is still available. Vacation one day at a time will not be approved more than fourteen (14) calendar days prior to the date requested, other than as stated above.

(e) Use of compensatory time off shall be requested and granted in a comparable manner to the use of vacation leave and may be taken one day at a time if the minimum manpower needs of the Department are met.

Effective January 1, 1991, Vacation Requests shall be as set forth below:

Summer/Winter Vacation Schedule

(a) The following table illustrates the number of summer and winter vacation days the employee is eligible for, depending on the length of continuous service years:

Length of Service	Summer Vacation	Winter vacation
0-7 years	5 days	balance
8-12 years	10 days	balance
13-14 years	12 days	balance
15-19 years	14 days	balance
20 years +	15 days	balance

(b) The summer vacation season will begin the first Monday in April and continue until the start of the winter vacation season which will begin the first Monday in October.

(c) The Sheriff, or his representatives, will indicate the number of employees that may be on vacation leave at any given time. An employee may, with approval, accumulate ten (10) days' vacation time to be carried into the following calendar year.

(d) Vacation requests for the road patrol division shall be made after the shift bids are known, but before March 1. The road patrol division will bid for shifts and vacations only once per year. This shall include summer and winter vacation bidding.

(e) Vacation bidding in the corrections and service divisions (communications) shall be coordinated with their bids for shift preference, two times per year, in which employees of these divisions shall bid for their summer vacations prior to March 1, after their shift bids are known, and for their winter vacations, following the July shift bid prior to September 1, for their winter vacation from October 1 through March 31.

(f) Vacation bidding will be accomplished by the use of an employee's full-time Sheriff's Department seniority. Employees holding the rank of Sergeant will bid vacation(s) by using seniority based on "date of rank".

(g) Vacation requests submitted prior to the first Monday in February (All Divisions) and the first Monday in August (Corrections and Service Divisions [Communications]) for forty (40) or more consecutive vacation hours (excluding regular days off and holidays) will be granted subject to the following conditions, in accordance with Departmental seniority among those in the officer bid groups.

In the event all of the requested forty (40) or more hours cannot be granted due to minimum staffing requirements or the needs of the Department, the officer will be given the option of any day that is available within the requested period, or alternate forty plus (40+) hour block. The vacation schedule will be completed by March 1 to run until the following March 31 for the Road Patrol Division. The vacation schedule will be completed by the first Monday in March to run until September 30, and again from the first Monday in October to March 31 for the Corrections and Service Divisions (Communications). Any vacation request(s) submitted after the respective cut-off dates noted herein, shall be granted on a first-come/first-serve basis for any time period that has not been committed to vacation use by seniority bidding as long as the officer does not exceed the maximum allowable summer vacation days set forth in this Agreement. Any vacation granted on a first-come/first-serve basis will conform to the manpower needs as indicated for the Division. Vacation one day at a time will not be routinely scheduled. When vacation one day at a time is requested, it will only be granted when minimum staffing meeting the needs of the department is still available. Vacation one day at a time will not be approved more than fourteen (14) calendar days prior to the date requested, other than as stated above.

(h) Use of compensatory time-off shall be requested and granted in a comparable manner to the use of vacation leave and may be taken one day at a time if the minimum manpower needs of the department are met.

Section 10.3. Vacation Rate. An employee will be paid for the vacation period on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate at the time he takes his vacation.

Section 10.4. Vacation Credits During Leaves of Absence. A full-time employee may be off payroll for up to one hundred seventy-three (173) hours in a calendar year without affecting vacation benefits. (Executive Board members may be granted a leave of absence without pay to attend Association functions or seminars provided, however, that reasonable advance notice is given that such leave does not interfere with the personnel requirements of the Department. Seniority and all fringe benefits shall continue during such leave). Any additional time off of payroll shall not be considered as days worked for the purposes of acquiring vacation credits, provided, however, the special circumstances may be considered by the personnel officer with the approval of the controller.

Section 10.5. Break In Service. An approved paid leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

Section 10.6. Payout of Vacation Upon Termination. Upon termination of an employee the amount of vacation pay owed to the employee will not exceed the amount determined by multiplying the base hourly rate of the employee by the amount of vacation hours added January 1 of calendar year of termination plus unused vacation of previous calendar year (carried over) not to exceed eighty (80) hours minus those vacation hours paid during year of termination as per records in the County payroll office.

Section 10.7. Hospitalization During Vacation. If an employee is hospitalized as an in-patient during his vacation period and presents a physician's statement specifying the hospitalization date(s), the time involved in the hospital may be charged to the employee's accumulated sick leave and not to his vacation.

HOLIDAYS

Section 11.1. Holiday Pay. All full-time employees shall receive eight (8) hours' pay at their straight time regular rate exclusive of all premium pay for each of the following recognized holidays if he is on the active payroll on the date the holiday occurs.

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Veteran's Day
Labor Day

Thanksgiving Day
Full day after
Thanksgiving Day
Christmas Day
Two (2) Personal Days

(a) Between January 1 and July 1, an employee may take four or more holidays. Each holiday shall be scheduled in advance by the Sergeant for each employee on the employee's regularly scheduled long weekend as chosen by the employee, provided however, that where personnel or other special problems occur, the Lieutenant may make other arrangements.

(b) On July 1, the Employer will review the holiday scheduling program. If the total number of holidays used is 480 or less, all remaining holidays will be scheduled by the Lieutenant in conjunction with each regularly scheduled long weekend of the employee involved. No choice will be given to the employee. If the total number of holidays used exceeds 480 (3 holidays x 160 employees), all remaining holidays shall be scheduled as provided in subparagraph (a) above.

(c) In the event that an employee terminates his employment prior to the time that he has earned a recognized holiday as provided above, but after he has taken the holiday, the value of such taken but unearned holiday (8 hours at employee's straight-time regular rate) shall be deducted from the last paycheck of the employee.

Section 11.2. Holiday During Vacation Leave. If an employee is on vacation during which a recognized holiday occurs for which he is otherwise eligible and is not scheduled to celebrate the holiday at another time, an additional day shall be added to the employee's vacation.

INSURANCE

Section 12.1. Hospitalization. The Employer shall pay the required premiums for employee and dependent coverage for Blue Cross-Blue Shield MVF-1 Plan and shall also provide Major Medical Option 1 and F.A.E. riders. Employees injured arising out of and in the course of their employment shall have hospitalization insurance premiums paid by the Employer while on Worker's Compensation.

Section 12.2. Life Insurance. The Employer shall pay the required premiums to provide each full time uniformed Sheriff's Department employee who has completed six (6) months of service a Twenty Thousand Dollar (\$20,000) Term Life Insurance policy with double indemnity; provided, however, that such life insurance shall only apply to deaths which are

not compensable under the Workmen's Compensation Laws of the State of Michigan or where the death benefits under such law is less than the said face amount of the policy.

Section 12.3. Supplemental Life Insurance. An additional amount of supplemental term life insurance equal to an employee's annual salary may be purchased by the employee through payroll deduction, provided that such insurance is approved by the carrier. The premium of such insurance shall be established by the carrier.

Section 12.4. Pension. The present retirement plan for employees of the Department shall be continued and shall provide normal retirement benefits at two percent (2%) of the employee's annual compensation as defined in the plan after eight (8) years of continuous service with the Sheriff's Department. Employee contributions to the plan shall be four and one-half percent (4.5%) of their annual salary. Effective January 1, 1991, the present retirement plan for employees of the Department who retire on or after January 1, 1991, shall be amended to provide normal retirement benefits at two and one-quarter (2.25%) percent of the employee's annual compensation as defined in the plan after eight (8) years of continuous service with the Sheriff's Department.

Section 12.5. Dental Plan. The Employer shall provide a dental program for employees and their dependents. Benefits under the Plan shall provide fifty percent (50%) of the dental fees incurred to be paid by the Plan up to a maximum of One Thousand Six Hundred Dollars (\$1,600) per family, with orthodontics subject to the 50/50 program and the \$1,600 maximum for all benefits under the Plan.

Section 12.6. Co-Pay Prescription. The Employer shall provide a \$2.00 co-pay prescription drug rider for all employees covered under this Agreement.

Section 12.7. Retirement Bonus. An employee who retires under the Kent County Retirement Plan on or after January 1, 1987, and who has on the date of his retirement an accumulated and unused sick leave balance of thirty (30) days or more, shall receive One Thousand Dollars (\$1,000) upon his retirement.

Section 12.8. Retiree's Health Insurance. In lieu of any payout for accumulated sick leave, the Employer will provide health care insurance for employees who retire under the Employer's retirement plan on January 1, 1987, or thereafter, in accordance with the following:

- (a) The Employer shall pay the required premiums for a single subscriber or a two-person (employee and current spouse) for a Blue Cross/Blue Shield, semi private, insurance policy (or for such other comparable insurance coverage or carrier as the Employer shall determine), exclusive of any riders, except the \$2 co pay drug rider, up to and not to exceed an amount determined by multiplying \$3 times the employee's full years' of continuous service with the Employer, not to exceed thirty (30) years,

paid monthly, and for those who retire on or after January 1, 1992, an amount determined by multiplying \$4 times the employee's full years of continuous service with the Employer, not to exceed thirty (30) years, paid monthly.

(b) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending upon age 65 or the death of the employee, whichever comes first.

(c) No payments shall be made by the Employer if:

- (i) the employee receives a deferred pension;
- (ii) the employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
- (iii) the retiree is covered by a health care program or insurance under his spouse's employment;
- (iv) the balance of the required premiums required by the carrier in excess of those paid by the Employer, are not paid by the employee.
- (v) the retiree permanently moves his residence outside the State of Michigan, provided however, that once each year upon submission of receipts for insurance by the Association to the Employer, payment as otherwise provided herein shall be submitted to the Association for distribution to its members who have furnished receipts.

WAGES

Section 13.1. Classification and Rates. Salary Steps (B, C, D, E, F, G) are based on the County's pay plan and intervals for advancement provided therein. Salaries are annual based on 2080 hours.

ANNUAL SALARIES
KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION

Effective the first pay period on or after the date indicated:

January 1, 1990	B	C	D	E	F	G
Patrol Officer, *EMT III Officer, **Detective	25,459.20	26,395.20	27,102.40	29,203.20	30,492.80	33,217.60
Patrol Officer, Correc- tions Officer, Radio Technician	12.24	12.69	13.03	14.04	14.66	15.97
Emergency Communica- tion Supervisor	23,628.80	24,876.80	26,020.80	27,476.80	28,724.80	30,180.80
Emergency Communica- tion Operator	20,737.60	21,777.60	22,796.80	23,940.80	25,084.80	26,436.80
Sergeant	9.97	10.47	10.96	11.51	12.06	12.71
**Detective Sergeant					34,465.60	37,544.00
					16.57	18.05

January 1, 1991	B	C	D	E	F	G
Patrol Officer, *EMT III Officer, **Detective	26,228.80	27,185.60	27,913.60	30,076.80	31,408.00	34,216.00
Patrol Officer, Correc- tions Officer, Radio Technician	12.61	13.07	13.42	14.46	15.10	16.45
Emergency Communica- tion Supervisor	24,336.00	25,625.60	26,811.20	28,308.80	29,577.60	31,096.00
Emergency Communica- tion Operator	21,361.60	22,422.40	23,483.20	24,668.80	25,833.60	27,227.20
Sergeant	10.27	10.78	11.29	11.86	12.42	13.09
**Detective Sergeant					35,505.60	38,667.20
					17.07	18.59

January 1, 1992

Patrol Officer, *EMT III

Officer, **Detective

Patrol Officer, Correc-
tions Officer, Radio
Technician

	B	C	D	E	F	G
Patrol Officer, *EMT III Officer, **Detective	27,268.80	28,267.20	29,036.80	31,283.20	32,656.00	35,588.80
Patrol Officer, Correc- tions Officer, Radio Technician	13.11	13.59	13.96	15.04	15.70	17.11
Emergency Communica- tion Supervisor	25,313.60	26,644.80	27,872.00	29,432.00	30,763.20	32,344.00
Emergency Communica- tion Operator	22,214.40	23,316.80	24,419.20	25,646.40	26,873.60	28,308.80
Sergeant	10.68	11.21	11.74	12.33	12.92	13.61
**Detective Sergeant					36,920.00	40,206.40
					17.75	19.33

*Effective the first pay period on or after January 1, 1987, all employees who are classified and working as an EMT-III shall receive a differential of \$416.00 paid semi-annually.

Effective the first pay period on or after January 1, 1990, all employees assigned to the Investigative Division shall receive an additional differential of \$416.00 per annum paid semi-annually.

**NOT classification per Section 1.2.

LAYOFF AND RECALL

Section 14.1. Layoff Procedure. The Employer may lay off employees whenever it deems such action to be necessary, including, by way of illustration only and not by way of limitation, a reduction in the work force due to a shortage of work or funds, the abolition of positions, changes in departmental organization or for other reasons. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

(a) If a notice of reduction in the work force is given pursuant to this section, for purposes of communication, the Employer, upon request, will meet with the Association to discuss the impact of such layoff.

(b) The parties acknowledge that there are many non paid volunteers or cooperative programs with pay that function in association with the Sheriff's Department. The parties agree that in the event of a layoff within the bargaining unit, these programs may continue in effect, but the Employer agrees that the hours of work now scheduled for the cadets shall not be increased nor shall the police reserves or traffic squad be utilized to

replace the patrol functions now performed by members of the bargaining unit. Qualified employees on layoff shall be given the opportunity in accordance with their seniority to perform the seasonal marine patrol duties.

(c) Probationary employees shall be the first employees to be laid off providing that the more senior employees have the experience, qualifications and present ability to perform the required work. The next employee to be laid off shall be the employee with the least seniority among the classification or rank reduced, provided however, that the remaining senior employees have the experience, qualifications and the present ability to perform the required work. Further layoffs shall be accomplished by the inverse order of seniority provided that the remaining senior employees have the experience, qualifications and present ability to perform the required work.

(d) If a sergeant is to be reduced, the employee with the least rank seniority in the division affected shall be laid off first, provided that the remaining senior sergeants have the experience, qualifications and present ability to perform the required work.

(e) Upon being laid off, a sergeant may replace a sergeant with less rank seniority in the other division, or if he so requests, shall be, in lieu of layoff, demoted to a patrol officer or corrections officer, as the case may be, provided however, that he has the required qualifications and that he has the greater seniority than the employee whom he is to replace.

(f) Upon being laid off from a classification, an officer shall be reassigned to another classification to which he was formerly assigned, excluding dispatch, provided that he has the required qualifications and that he has the greater seniority than the employee whom he is to replace.

Section 14.2. Recall. Employees who are laid off from their classification or who are demoted in lieu of layoff, if they have recall rights, shall be recalled to their former classification or rank, in order of their rank seniority, or seniority, whichever the case may be, when the workforce is to be increased, provided that the employee has the experience, qualifications and present ability to perform the required work.

Section 14.3. Notice of Layoff. Employees to be laid off indefinitely shall be given at least thirty (30) calendar days' prior notice; however, if it is impossible or impractical to give such notice, this shall not restrict the Employer from implementing a layoff with less notice.

Section 14.4. Super Seniority. Notwithstanding his or her position on the seniority list, the President of the Association shall, in the event of a layoff, be continued at work as long as there is work for which he/she is qualified to perform and shall be recalled to work in the

event of a layoff to the first vacancy in the Department provided he/she is qualified to perform the required work.

Section 14.5. Notice of Recall. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address.

MISCELLANEOUS

Section 15.1. Mileage. Reimbursable mileage shall be at a rate based upon retail sales price of unleaded, self-service gasoline at the Meijer's Gas Station located at 28th Street and Kalamazoo Avenue in Grand Rapids, in accordance with the following formula:

Retail Price	Mileage Reimbursement
\$1.199 per gallon	\$0.24
1.299 per gallon	0.25
1.399 per gallon	0.26
1.499 per gallon	0.27
etc.	etc.

If the retail price should reach \$2.50 per gallon or if gasoline rationing occurs, the County and the Association agree to renegotiate the mileage.

Section 15.2. Dog Handlers. Dog handlers will receive an annual allowance of One Hundred Fifty Dollars (\$150.00).

Section 15.3. Clothing Allowance. Non-uniformed law enforcement officers and policewomen shall receive a clothing allowance, paid quarterly, at an annual amount of Eight Hundred Dollars (\$800.00) per year.

Section 15.4. Bulletin Board. The Employer shall provide bulletin board space for the posting of Association notices; provided, however, the Employer shall have the right to police the bulletin boards for offensive materials.

Section 15.5. Uniforms and Equipment. Uniforms and equipment shall be furnished by the Employer. Such uniforms and equipment shall be of the proper police specifications and sizes commensurate with the needs and safety of the officers. If the Department requires the Service Division to wear uniforms, such uniforms will be provided by the Sheriff's Department without cost to the employee.

Section 15.6. Dry Cleaning. The County will pay all costs of dry cleaning for uniforms; provided, however, the County reserves the right to establish reasonable rules and

regulations on the cleaning procedure. Detectives shall receive dry cleaning "chits": thirty-six (36) per quarter, one hundred forty-four (144) per year, cumulative from year-to-year (2 chits are required for one suit) unless vendor is changed by bidding process.

Section 15.7. Dual Employment. No employee shall be employed at other employment which will be a conflict of interest or impair his performance as a police officer. Written permission from the Sheriff must be obtained before other employment may be taken.

Section 15.8. Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

Section 15.9. Pro-rata Benefits. Paid sick leave, longevity, and vacation benefits recited herein are predicated on an employee's working a full-time schedule on a basis of two thousand eighty (2,080) hours during a twelve (12) month period. Paid sick leave, Worker's Compensation leave of absence where benefits are being paid, for a period up to one year; paid leaves of absence, and vacation shall be considered as a day of work (8 hours). Any employee who is absent from work due to an unpaid leave of absence or layoff shall receive these benefits if otherwise eligible on a pro-rata or reduced basis which shall be the ratio of his straight-time hours of work to a full-time schedule of two thousand eighty (2,080) hours (all overtime hours shall be excluded).

Section 15.10. Discharge and Discipline.

- (a) The Employers agree that they shall not discipline or discharge an employee except for just cause.
- (b) An employee, upon request, shall be entitled to representation by an Association representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employers where such hearing or meeting may reasonably lead to the disciplinary suspension or discharge of such employee.
- (c) An employee who has been discharged may consult with his Association representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the Employer's operations.
- (d) An employee who is given a disciplinary warning notice, disciplinary suspension or discharge shall receive such notification in writing. For informational purposes only, the Association shall be given a copy of such suspension or discharge notices.
- (e) An employee shall be entitled to personnel information in accordance with the Employee Right to Information Statute.
- (f) If an employee's work record is free of discipline for a period of two (2) years, the Employer will not take into account any prior infractions more than two (2) years old in imposing discipline.

Section 15.11. Subcontracting. If the Employer subcontracts work formerly performed by bargaining unit employees and jobs are lost as a result thereof, the Employer agrees to negotiate with the Association concerning the impact of such subcontracting.

Section 15.12. Indemnification. The County agrees, to the extent permitted by law, to defend any action brought against any officer or employee of the County where the action complained of arose out of and in the course of and within the scope of County employment. The County may compromise, settle or pay any claim before and after the commencement of any civil action.

Section 15.13. Gender. The male gender shall also include the female gender and vice versa.

Section 15.14. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 15.15. New Job Classifications. When and if the Employer creates a new job classification, it shall establish responsibilities thereof, set the qualifications, and rate of pay therefor, and advise the Association. If, after a special conference is held, the Association disagrees with the rate of pay, it may file a written grievance with respect thereto, provided the grievance is filed within ten (10) days following such special meeting. If as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created.

Section 15.16. Assigned Vehicles. Vehicles assigned to employees shall not be considered as compensation, and the Employer reserves the right to determine the personal use of such vehicles by the employee, if any. If vehicles are taken away, the Employer agrees to negotiate the impact of such a change with the Association.

Section 15.17. Substations. In the event that the Employer should establish substations which require manning, the personnel shall be solicited from volunteers first. In the event that voluntary personnel with the required training and experience are insufficient, assignment of qualified personnel shall be made by the Sheriff after giving consideration to the needs of the Department and the personal circumstances of the officers involved.

Section 15.18. Multi-Forum Waiver. It is the intent of the parties that multi-forums should be avoided. Therefore, the Association and the employee involved hereby waives any right to arbitration in this Agreement if the employee challenges the Employer's action under the provisions of any veteran's preference legislation. If arbitration is elected, the employee thereby waives any statutory right which may be provided under such legislation.

Section 15.19. Light Duty. Any light duty assignment permitted by the Sheriff, for reasons of temporary physical or mental disability, shall be as determined by the Sheriff in his sole

discretion and shall not be subject to challenge and shall not be subject to the Grievance and Arbitration Procedure provided herein.

Section 15.20. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede 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 claims which may be asserted in arbitration hereunder, or otherwise. 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively 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 they negotiated or signed this Agreement.

DURATION

Section 16.1. Termination. This Agreement shall remain in force until midnight, December 31, 1992, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other 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 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 the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of May, 1990.

KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION COUNTY OF KENT

James S. Adams
President
Rob D. Somers

Donald S. Mum
Vice President

Steve Taylor

SHERIFF OF KENT COUNTY

James R. L. Jorgensen

LETTER OF UNDERSTANDING

No. 86-1

DATED:

SUBJECT: EMT-III Classification

The parties agree to the following:

An employee classified as an EMT-III who, for bona fide reasons, is unable to perform the required duties of the classification, shall be removed from the classification and shall be permitted to exercise his seniority in accordance with Section 14.1(f).

KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION

COUNTY OF KENT

James E. Edwards

Donald E. Munn

Bruce Zentgraf

SHERIFF OF KENT COUNTY

James L. Dorgan

LETTER OF UNDERSTANDING

No. 90-1

DATED:

SUBJECT: Uniformed Officers Assigned to the Service Division

The parties agree to the following:

1. Uniformed officers assigned to the Service Division (Communications) shall continue to be "grandfathered" as Road Patrol Deputies, continue to be sworn officers, and continue to be compensated in the Road Patrol Officer classification. While assigned to the Service Division, said uniformed officers will be subject to the shift preference provisions, 8.6, applicable to the Service Division and their vacation requests under Section 10.2, shall be applied within the Service Division (Communications).

KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION

COUNTY OF KENT

James E. Edwards

Donald E. Munn

Bruce Zentgraf

SHERIFF OF KENT COUNTY

James L. Dorgan

LETTER OF UNDERSTANDING

No. 90-2

DATED:

SUBJECT: Application of the \$4.00 Retiree's Health Insurance (Section 12.8) for Employees who retire only on January 1, 1991

The parties agree to the following:

- 1. Employees who retire only on January 1, 1991, shall receive the \$4.00 Retiree's Health Insurance improvement which is set forth in Section 12.8 to be applicable to all other employees who elect to retire on or after January 1, 1992.

KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION

COUNTY OF KENT

James E. Munn

Donald E. Munn

Ernie Parby

SHERIFF OF KENT COUNTY

James R. Dargatzis

LETTER OF UNDERSTANDING

No. 90-3

DATED:

SUBJECT: Changes in Operations and Procedures which may arise as the result of a new Kent County Correctional Facility

The parties agree to the following:

- 1. The Employer and the Association shall, upon the call of either party, meet and confer to address necessary changes in operations and procedures which may arise as a result of the construction renovation and operation of a new Kent County Correctional Facility.

KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION

COUNTY OF KENT

James E. Munn

Donald E. Munn

Ernie Parby

SHERIFF OF KENT COUNTY

James R. Dargatzis

LETTER OF UNDERSTANDING

No. 90-4

DATED:

SUBJECT: Application of Section 7.6, "Volunteer" Training Time

The Employer agrees to the following:

1. Employees who volunteer for up to sixteen (16) hours each calendar year (commencing January 1, 1991) for training and improvement of professional standing shall be conclusively presumed to be acting in the furtherance of the Employer's benefit, and be covered by the Employer's Worker's Compensation Insurance in the event the employee is injured arising out of and in the course of their employment during said sixteen (16) hours of volunteer training time each calendar year.

KENT COUNTY DEPUTY
SHERIFF'S ASSOCIATION



COUNTY OF KENT






SHERIFF OF KENT COUNTY





