

**AGREEMENT**

COUNTY OF KALAMAZOO

and the

SHERIFF OF THE COUNTY OF KALAMAZOO

- and -

KALAMAZOO COUNTY SHERIFF'S  
SUPERVISOR'S ASSOCIATION

Effective January 1, 2019 through December 31, 2019



**TABLE OF CONTENTS**

ARTICLE 1 GENERAL..... 4

**UNION RIGHTS**

ARTICLE 2 ASSOCIATION DUES AND FEES..... 4

ARTICLE 3 DEPARTMENT INVESTIGATIONS..... 6

ARTICLE 4 DISCHARGE AND DISCIPLINE..... 7

ARTICLE 5 GRIEVANCE PROCEDURE..... 8

ARTICLE 6 MEET AND CONFER..... 9

ARTICLE 7 SENIORITY..... 9

ARTICLE 8 LAYOFF AND BUMPING RIGHTS..... 11

ARTICLE 9 JOB OPENING/PROMOTION..... 12

ARTICLE 10 ASSIGNMENTS TO OTHER GOVERNMENTAL UNITS..... 13

ARTICLE 11 RIGHT TO REVIEW PERSONNEL FILE..... 13

ARTICLE 12 SAFETY..... 13

ARTICLE 13 RIGHT TO DEFENSE IN CIVIL LITIGATION..... 13

**MANAGEMENT RIGHTS**

ARTICLE 14 MANAGEMENT RIGHTS..... 14

ARTICLE 15 PROBATIONARY PERIOD..... 15

ARTICLE 16 TEMPORARY TRANSFER..... 15

ARTICLE 17 DRUG AND ALCOHOL TESTING..... 16

**COMPENSATION**

ARTICLE 18 SALARIES AND OVERTIME..... 17

ARTICLE 19	LONGEVITY PAY.....	18
ARTICLE 20	CLOTHING ALLOWANCE.....	20
<b><u>PENSION</u></b>		
ARTICLE 21	PENSION PLAN.....	20
<b><u>INSURANCE</u></b>		
ARTICLE 22	INSURANCE.....	21
<b><u>PAID TIME OFF</u></b>		
ARTICLE 23	HOLIDAYS.....	24
ARTICLE 24	VACATIONS.....	25
ARTICLE 25	PERSONAL LEAVE.....	26
ARTICLE 26	SICK LEAVE.....	27
ARTICLE 27	LEAVES OF ABSENCE.....	28
<b><u>STATUTORY BENEFITS</u></b>		
ARTICLE 28	ON-THE-JOB INJURY/WORKERS' COMPENSATION.....	34
ARTICLE 29	VETERANS RIGHTS.....	36
ARTICLE 30	EMERGENCY MANAGER.....	37
ARTICLE 31	SEVERABILITY CLAUSE.....	37
ARTICLE 32	DURATION.....	38
APPENDICES.....		39

## **AGREEMENT**

THIS AGREEMENT entered into as of the 1st day of January, 2019, by and between the COUNTY OF KALAMAZOO and the SHERIFF OF THE COUNTY OF KALAMAZOO, hereinafter referred to as "the Employers," and the KALAMAZOO COUNTY SHERIFFS OFFICE SUPERVISORS ASSOCIATION, hereinafter referred to as "the Union."

### **WITNESSETH:**

Pursuant to and in accordance with the applicable provisions of Act 379 of the public Acts of 1965, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees occupying, or who may during the life of this Agreement, occupy the job classifications set forth in Appendix A attached hereto and have agreed as follows:

### **ARTICLE 1** **GENERAL**

**Section 1.0. Collective Bargaining Unit.** Pursuant to and in accordance with all applicable provisions of Act #379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the Bargaining Unit described below:

All full time supervisory employees of the County of Kalamazoo working in the Sheriff's Office in the classifications of Sheriff's Administrator, Lieutenant, Captain and Captain (Chief Deputy), but excluding the Sheriff, and Undersheriff.

The Employer also agrees that during the period of this Agreement it will not recognize any labor organization other than the Association as the collective bargaining agent for employees in the collective bargaining unit set forth above.

### **ARTICLE 2** **ASSOCIATION DUES AND FEES**

#### **Section 2.0. Check-off.**

- A. During the term of this agreement, the Employer agrees to deduct service fees or Association membership dues from each employee who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.
- B. All authorizations filed with the Employers' Office of Finance shall become effective on the first (1st) payroll check for the payroll period in which the authorization

was received, provided that the employee has sufficient net earnings to cover the amounts to be deducted.

1. The Employers agree to deduct 1/26th of the annual Association Membership Dues or annual service fees from each two (2) week payroll check in the amounts certified by the Union. If there are 27 paychecks in a year, payroll will discontinue the dues withholding for the 27th paycheck of that year.
- C. All dues and fees so deducted shall be remitted to the Association Financial Secretary at an address authorized for this purpose within fifteen (15) calendar days.
- D. In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association constitution and bylaws, refunds to the employee will be made by the Union.
- E. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.
- F. The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Association membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

#### **Section 2.1. Failure to pay Association Service Fees.**

- A. In the event that a member of the bargaining unit who is not a member of the Association fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7).
- B. In order to invoke such a mandatory deduction, the Association shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer.
  1. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected.
- C. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee.
- D. Upon receipt of the request for an involuntary deduction, the Employer shall provide

the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final.

- E. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Association or if the employee does not request a hearing within the ten (10) working day request period.
- F. All dues and fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose within twenty (20) days following the deduction.

**Section 2.2. Indemnification.** 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.

### **ARTICLE 3**

#### **DEPARTMENT INVESTIGATIONS**

**Section 3.0.** In the event a complaint is filed or registered against any employee covered by this Agreement that potentially involves a violation only of County policy, the following investigatory procedure shall apply:

- A. The questioning of a member of the department shall be during his regular tour of duty whenever practicable, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters.
  - 1. The member of the department being questioned shall be informed of the nature of the investigation before any interrogation commences. The complainant and/or witnesses will be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he shall be informed of the change in the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.

2. If at any time during such investigatory procedure the Sheriff decides to suspend an officer, such suspension shall be with pay at the officer's regular salary until the Sheriff makes a final determination as to the disposition of the matter.
3. No record of any departmental investigation made as a result of a complaint will be placed in the **employee's personnel** record unless the complaint is brought to his/her attention within ten (10) days of the complaint. This ten (10) day limitation does not apply to investigations that also involve potential criminal action.
4. No record of any department investigation made as a result of a complaint will be placed in the **employee's personnel** record where the complaint was determined to be untrue.
5. If an officer is placed under arrest or is a suspect or target of a criminal investigation, if he/she so requests, he/she shall have the right to consult with and have legal counsel available and the criminal investigation and interrogation shall be conducted in the same manner and procedure with the same Constitutional and Statutory safeguards that all citizens under criminal investigation and interrogation are entitled to exercise.

**ARTICLE 4**  
**DISCHARGE AND DISCIPLINE**

**Section 4.0.**

- A. A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with his grievance committeeman (or, if he is not readily available, with the chairman of the grievance committee) before being required to leave the property of the Employers.
- B. The Employers agree to promptly notify in writing the employee's grievance committeeman (or, in his absence, the chairman of the Union's grievance committee) of such suspension or discharge.
- C. In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented to the Sheriff as provided in Step One of Article 5 within six (6) regularly scheduled working days after such discharge or after the start of such suspension.
- D. It is understood and agreed that when an employee files a grievance with respect to his disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employers to reveal to the participants in the

grievance procedure any and all information available to the Employers concerning the alleged offense, and such filing shall further constitute a release of the Employers from any and all claimed liability by reason of such disclosure.

- E. No letter of reprimand or other disciplinary communication shall be placed in the personnel files of the employee without first notifying the employee of its contents. The employee shall receive a copy, and shall sign that the same was received.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

**Section 5.0.** A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

**Section 5.1.** A Command Officer who has a complaint and/or his Association representative must submit his complaint orally to the Sheriff within five (5) regularly scheduled work days (Sundays and holidays excluded) after the occurrence of the event on which the complaint is based, or when the employee, after exercising reasonable diligence, should have had knowledge of the event, whichever is later. The Sheriff shall give the employee and his Association representative an answer within twenty-four (24) hours after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this matter, it shall become a grievance and the following procedure shall apply:

**Section 5.2. FIRST STEP** To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance, and must be presented to the Sheriff within twelve (12) regularly scheduled working days after the occurrence of the event upon which it is based, or when the employee, after exercising reasonable diligence, should have had knowledge of the event, whichever is later. The Sheriff shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the Employers shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employers.

**SECOND STEP.** If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration under the American Arbitration Association Voluntary Labor Arbitration Rules, then pertaining, providing such submission is made to either FMCSA or MERC within thirty (30) calendar days after receipt by the Union or aggrieved employee of the Sheriff's Second Step answer or the due date for such answer if no answer is given. It is specifically understood by the parties that only grievances involving discharge, suspension, and the payment or calculation of wages and fringe benefits are eligible to be submitted to arbitration. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Union or aggrieved employee. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall

be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The party filing for arbitration shall pay the fees and expenses necessary to request arbitration. The fees and expenses of the arbitrator shall be shared equally by the County and the Association.

**Section 5.3.** Grievances on behalf of the Union shall be filed by the Union's Grievance Committee and shall be processed starting with the Second Step of the grievance procedure.

**Section 5.4.** If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union. If a grievance is not answered by the Sheriff's Office within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step excluding the arbitration level.

**Section 5.5.** Whenever the words are used in Article 5, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

**Section 5.6.** Supervisors shall be part of the decision making process but will not be required to make recommendations concerning suspension and discharge of members of this supervisory unit, however they may be asked to make a recommendation. The final decision with regard to suspension or discharge shall not be made by said supervisors.

## **ARTICLE 6** **MEET AND CONFER**

**Section 6.0.** The Employers and the Association agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.

## **ARTICLE 7** **SENIORITY**

**Section 7.0.**

A. Departmental seniority shall be defined as an employee's length of continuous service with the Employers since his last hiring date.

1. "Last hiring date" shall mean the date on which an employee first reported for work at the direction of the Employers since which he has not quit, retired or been justifiably discharged.

B. Bargaining unit seniority shall be defined as an employee's length of continuous time

spent in the Kalamazoo Command Officer's Association. (KCSSA).

- C. Classification seniority shall be defined as an employee's length of continuous service in a classification covered by this agreement.
- D. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, suspension, workers
- E. compensation or for any other type of leave of absence which the Employer(s) have granted.

**Section 7.1.**

- A. The Employers will maintain an up-to-date seniority list.
  - 1. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their departmental seniority with the employee having the greatest amount of seniority listed first.
  - 2. If two or more employees have the same hiring date the employees shall be listed alphabetically by the first letter of their last name; provided however that if the first letter of their last names are the same the employees will be listed on the seniority list alphabetically by the first letter of their first name.

**Section 7.2.** An employee's seniority shall be terminated if he quits, retires or is discharged for just cause.

**Section 7.3.** The parties agree that all administrative officers employed by the Department as of the effective date of this agreement shall have departmental seniority as recognized by this Agreement if such individuals are transferred to a bargaining unit position.

**Section 7.4.**

- A. When a member of this bargaining unit is appointed to the position of Undersheriff, the employee's bargaining unit and classification seniority will be frozen as of the date of appointment.
- B. Such employee may exercise their frozen seniority to return to a position in the bargaining unit during the first six (6) months after appointment but thereafter the employee can only return to the bargaining unit if there is an open position.

**Section 7.5.** It has been specifically agreed by the parties that transfers and assignments will be made purely at the discretion of the Sheriff.

**ARTICLE 8**  
**LAYOFF, RECALL AND BUMPING RIGHTS**

**Section 8.0.** Rank of classification grade: Captain (Capt.), Lieutenant (Lt.), Sheriff's Administrator (S.A.). If it is necessary to reduce the number of employees in the classification grades of Captain, Lieutenant or Sheriff's Administrator, the following procedure shall be used:

- A. The employee with the least amount of classification seniority in the classification effected shall be removed.
- B. In the event that more than one employee has the same classification seniority, the employee with the least amount of bargaining unit seniority shall be removed.
- C. In the event more than one employee has the same bargaining unit seniority, the employee with the least amount of departmental seniority shall be removed.

**Section 8.1.**

- A. The employee removed in a classification (i.e. a Captain) may exercise his/her bargaining unit seniority to bump and move to a lower ranking classification of Lieutenant. A Lieutenant may exercise his/her bargaining unit seniority right to bump into a classification of Sheriff's Administrator assuming the bumping person holds more bargaining unit seniority than the incumbent within that classification.

**Section 8.2.** Any employee who is removed from his/her classification as a result of a layoff shall be entitled to restoration of his/her former classification at the time of said re-authorization or vacancy.

- A. If more than one (1) employee has been affected by a layoff within a single classification, the employees shall be reinstated to their former classification according to their bargaining unit seniority.

**Section 8.3.** The appointment of Chief Deputy will not cause the layoff of any bargaining unit members. There shall be no appointment within sixty (60) days of a layoff.

**ARTICLE 9**  
**JOB OPENING/PROMOTION**

**Section 9.0.**

- A. When it is necessary to fill a new job classification within the bargaining unit above the rank of Lieutenant the person selected shall be from the qualified candidates established according to the following procedures:
1. The job or vacancy shall be posted on the appropriate bulletin boards throughout the Sheriff's Office for a period of five (5) calendar days during which time the bargaining unit employees may apply for the resulting vacancy.
    - a. All such postings shall include a statement of the job title or classification, the nature of the duties, special qualifications and requirements.
  2. A minimum requirement for an applicant(s) to become a captain is that he/she must have two (2) years of continuous service with the Kalamazoo County Sheriff's Office as a Lieutenant, Sergeant or Detective Sergeant immediately prior to the posting of the position.
  3. A minimum requirement for applicant(s) to become Chief Deputy is that he/she must have three (3) years of continuous service with the Kalamazoo County Sheriff's Department as a Detective Sergeant, Sergeant, Lieutenant or Captain.
  4. If the Sheriff determines that all internal bargaining unit candidates are not qualified, he/she must provide the bargaining unit, upon written request, with evidence of the applicant(s):
    - a. Lack of command experience.
    - b. Lack of supervisory control in past tenure.
    - c. Lack of education and training.
    - d. Discipline records serious enough to disqualify the individual.
    - e. If the decision of the Sheriff does not change as a result of the discussion during the grievance procedure, the Association may submit the grievance to binding arbitration for resolution. If the disqualification is grieved, it will begin at the second step.
  5. Lieutenants who wish to be considered for promotion to the position of Captain and who receive a "Qualified" or higher rating from a Departmental promotional Assessment Center may elect not to participate in a future Assessment Center for another Captain's position. Notice of this election must

be made in writing to the Sheriff prior to the application deadline for that position.

**ARTICLE 10**  
**ASSIGNMENTS TO OTHER GOVERNMENTAL UNITS**

**Section 10.0.** All personnel assigned to other governmental units which contract with the Sheriff shall still be protected by, and subject to, all provisions of the bargaining agreement.

**ARTICLE 11**  
**RIGHT TO REVIEW PERSONNEL FILE**

**Section 11.0.** Any employee covered by this Agreement may review the contents of his personnel file which is located in the County Human Resources Office in the presence of a member of the administrative staff at any reasonable time, upon request. See MCL 423.503.

**ARTICLE 12**  
**SAFETY**

**Section 12.0.** It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees.

**ARTICLE 13**  
**RIGHT TO DEFENSE IN CIVIL LITIGATION**

**Section 13.0.** In the event that an employee is named a party in civil litigation for acts within the capacity of his employment, whether on or off duty, the Employers agree to pay the costs of the employee's attorney fees, subject to the following limitations:

- A. That the employee shall first utilize the proceeds of all available insurance coverage, including County coverage toward payment of such fees.
- B. That in the event that more than one employee is named a party in the same litigation, the employees shall make every effort to employ the same attorney and/or firm to avoid duplicity of costs. It is understood that this provision shall not apply where there is a conflict of interest between the respective positions of the employees.
- C. That the employee(s) shall advise the Employers, through the Office of the Personnel Manager, of the fee arrangement in advance of hiring such attorney, but in no case shall the Employers deny reimbursement where such employee has arranged for reasonable attorney's fees.

**ARTICLE 14**  
**MANAGEMENT RIGHTS**

**Section 14.0. Management Rights.** It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the Sheriff's Office in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change, or alter its budget; to determine 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 operations and departments to be operated and their locations; to eliminate, combine, or establish new departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to eliminate, establish or combine classifications; to hire personnel; to determine the number of supervisors; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different methods, processes or machines; to use improved methods and equipment and outside assistance (subcontracting) either in or out of Sheriff Office facilities; to establish job descriptions and work standards; to make judgments as to the skill, ability and performance of employees; and in all respects to carry out the ordinary and customary functions of administration of a Sheriff's Office. All such rights may be exercised by the Employer without prior bargaining or notice to the Union. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules and other improper employee actions or inactions; to establish and change work schedules; and to provide and assign relief Personnel; provided, however, that these management rights shall not be exercised in violation of any specific provision of this Agreement.

**Section 14.1 Rules and Regulations.** The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. If the Union believes that any rule or regulation is inconsistent with the terms of this Agreement, a grievance may be filed at the Second Step within five (5) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

**Section 14.2. Fitness for Duty Examinations.** The County may require an examination by a physician or psychologist chosen by the County at the County's expense In situations where the employee's physical or mental condition raises a reasonable question as to the employee's capacity for perform their job. If the physician or psychologist deems it necessary for the employee to remain off duty, the employee will be required to take a leave of absence. If the employee disagrees with the County's determination and obtains a qualified opinion (at their own cost) that disagrees with the County's initial evaluation, the

County will agree to a second evaluation by a physician or psychologist chosen by the County. The County and the employee shall split the cost of the County's second evaluation. The decision of the County's second evaluation will be binding on the parties and disputes regarding fitness for duty shall not be subject to arbitration. All fitness for duty evaluations involving mental conditions will be performed in accordance with the Fitness for Duty Evaluation Guidelines adopted by the International Association of Police Chiefs Police Psychological Services Section.

**Section 14.3.** It has been specifically agreed by the parties that transfers and assignments will be made purely at the discretion of the Sheriff.

**Section 14.4.** It is the intent of the parties that all work days, work weeks and work schedules shall be FLSA Department of Labor compliant.

#### **ARTICLE 15** **PROBATIONARY PERIOD**

**Section 15.0.** All new employees and employees promoted to the unit hired after the effective date of this Agreement shall be probationary employees for the first twelve (12) months immediately following their employment. The purpose of the probationary period is to provide an opportunity for the Sheriff to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During this probationary period, the employee may be laid off or terminated in the sole discretion of the Sheriff without regard to his relative length of service and, in the case of promoted employees, may be returned to the Sergeants Unit.

- A. If an employee is hired with prior directly related work experience, the Sheriff may grant credit for such experience towards the completion of this probationary period in an amount not to exceed six (6) months of the above required probationary period. The probationary period may be extended by the Sheriff upon showing of just cause. The Union shall receive notification of such extension prior to its implementation and such action is subject to the grievance procedure.
- B. When an employee is promoted from the Lieutenant classification to the Captain classification, that employee will serve a one (1) year probation period. If the employee does not successfully complete the probation period, s/he will be returned to his/her former classification and the other bids/transfers caused by the employee's initial bid/transfer will be reversed. Quarterly review(s) with a supervisor with a performance improvement plan will occur prior to a demotion.

#### **ARTICLE 16** **TEMPORARY TRANSFER**

**Section 16.0.** The Employers shall have the right to temporarily transfer those employees within the bargaining unit irrespective of their seniority status from one job classification to another.

A. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job seniority and the permanent classification into which he was transferred.

1. It is further understood and agreed that in the event an employee remains in a new classification as a result of temporary transfer for a period in excess of thirty (30) days, that commencing on the 31st day the employee shall receive the pay and benefits (clothing allowance) normally received by an employee in that job classification as if it were his permanent job assignment.

2. This is not to be abused by consecutive assignments up to twenty-nine (29) days.

**Section 16.1.** Transfers will not be made for the specific purpose of discriminating against an employee.

A. When an employee feels that he or she has been transferred as a means of punishment the employee may grieve whether or not the transfer was justified.

**Section 16.2.** It is recognized by all parties to this Agreement that it is sometimes necessary to create temporary positions as a result of approved leaves of absence or such things as special funding of positions. The parties have agreed that if any temporary position results in a permanent vacancy that such position will be posted and filled.

A. If the Sheriff decides that there is a reasonable chance that a leave of absence by an officer in a permanent job will result in a permanent vacancy then such position shall be posted and the officer on such leave of absence shall lose his right to return to such position. If the Sheriff decides that such opening is temporary in nature then he shall re-evaluate that decision every sixty (60) days.

B. Upon return to duty of the officer who was on extended leave, he/she shall be returned to his/her position and a bumping procedure as described in this Agreement concerning layoff procedures shall take place if required.

## **ARTICLE 17** **DRUG AND ALCOHOL TESTING**

**Section 17.0.** The Drug and Alcohol Testing Policy is attached as Appendix I to this Agreement.

## **ARTICLE 18** **SALARIES & OVERTIME**

**Section 18.0. Salary.** Effective January 1, 2019, the pay rates for each classification will increase 2.5% as set forth in Appendix A.

**Section 18.1. Shift Sergeant Wage Adjustment.** If the Sergeant's Union receives a salary

schedule adjustment for the Shift Sergeant position which is higher (not lower) than the salary schedule adjustment for this bargaining unit, an adjustment shall be made for all bargaining unit positions as follows:

- A. Sheriff's Administrator shall receive 0.5% more than the Shift Sergeant's highest rate;
- B. Lieutenant shall receive 11.5% more than the Shift Sergeant's highest rate;
- C. Captains shall receive 22.5% more than the Shift Sergeant's highest rate; and
- D. Chief Deputy shall receive 23.5% more than the Shift Sergeant's highest rate.

**Section 18.2.** Pay day shall be on a bi-weekly basis.

**Section 18.3.** All employees will be paid by direct deposit.

**Section 18.4. Overtime.** The salaries set forth in Appendix A of this Agreement compensate bargaining unit members for the performance of their normal duties and responsibilities. Therefore, no unit member shall be eligible for the payment of overtime compensation for the performance of such normal duties and responsibilities.

**Section 18.5.** The parties to this Agreement recognize that, on occasion, a unit member will be required to perform duties and/or responsibilities not normally expected. The Sheriff will have the discretion to determine whether an assignment is calling for the performance of other than a unit member's normal duties and responsibilities. If the Sheriff so determines, the unit member shall be entitled to receive compensation at the rate of 1½ times his/her normal hourly rate.

**Section 18.6. New Classifications.**

If the Employer establishes a new classification covered by this Agreement, the Association shall be provided with the title of the new classification, a brief description of the job to be performed and the proposed wage rate at least fourteen (14) calendar days prior to the implementation of the classification.

The Association may request bargaining over the rate of pay for the new classification by providing the Employer with a written request containing the wage rate it proposes for the new classification within fourteen (14) calendar days after notification of the proposed wage rate.

- A. In the event that the Association does not request bargaining within the fourteen (14) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.
- B. Disputes over the appropriate wage rate for the new classification are not subject to the grievance and arbitration provisions of this Agreement, but are subject to the collective bargaining dispute resolution procedures available under PERA and under

Act 312 if the new classification is Act 312 eligible.

**Section 18.7. Tuition Reimbursement.**

- A. The County shall reimburse seventy-five (75%) percent of actual tuition, to a maximum of One Thousand Dollars (\$1,000) per year of charges incurred by County employees taking approved high school or college courses, as outlined in the more detailed policies statement available from the Human Resources Director.
  - 1. Approved courses shall be those which provide for the systematic improvement of the knowledge or skills required in the performance of the employee's work or courses that, for other reasons, will be beneficial to the employees and to the County.
- B. All courses shall be approved by the Human Resources Director and the Sheriff prior to issuance of the refund.
- C. The employee must remain in County service for a period of twelve (12) calendar months following completion of the course or courses or forfeit such tuition payment.

**Section 18.8. Coursework Bonus.**

- A. A fifty (\$50.00) Dollar bonus will be paid above and beyond nail wages for each twelve (12) semester credit hours accomplished in an accredited college or school in a recognized job classification or related studies, up to a maximum of \$800.
- B. This is payable once per year on the last pay period (to include retroactive credit hours.)
- C. Courses for which the employee has been reimbursed in whole or in part by the County shall not be eligible for these payments.
- D. Employees hired after January 1, 2008 are not eligible for this payment.

**Section 18.9.** When an employee dies his beneficiary/estate shall be paid one hundred percent (100%) of any unused compensatory time.

**ARTICLE 19**  
**LONGEVITY PAY**

**Section 19.0.** Longevity Pay. Full-time employees shall be eligible to receive longevity pay based upon their length of continuous service with the Employer in accordance with the following:

**2010 Plan:**

Years of Continuous Service

Longevity Pay

At least five (5) but less than ten (10) years	\$800
At least ten (10) but less than fifteen (15) years	\$1600
At least fifteen (15) years	\$2400

**Pre-2010 Plan:**

- A. After five (5) years of full time continuous service 1.75% of regular base salary as modified during the year by COLA adjustments.
- B. After ten (10) years of full time continuous service 2.50% of regular base salary as modified during the year by COLA adjustments.
- C. After fifteen (15) years of full time continuous service, 4.50% of regular base salary as modified during the year by COLA adjustments.
- D. After twenty (20) years of full time continuous service, 6.50% of regular base salary as modified during the year by COLA adjustments.
- E. After twenty five (25) years of full time continuous service, 8.50% of regular base salary as modified during the year by COLA adjustments.

Longevity pay accrues and is credited to eligible employees on October 1 of each year, based upon the employee's years of continuous service as of that date.

Employees hired prior to 11-20-2009 shall receive the greater of the following:

- 1. Payment under the 2010 Plan; or
- 2. Payment under the Pre-2010 Plan at the step they were on in November 2009; provided, however, that employees not at the top step of the Pre-2010 Plan on November 1, 2009 will be permitted to advance one (1) additional step from the step they were on in November 2009 at which time further advancement to a higher step under the Pre-2010 Plan shall be frozen.

Employees hired after 11-30-2009 will receive benefits under the 2010 Plan.

**Section 19.1.** For the purpose of the above plan, regular wages will be defined as the employee's base salary as it exists as of October 1, excluding any and all premium compensation. It is further agreed relative to such longevity plan that any and all future increases attributable to such plan as a result of subsequent increases in wage rates will be charged to future contracts as new costs.

**ARTICLE 20**  
**CLOTHING ALLOWANCE**

**Section 20.0.**

- A. The clothing allowance for Command Staff shall be Eight Hundred Fifty Dollars (\$850) per year.
- B. The Employers shall assume the full responsibility for all cleaning, laundry and maintenance for uniforms required of uniformed personnel and for Employer required professional clothing to include trousers, sport coat, dress, skirt, suit, and shirts.
  - 1. Employees are required to use Employers contractor and procedure.
- C. Upon the advancement of an individual to the bargaining unit the County shall prorate the clothing allowance or the cleaning allowance for the year at that time.

**ARTICLE 21**  
**PENSION PLAN**

**Section 21.0.**

- A. Employees promoted to a Command Officer's position from the F.O.P. and employees newly hired into the Command Unit shall participate in the F.O.P. Money Purchase Plan.
  - 1. For employees hired before January 1, 2013, the County's contribution will be 16% of base pay, overtime, plus longevity pay (currently 16% of gross pay).
  - 2. For employees hired into the County on or after January 1, 2013, the County's contribution will be 10% of base pay.
  - 3. Neither contribution rate will be less than the corresponding contribution rate contained in the collective bargaining agreement that will be effective January 1, 2013 with the Deputies' Association.
- B. **Pension Plan Re-Opener.** If the Employer negotiates an equivalent or better pension provision during the life of this contract which provides for full-time retirement benefits after 25 years of service with no age limit in any other bargaining unit, the Union shall have a right to a pension re-opener during the life of this contract.
- C. Bargaining unit employees who retire shall be allowed to purchase their duty weapon from the Employers for the original cost paid by the Employer for the weapon.

**ARTICLE 22**  
**INSURANCE**

**Section 22.0. Medical Care Plan.**

- A. The Employers agree to maintain the level of group health, medical, prescription drug,

hearing, vision and dental insurance coverage for full time employees and their dependents that existed 1/1/09 in the County's Kal Flex Enhanced plan with the addition of a 10-40 prescription coverage plan for permanent and full time employees and their dependents.

- B. In addition, the Employer's shall maintain the level of dental and vision insurance coverage that existed 1/1/09 for employees and their dependents.
- C. The provisions of these plans are set forth in Appendices D, E, F, G and H attached hereto.
- D. In addition, bargaining unit employees shall be allowed to participate, at no cost to them, in the County's Wellness Program and Flexible Spending Account Plan.

**Section 22.1. Employee Health Care Plan Contribution.**

- A. Employees share in the cost of their health care coverage by paying a health care cost contribution each two-week pay period.
  - 1. The full time employee health care cost contribution payment is equal to twenty percent (20%) of the County's actuarially estimated annual health care cost determined by category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents).
    - a. In the fall of each year, the County receives an actuarial report that contains a calculation of the estimated cost to provide health care coverage in the upcoming calendar year for active employees and retirees not eligible for Medicare and their eligible dependents. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1<sup>st</sup> of the upcoming calendar year.
- B. Employees pay a pro-rata share of their portion of the annual health care cost each pay period. In addition, employees electing sponsored dependent and/or family continuation coverage are responsible for payment of all of the costs for this additional coverage.

**Section 22.2. Opt Out of Health Care Plan Coverage.**

- A. Employees may elect to waive coverage under the County's group health care plan by giving the County written notice of their desire to waive health care plan coverage at least thirty (30) days prior to the first day of the month the employee desires to waive coverage by signing the appropriate waiver form.
  - 1. This payment is not available to an employee whose spouse has coverage in the County health care plan.

- B. This election shall be effective for the remainder of that health care plan year.
  - 1. Employees who have waived coverage under the County's health care plan may re- enter at open enrollment or if they experience a qualified change in status, including a change in family status under IRS Regulations.
- C. Employees who have health care coverage through a plan under another employer and elect to drop out of the County's health care plan shall be eligible to receive \$3,000 per year in lieu of health care plan coverage.
  - 1. These amounts will be paid in to the employee equal payments every two week payroll period throughout the year.
  - 2. Employees electing to opt out of the health insurance plan must certify that they have other health care coverage.

**Section 22.3. Health Care Plan Coverage while employee is on Involuntary Active Duty.**

- A. A full time employee who is called for involuntary active duty by any of the established Armed Forces Reserve Units or by the Michigan National Guard will have health care coverage through that particular service. The County will continue the health care plan coverage for the activated employee's family that was in effect immediately prior to activation for the duration of the active duty period. *See also Section 29.0.*

**Section 22.4. Obligation to Continue Health Insurance Payments.**

- A. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, commences an unpaid leave of absence, or is laid off, or, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the end of the month in which the discharge, quit, unpaid leave of absence or layoff commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave.
- B. Employees on Employer approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program.
- C. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work.
- D. The provisions of the foregoing notwithstanding, eligible employees who are on a non-duty disability leave and receive LTD benefits shall continue to receive Employer-

paid insurance benefits for the employee, spouse and dependents for a period of twenty-four (24) months from commencement of receipt of LTD benefits on the same terms that would exist if they were on active duty and not on the unpaid disability leave.

**Section 22.5. Duty Death Full Family Health Continuation.** In the event of a duty death full family health insurance shall be continued for a period of twelve (12) months duration subject to continuation of applicable employee premium cost share and co-pays.

**Section 22.6. Dental/Optical Plans.** Employees shall also receive the current F.O.P. Blue Cross -Blue Shield Dental Plan and the current Blue Cross- Blue Shield Optical Plan with the FLVS-A rider.

**Section 22.7. Term Life Insurance.** Full time employees shall be eligible for group term life insurance policy coverage in the amount equal to the employee's annual base salary. The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carriers or carriers. The Employer agrees to pay the required monthly premium for eligible employees.

**Section 22.8. Retiree Health Insurance.** Retiree health insurance is provided for as set forth in Appendix B. Additionally, for employees hired before January 1, 2013 only, when an active employee dies after the employee could have retired with retiree health insurance available to the employee's spouse, the spouse will be eligible for such coverage as if the employee had died while retired.

**Section 22.9. Long Term Disability Insurance.** Each regular full-time bargaining unit employee shall be eligible for the County's Long-Term Disability Insurance Program. The Long-Term Disability Insurance Plan shall be fully coordinated with the employee's individual sick leave accumulation as set forth in this Agreement. Such plan covers a disability after the employee has been disabled for six (6) months and has totally utilized his/her personal sick leave accumulation. All benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider. An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this contract, except for health care coverage as specified in Section 22.4. The employee's seniority will continue to accrue while on long-term disability. The long-term disability insurance shall not be applicable to any injury or disability which is job-related and covered by the Workers' Compensation Laws.

**Section 22.10.** The Employers will permit employees to set up a dependent care reimbursement account, under which they may choose to pay for qualified dependent care expenses with pre-tax dollars deducted from their paychecks. The maximum annual amount that may be placed into such an account by an employee is set annually by the IRS.

**Section 22.11.** The Employers will permit employees to set up a medical reimbursement account, under which they may choose to pay for qualified medical care expenses with pre-tax dollars deducted from their paychecks. The maximum annual amount that may be placed into such an

account by an employee is set annually by the IRS.

**ARTICLE 23**  
**HOLIDAYS**

**Section 23.0.**

A. An employee shall be entitled to holiday leave with pay on the following recognized Holidays:

1.	New Year's Day	January 1
2.	Washington's Birthday	February 22
3.	Good Friday	Half Day
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 <sup>st</sup> Monday in May
7.	General Election Day	Presidential/Gubernatorial
8.	Veteran's Day	
9.	Thanksgiving Day	4 <sup>th</sup> Thursday in November
10.	Day after Thanksgiving	Day after Thanksgiving
11.	Christmas Eve	December 24
12.	Christmas Day	December 25

**Section 23.1.**

- A. When any holiday enumerated above falls on a Sunday, the next following Monday shall be observed as the holiday.
- B. When any holiday enumerated above falls on a Saturday, the preceding Friday shall be observed as a holiday.

**ARTICLE24**  
**VACATIONS**

**Section 24.0. Regular Vacation Allowance.**

- A. Full time employees shall accrue four (4.00) hours of vacation leave each two week payroll period provided the employee works at least eighty (80) hours during that two week payroll period.
1. For purposes of this section, hours actually worked shall include hours on paid leaves of absence, hours of paid vacation and all hours actually worked.
- B. Full time employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to eighty (80).

**Section 24.1. Additional Vacation Allowance.**

- A. Full time employees shall be granted additional vacation leave based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>
At least five (5) but less than ten (10) years	24 hours
At least ten (10) but less than fifteen (15) years	40 hours
At least fifteen (15) but less than twenty (20) years	56 hours
At least twenty (20) years	72 hours

- B. Additional vacation leave accrues and is credited to eligible employees on their anniversary date each year based upon the employee's years of continuous service as of that date.
- C. In order to be eligible for full additional vacation leave a full time employee must have worked a total of at least two thousand eighty (2080) hours during the preceding fifty-two weeks.
1. For purposes of this section hours worked shall include hours on paid leaves of absence, hours of paid vacation and all hours actually worked.
2. Full time employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to two thousand eighty (2080).

**Section 24.2. Vacation Carryover.** Employees may carry over up to three hundred sixty (360) hours of their combined regular and additional vacation from one anniversary year to the next, and vacation in excess of this carry over is forfeited.

**Section 24.3. Rate of Vacation Pay.** Vacation pay shall be at the employee's straight time rate in effect at the time the employee takes vacation leave.

**Section 24.4. Vacation Scheduling.**

- A. The Sheriff shall determine the number of employees who can be assigned for vacation purposes at any one time agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Sheriff.
- B. Vacation leave shall be granted giving preference to seniority employees.

**Section 24.5. Benefits on Termination.**

- A. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances:
  - 1. If an employee resigns from employment or retires and a minimum of twenty-eight (28) Days advanced notice is given to the Employer.
  - 2. If an employee is laid off and requests payment of vacation pay provided, however, that such vacation pay shall be limited to the period of the layoff.
  - 3. In the event of the death of an employee 100% of unused vacation pay shall be paid to the employee's beneficiary or estate.
- B. Payment of accrued but unused vacation leave shall be at the employee's straight time rate in effect at the time the employee is paid for vacation leave but shall not include any shift differential.
- C. Any payment received under this provision shall not exceed two hundred forty (240) hours.

**ARTICLE 25**  
**PERSONAL LEAVE**

**Section 25.0. Paid Personal Leave.**

- A. Employees will be credited with four (4) paid personal leave days on January 1 of each year. Employees hired at any time from January 1 through March 31st of a given year shall also be credited with four (4) paid personal leave days as of the date of their hire.
  - 1. Employees hired at any time from April 1 through June 30 of a given year shall be credited with three (3) paid personal leave days as of the date of their hire.

2. Employees hired at any time from July 1 through September 30 of a given year shall be credited with two (2) paid personal leave days as of the date of their hire.
  3. Employees hired at any time from October 1 through December 31 of a given year shall be credited with one (1) paid personal leave day as of the date of their hire.
- B. Paid personal leave must be scheduled in advance at a time mutually agreeable to the Employer and the employee.
1. Payment for a personal leave day shall include any shift differential that the employee was earning at the time the paid personal leave was taken.
  2. Employees who are on workers compensation leave as of January 1 will not be credited with paid personal leave, but upon their return to work will receive pro-rated paid personal leave as if they were a newly hired employee.
  3. Unused personal leave time will be carried over from year to year and will be converted to compensatory time at the beginning of the year to which it is carried over.
- C. When an employee dies his beneficiary/estate shall be paid one hundred percent (100%) of any unused personal leave time.

**ARTICLE 26**  
**SICK LEAVE**

**Section 26.0. Paid Sick Leave.** Full time employees shall earn and utilize sick leave of absence with pay under the following conditions and qualifications:

- A. Paid Sick Leave Accrual.** Effective May 9, 1997 each regular full-time employee of the Sheriff shall accrue four (4) hours with pay as sick leave for each completed biweekly pay period.
- B. Paid Sick Leave Utilization.**
1. Sick leave with pay may be utilized by regular full-time employees throughout their period of employment with the Sheriff. Sick leave may be accrued throughout the employee's entire period of classified service.
  2. Employees may utilize paid sick leave when it is established that an employee is incapacitated due to illness, injury or other disability; when the health of others would be endangered by the employee's attendance at work due to exposure to a contagious disease; for the purpose of dentist or doctor appointments; and in the event of a major illness or accident emergency that requires the employee's presence to care for a spouse or a child residing in the home with the employee.

3. Disability associated with pregnancy, miscarriage, abortion or child birth shall be treated as any other disability.
4. In instances where the paid sick leave is taken because of a serious health condition that makes the employee unable to perform the functions of their job, the leave will be considered to be a family and medical leave.
5. Sick leave shall be paid at the employee's regular hourly rate of pay when the sick leave is taken.
6. An employee shall not be charged sick leave time for dentist or doctor appointments when such appointments cannot be scheduled other than during the employee's normal work hours when the employee's absence from work is two (2) hours or less.

**C. Paid Sick Leave utilization for work related injuries.**

1. Employees may utilize paid sick leave for absences: from work due to work related injuries. If an employee is off for less than the time necessary to receive workers compensation benefits, paid sick leave will be the only payment available.
2. If that time later becomes compensable under workers compensation, the paid sick leave utilized that is not necessary to supplement payments to 100% of their regular straight time rate of pay for up to 40 hours per week will be restored if the employee repays the County the amount received from workers compensation for that same period.

**D. Paid Sick Leave Verification.**

1. An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify the Employer of the need to utilize paid sick leave before the start of their scheduled day of work.
2. The Employer may require a certificate signed by a Physician, Physician Assistant or Nurse Practitioner showing that the time off was due to actual disability provided that such a request is reasonable under existing circumstances or if the Employer has reasonable grounds to believe that an employee has been abusing sick leave.
3. Falsification of the certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

**E. Payoff of Unused Paid Sick Leave.**

1. A retiring employee who participates in the FOP Money Purchase Plan and who retires from the employment of the Employer at fifty-five (55) years or older with

at least twenty-five (25) years of service shall be paid for all accrued but unused sick leave hours at fifty (50%) of his/her current regular straight time rate of pay.

2. Employees who voluntarily resign their employment without disciplinary action pending shall be paid for up to one thousand six hundred (1,600) hours of accrued but unused sick leave at twenty-five (25%) percent of their current regular straight time rate of pay.
3. Employees who were members of the Command unit on or before December 31, 2008, shall be paid for up to one thousand six hundred (1,600) hours of accrued but unused sick leave at twenty-five (25%) percent of their current regular straight time rate if their employment ends for a reason other than E §1 or §2 above.
4. When an employee dies his beneficiary/estate shall be paid fifty percent (50%) of the employee's unused sick leave accumulation.

F. **Annual Bonus for Non-use of Paid Sick Leave.** Any employee who does not utilize any sick leave time during a three hundred sixty five (365) consecutive day period shall be entitled to an additional vacation day during the subsequent three hundred sixty-five (365) consecutive days.

#### **Section 26.1. Voluntary Sick Bank.**

- A. It is further understood and agreed that a "Sick Bank" shall be established to provide available sick leave to employees receiving benefits under this Article which shall permit each member of the bargaining unit on a voluntary basis to "bank" two (2) days per solicitation, per vote of the membership, for purposes of providing a bank from which an injured officer may draw compensation in the event he has already utilized his own available sick time.
- B. The availability of the sick bank shall not pertain only to on-the-job injuries, but to any of the reasons for which sick leave may be granted according to the other terms of this Agreement.
- C. **Sick Bank Advisory Committee.** The parties agree to the establishment of an advisory committee relative to utilization of time accumulated in the Sick Leave Bank. Such committee shall be made up of two (2) representatives selected by the Union and three (3) representatives selected by the Sheriff's Deputies' Association. Utilization of the Sick Leave Bank is controlled by the rules outlined in Appendix C.

### **ARTICLE 27** **LEAVES OF ABSENCE**

**Section 27.0. Purpose of Leaves.** It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. An employee must submit a request for a leave of absence and

falsification of leave request may be grounds for termination.

**Section 27.1. Unpaid Personal Leave of Absence.** The Employer may in its discretion grant an employee a personal leave of absence without pay for a period that will not normally exceed thirty (30) calendar days. A request for personal leave shall be in writing and must specify the reason for the leave.

**Section 27.2. Family and Medical Leave.** Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job;
- E. Because of any qualifying exigency arising out of the fact that a spouse, son, or daughter of the employee is on active duty (or has been notified of an impending call to active duty) in the Armed Services in support of a contingency operation.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

For purposes of leaves under subparagraphs C and D above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

**Section 27.3. Service Member Family Leave.** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who suffered a serious injury or illness in the line of duty on active duty in the Armed Forces shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for that service member. This service member family leave shall only be available during a single 12 month period, and during that 12 month period the an eligible employee shall only be entitled to a total of 26 weeks of combined regular FMLA leave and Service Member Family Leave.

The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act. Disputes regarding reemployment rights are not subject to the grievance and arbitration provisions of this Agreement.

**Section 27.4. Non-Duty Disability Leave.** A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits. Employees may also be eligible to receive long term disability insurance payments during this disability leave, but will not be entitled to accrue benefits during the period that they are receiving LTD benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twenty-four (24) consecutive months (including time spent on an FMLA leave). An employee whose leave ends prior to their being able to return will be considered to be on layoff with rights to return in accordance with the recall provisions of this Agreement. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

**Section 27.5. Jury Duty Leave.** Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the employee's regular rate of pay for the employee's regularly scheduled hours in exchange for the employee's relinquishment of the employee's check for jury duty excluding mileage. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- A. Give the Employer reasonable advanced 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;
- C. Return to work promptly if excused from jury duty service.

If an employee, whose work shift starts between 12:00 noon and 6:00p.m., is required to be at jury duty more than four (4) hours on any given day, they shall be excused from working their regular shift, however, the employee shall complete their work day on the day shift. If the employee attends jury duty less than four (4) hours, they must work their regular shift. Employees whose work shift starts between 6:00p.m. and 12:00 midnight shall be transferred to the day shift to attend to jury duty. Employees working the day shift shall continue to be allowed to attend to jury duty with pay.

**Section 27.6. Funeral Leave.** When death occurs in a full-time employee's immediate family, the employee, on request, will be excused for up to three (3) consecutive working days with pay, provided they attend the funeral. Immediate family means an employee's current spouse, sons, daughters, mother, father, mother-in-law, father-in-law, brother or sister, grandfather, grandmother, grandparents-in-law, grandchild, stepparent, stepchildren, daughter-in-law, son-in-law, or dependents within the employee's household. With the prior approval of the Sheriff or his/her designee: (A) the employee shall also receive two (2) additional consecutive calendar days of bereavement leave if out of state travel is required, but these additional two (2) days of bereavement leave will be charged to available paid sick leave or to accrued sick leave or other paid time if the employee has no available paid sick leave; or (B) in the event that a memorial service is held at a time not contiguous with the time of death, one of the days may be reserved to attend the memorial service.

**Section 27.7. Temporary Military Service Leave.** An employee whose service with the Employer is interrupted by a period of military service anticipated to last 30 days or less or for the purpose of a fitness examination will be placed on a military service leave of absence. This leave of absence will automatically terminate at the end of 30 days. For each day, up to a maximum of ten (10) days per calendar year, that an eligible employee is on a military service leave when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the military. During the remainder of the period of this military service leave, the employee may elect to utilize accrued paid vacation or other similar paid leave during the period of the military service in order to continue their civilian pay, but paid sick leave is not available during the period of the military service leave. See also Veterans Rights Section 29.1.

**Section 27.8. Reemployment Following Military Service.** Employees who leave the employment of the Employer to perform service in the uniformed service in any branch of the Armed Forces of the United States, the National Guard or the Public Health Service shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such service and the scheduled date of departure shall be given to the Employer in writing as soon as the individual is notified of their acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes after a period of military service will be treated as if they had been on a leave of absence during the period of their military service, and will be provided seniority and all rights and benefits based on seniority that the employee would have retained had the employee remained continuously employed with the Employer. Disputes regarding reemployment rights are not subject to the grievance and

arbitration provisions of this Agreement.

A full time employee called for involuntary active duty by any of the established Armed Forces Reserve Units or by the Michigan National Guard shall be paid a supplement of 100% of the difference between total monthly military pay inclusive of all special pay and allowances (excluding travel reimbursement) and the gross monthly County base pay (1/12th) of annualized salary) for up to one (1) year of activation. The County will continue the employee's pension service credit/contributions along with any other statutorily required provisions. See also Veterans Rights Section 29.2.

**Section 27.9. Return to Work After Leave of Absence.** Employees returning from Employer approved leaves of absence will be reinstated to their former job classification.

**Section 27.10. Alternate Duty Assignments.** An employee's return from a worker's compensation leave or a non-disability leave is contingent upon the employee being able to fully perform the duties of a Sheriff Office employee. The Employer may in its sole discretion assign an employee on a worker's compensation leave or a disability leave to perform an alternate duty assignment within their residual capacities. The Employer's judgment concerning whether an alternate duty assignment will be offered or terminated, the length of such an alternate duty assignment, the duties to be performed while on an alternate duty assignment and the time and place that the alternate duty assignment will be performed are not subject to challenge or review through the grievance or arbitration procedure. During the period of an alternative duty assignment an employee will be paid at their regular rate of pay and be eligible for all benefits and insurance coverage available to employees not on a workers compensation or non-duty disability leave.

**Section 27.11.** Leave of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leave of absence for such purpose must be made as soon as possible after the employee's receipt of his/her orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received from the County had they worked such period.

**Section 27.12.** An administrative or special leave may be granted to an employee when approved by the Sheriff for the purpose of settling an estate of a member of the immediate family, for educational purposes when such education will be for the systematic improvement of the knowledge or skills required in the performance of their work, for illness or injury when such leave extends beyond employee's sick leave days earned, and for other reasons which may be beneficial to the employee and the County. All leaves shall be specific as to their duration. A special or administrative leave of absence will normally be without pay. Leaves of absence shall be requested in writing by the employee and approved by the sheriff.

**ARTICLE 28**  
**ON-THE-JOB INJURY/WORKER'S COMPENSATION**

**Section 28.0. Worker's Compensation Leave.** Upon written application (the incident report), a worker's compensation leave of absence for a period of not more than thirty-six (36) months (including time spent on an FMLA leave) will be granted to an employee who is unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. The Employer, for a period of up to fifty-two (52) week, will supplement the workers compensation payments of eligible employees who are entitled to worker's compensation benefits because of a job related injury in an amount necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. During the remainder of a worker's compensation leave of absence, the employee shall receive worker's compensation payments and may utilize accrued paid sick leave, paid personal leave, and vacation to the extent necessary to maintain the employee's net take home pay at 80% based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser.

**Section 28.1. Vacation Accrual while on Worker's Compensation.**

- A. Time during a worker's compensation leave of absence shall be considered hours worked for purposes of accrual of Regular Vacation Allowance and Additional Vacation Allowance during the first twenty-six (26) weeks of an employee's workers compensation leave.
- B. An employee will be considered to have worked forty (40) hours during any week the employee was off work on a worker's compensation leave during these twenty-six (26) qualifying weeks.

**Section 28.2. Longevity Pay Accrual while on Worker's Compensation.**

- A. Time during a workers compensation leave of absence shall be considered hours worked for purposes of accrual of longevity pay leave during the first fifty-two (52) weeks of an employee's workers compensation leave.
- B. Employees on workers compensation leave will not be eligible for longevity pay after completion of the first fifty-two weeks after the commencement of their workers compensation leave.

**Section 28.3. Holidays While on Worker's Compensation Leave.**

- A. Employees who are on workers compensation leave shall receive eight (8) hours of pay at their regular straight time rate for each holiday that occurs during the first fifty-two (52) weeks after the commencement of their workers compensation leave and will not

be eligible to receive floating holidays in lieu of holiday pay.

- B. Employees on workers compensation leave will not be eligible for holiday pay or floating holidays in lieu of holiday pay after completion of the first fifty-two (52) weeks after the commencement of their workers compensation leave.

**Section 28.4. Sick Leave Accrual while on Worker's Compensation.**

- A. Time during a worker's compensation leave of absence shall be considered hours worked for purposes of accrual of paid sick leave during the first twenty-six (26) weeks of an employee's workers compensation leave.
- B. An employee will be considered to have worked forty (40) hours during any week the employee was off work on a worker's compensation leave during these twenty-six (26) qualifying weeks.

**Section 28.5. Health Care Coverage while on Worker's Compensation.** Employees on a worker's compensation leave will be eligible for Employer-paid insurance for a period of up to thirty-six consecutive months on the same terms that would exist if they were on active duty and not on the workers compensation leave.

**Section 28.6. Bonus for Course Credit while on Worker's Compensation.** Employees who are on workers compensation leave on the last pay period of the year shall be eligible for payments of the Bonus for Course Credit on that payment date, but shall not be eligible for a Bonus for Course Credits in any subsequent year unless they have returned to active duty from the workers compensation leave.

**Section 28.7 Paid Sick Leave utilization for work related injuries.**

- A. Employees may utilize paid sick leave for absences from work due to work related injuries. If an employee is off for less than the time necessary to receive workers compensation benefits, paid sick leave will be the only payment available.
- B. If that time later becomes compensable under workers compensation, the paid sick leave utilized that is not necessary to supplement payments to 100% of their regular straight time rate of pay for up to 40 hours per week will be restored if the employee repays the County the amount received from workers compensation for that same period.

**Section 28.8.** Employees who are on workers compensation leave as of January 1 will not be credited with paid personal leave, but upon their return to work will receive pro-rated paid personal leave as if they were a newly hired employee.

**Section 28.9. Alternate Duty Assignments.** An employee's return from a worker's compensation leave or a non-disability leave is contingent upon the employee being able to fully perform the duties of a Sheriff Office employee. The Employer may in its sole discretion assign an employee on a worker's compensation leave or a disability leave to perform an alternate duty

assignment within their residual capacities. The Employer's judgment concerning whether an alternate duty assignment will be offered or terminated, the length of such an alternate duty assignment, the duties to be performed while on an alternate duty assignment and the time and place that the alternate duty assignment will be performed are not subject to challenge or review through the grievance or arbitration procedure. During the period of an alternative duty assignment an employee will be paid at their regular rate of pay and be eligible for all benefits and insurance coverage available to employees not on a workers compensation or non-duty disability leave.

**Section 28.10.** An employee may request that the Employers' liability for injury resulting from enforcement action taken during his off-duty time be determined in accordance with the statutory provisions covering Workers' Compensation.

## **ARTICLE 29** **VETERAN'S RIGHTS**

**Section 29.0.** A full time employee who is called for involuntary active duty by any of the established Armed Forces Reserve Units or by the Michigan National Guard will have health care coverage through that particular service. The County will continue the health care plan coverage for the activated employee's family that was in effect immediately prior to activation for the duration of the active duty period. *See also Insurance Section 22.3(A).*

**Section 29.1. Temporary Military Service Leave.** An employee whose service with the Employer is interrupted by a period of military service anticipated to last 30 days or less or for the purpose of a fitness examination will be placed on a military service leave of absence. This leave of absence will automatically terminate at the end of 30 days. For each day, up to a maximum of ten (10) days per calendar year, that an eligible employee is on a military service leave when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the military. During the remainder of the period of this military service leave, the employee may elect to utilize accrued paid vacation or other similar paid leave during the period of the military service in order to continue their civilian pay, but paid sick leave is not available during the period of the military service leave. *See also Leaves of Absence Section 27.7.*

**Section 29.2. Reemployment Following Military Service.** Employees who leave the employment of the Employer to perform service in the uniformed service in any branch of the Armed Forces of the United States, the National Guard or the Public Health Service shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such service and the scheduled date of departure shall be given to the Employer in writing as soon as the individual is notified of their acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes after a period of military service will be treated as if they had been on a leave of absence during the period of their military service, and will be provided seniority and all rights and benefits based on seniority that the employee would have retained had the employee remained continuously

employed with the Employer. Disputes regarding reemployment rights are not subject to the grievance and arbitration provisions of this Agreement.

A full time employee called for involuntary active duty by any of the established Armed Forces Reserve Units or by the Michigan National Guard shall be paid a supplement of 100% of the difference between total monthly military pay inclusive of all special pay and allowances (excluding travel reimbursement) and the gross monthly County base pay (1/12th of annualized salary) for up to one (1) year of activation. The County will continue the employee's pension service credit/contributions along with any other statutorily required provisions. *See also Leaves of Absence Section 27.8.*

### **ARTICLE 30** **EMERGENCY MANAGER**

**Section 30.0.** An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is allowed to reject, modify or terminate this collective bargaining agreement as provided in that Act. Inclusion of this language required under section 15(7) of the Public Employment Relations Act does not constitute agreement by the Union to the Substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenges (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

### **ARTICLE 31** **SEVERABILITY CLAUSE**

**Section 31.0 Severability Clause.** If any section of the Agreement or any addendum thereto shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the agreement and addenda shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a replacement for the section.

**ARTICLE 32**  
**DURATION**

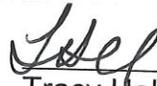
**Section 31.0 Duration.** This Agreement shall become effective January 1, 2019, and shall remain in full force and effect through the 31<sup>st</sup> day of December, 2019.

**KALAMAZOO COUNTY  
SHERIFF'S SUPERVISOR  
ASSOCIATION**

**COUNTY OF KALAMAZOO**



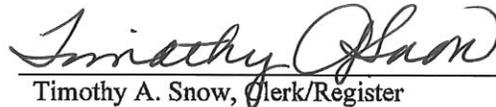
\_\_\_\_\_  
JAMES SANDLIN  
UNION PRESIDENT



\_\_\_\_\_  
Tracy Hall, Chair



COAM 8-20-20



\_\_\_\_\_  
Timothy A. Snow, Clerk/Register



\_\_\_\_\_  
Rick Fuller, Sheriff

8/20/2020



# KALAMAZOO COUNTY GOVERNMENT Salary Schedules

SHERIFF DEPT - COMMAND OFFICERS

Effective 01/01/2019

Increase %  
2.50%

*Sheriff's Administrator*

<b>C</b>	<b>01</b>	<b>A</b>	<b>Annual</b>	\$84,385.60	<b>Bi-Weekly</b>	\$3,245.60	<b>Hourly</b>	\$40.57	<b>1 1/2</b>	\$60.86
----------	-----------	----------	---------------	-------------	------------------	------------	---------------	---------	--------------	---------

*Lieutenant*

<b>C</b>	<b>02</b>	<b>A</b>	<b>Annual</b>	\$93,641.60	<b>Bi-Weekly</b>	\$3,601.60	<b>Hourly</b>	\$45.02	<b>1 1/2</b>	\$67.53
----------	-----------	----------	---------------	-------------	------------------	------------	---------------	---------	--------------	---------

*Captain*

<b>C</b>	<b>03</b>	<b>A</b>	<b>Annual</b>	\$102,856.00	<b>Bi-Weekly</b>	\$3,956.00	<b>Hourly</b>	\$49.45	<b>1 1/2</b>	\$74.18
----------	-----------	----------	---------------	--------------	------------------	------------	---------------	---------	--------------	---------

*Captain (Chief Deputy)*

<b>C</b>	<b>04</b>	<b>A</b>	<b>Annual</b>	\$103,708.80	<b>Bi-Weekly</b>	\$3,988.80	<b>Hourly</b>	\$49.86	<b>1 1/2</b>	\$74.79
----------	-----------	----------	---------------	--------------	------------------	------------	---------------	---------	--------------	---------

