AGREEMENT

between

CALHOUN COUNTY BOARD OF COMMISSIONERS
and the SHERIFF OF CALHOUN COUNTY

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

January 1, 2016 through December 31, 2018

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AGREEMENT

This Agreement executed this 1st day of January, 2016, by and between the Calhoun County Board of Commissioners and the Sheriff of Calhoun County, hereinafter together referred to as the "Employer", and the Command Officers Association of Michigan, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

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

> All regularly employed supervisory employees of the Sheriff's Department, holding the rank of captain, lieutenant, or sergeant, and the position of Support Services Manager, excluding confidential employees and all other employees.

Section 2. Other Agreements. The Employer agrees that during the life of this Agreement it will not recognize any labor organization other than the Union as the collective bargaining agent for the employees occupying, or who may during the life of this Agreement occupy, any of the job classifications included in the bargaining unit. Nor, may the Employer enter into any agreements with employees individually or collectively which conflict or are contrary to the terms of this Agreement.

ARTICLE 2
UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment solely for employees covered by Act 312 and included in the collective bargaining unit as set forth in Article 1, Section 1, thirty-one (31) days after the start of employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic, monthly or bi-weekly dues uniformly required of all Union members or pay to the Union a monthly or bi-weekly service fee which shall be less than the periodic, monthly or bi-weekly dues required of all Union members. An employee subject to Article 3, Section 1 shall be deemed to be in compliance with the provisions of this Section if he has tendered the periodic dues or service fee to the Union and if he is not more than sixty (60) days in arrears in payment of such dues or service fees.

Section 2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share in the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic,

monthly or bi-weekly dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3. Checkoff.

A. During the life of this Agreement, the Employer agrees to deduct periodic, monthly or bi-weekly Union membership dues or the monthly or bi-weekly service fee from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The following checkoff authorization form shall be used exclusively and shall be supplied by the Union:

CHECKOFF AUTHORIZATION FORM
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

I hereby request and authorize you to deduct from wages hereinafter earned by me while employed in the Sheriff's Department Supervisory Bargaining Unit my monthly or bi-weekly Union dues or fair share representation fee as established from time to time. The amount deducted shall be paid to the Treasurer of the Union in accordance with the Agreement reached between the Employer and the Union. This authorization shall remain in effect until I request its revocation by written notice to the Employer, or until COAM ceases to be the exclusive bargaining representative of the bargaining unit whichever occurs first.

_____

PRINT: Last Name First Name Middle Initial

Date Deduction is to start:

_____ _____

Month/Year Employee Signature

_____

Address

_____ _____

Social Security No. City, State, Zip

B. A properly executed copy of the written checkoff authorization form for each employee for whom Union dues or service fees are to be deducted hereunder shall be delivered to the County Human Resources Department before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

C. All authorizations filed with the County's Human Resources Department on or before the first day of the month shall become effective on the second pay period of that month, provided the employee has sufficient net earnings to cover the Union dues or service fee, whichever is applicable. An authorization filed thereafter shall become effective with the second pay period of the following month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the fifteenth (15th) day of each month.

D. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

E. The Union shall notify the County Human Resources Department of the proper amount of Union dues or service fees and any subsequent changes in such amounts. The Employer agrees to furnish the designated financial officer of the Union a monthly or bi-weekly record in duplicate of those employees for whom deductions have been made, together with the amount deducted.

F. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

G. The Employer shall not be responsible for Union dues or service fees while an employee is on leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.

H. The Employer shall not be liable to the Union, its members or the employees it represents once such sums have been remitted to the Union and, further shall not be liable if such sums are lost when remitted by the United States Postal Service.

I. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct Union dues or service fees and to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the employer pursuant to this Section and Section 1 of this Article.

ARTICLE 3
UNION REPRESENTATION AND RIGHTS

Section 1. Collective Bargaining Committee. The bargaining committee shall be elected by the Union and may include not more than two (2) non-employee representatives. The Union bargaining team may consist of a number equal to that of the Employer's bargaining team. Each party shall furnish the other, in writing, the names of its collective bargaining team prior to the commencement of negotiations and any changes thereto if necessary.

Section 2. Upon request, the Employer may transfer any member of the bargaining committee to the day shift for the period of contract negotiations irrespective of seniority and the Employer shall have the right to transfer the least senior non-probationary employee(s) to fill the transfer during the period of negotiations, without recourse to the grievance procedure.

Section 3. Chief Steward. The president of the bargaining committee shall be the chief steward, who shall be assigned to the first shift and shall also be a member of the Union's bargaining committee.

The Employer further agrees to recognize another employee designated by the Union as the alternate chief steward and a member of the Union's bargaining committee.

When requested by the steward of an employee, the chief steward or alternate chief steward may investigate any alleged or actual grievance and assist in its preparation and may be allowed reasonable time therefor during working hours upon notification and prior approval of the Undersheriff or the Sheriff.

Section 4. There will be no discrimination against any employee because of his duties as a Union official, Union representative or committee member.

Section 5. Bulletin Boards. The Employer shall provide a bulletin board in the Sheriff's Department which may be used by the Union for posting notices limited to:

A. Notice of Union recreational or social events.

B. Notices of Union elections and results.

C. Notices of Union meetings and results.

D. Official Union communications.

E. Official social communications.

F. Other information which is not derogatory to the Employer or its administration.

Section 6. Personnel Files. Employee's personnel files shall be kept under the direct control of the Employer. The Employer shall not allow anyone other than those responsible for the Sheriff's Department operations and/or administration to read, view, have a copy of, or in any way peruse in whole or in part the personnel file or any document which may become a part of these files except as otherwise required by law.

An employee by right may review his own personnel file as to its total content, except the background investigation and the files relative to an active internal affairs investigation in progress. All requests for review shall be made to the Sheriff or Undersheriff and such review shall be at such times as are mutually agreeable but not later than seventy-two (72) hours after receipt of a written request. The employee shall be notified of any official entry being added to his personnel file except for background investigations and the files relative to an active internal affairs investigation in progress.

Section 7. Special Conferences. Special conferences for important matters will be arranged between the Union, its designated representatives, and the Employer or its designated representatives upon request of either party. Such meetings shall be between at least two (2) representatives of the Union and representatives of the Employer.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Conferences shall be held between the hours of eight (8:00) a.m. and five (5:00) p.m., except as mutually agreed otherwise. The union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

Section 8. Visits by Union Representatives. The Employer agrees that accredited representatives of the Union shall have access to the premises of the Employer during regular business hours for reasonable periods of time to conduct Union business. Such representatives shall give advance notice of their desired meeting to the Sheriff or Undersheriff who will approve the time and place.

Section 9. Provisions for Legal Counsel. Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence or other acts of the employee while in the course of his employment, the Employer or its designated insurance carrier will pay for, engage or furnish the services of an attorney to advise the employee as to the claim, to appear for, and to represent the employee in the action.

The Employer or its designated insurance carrier may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his employment and while acting within the scope of his authority, the Employer or its designated insurance carrier will indemnify the employee, pay, settle, or compromise the judgment. The Employer or its designated insurance carrier will make the selection of the attorney or attorneys.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Employer Rights.

A. It is understood and agreed that the Employer possesses and retains the sole power, duty, and right to operate and manage its Departments, Agencies and programs, and to carry out all constitutional, statutory and administrative policy mandates and goals. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically set forth in other provisions of this Agreement shall remain solely within the discretion of the Employer to determine, establish, modify or eliminate. The exercise of the Employer's discretion, judgment, powers or rights as to any such matters shall not be subject to review or attack through the Grievance Procedure, although nothing herein shall prohibit special conferences on any subject.

Such retained Management Rights include, but are not limited to, the right, without engaging in negotiations, to determine matters of managerial policy; mission of the Employer and its parts; the methods, means, and procedures to be used, and the services to be provided; organizational structure; the nature and number of facilities and departments and their locations; to establish classifications of work; to hire and increase or decrease the size of the work force; to assign personnel; to maintain order and efficiency and use outside assistance. However, the Union may request that the exercise of such reserved rights be made the subject of a special conference.

B. The Employer also reserves certain additional rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees subject to this Agreement; to lay off and recall personnel; to transfer and promote personnel; to establish reasonable work rules and to fix and determine penalties for violations thereof; to make judgments as to skills and abilities; to establish and change work schedules, and to do other acts, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance Procedure.

C. This Agreement, including its supplements and exhibits attached hereto (if any), concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union acknowledges and agrees that the bargaining process under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment and such terms and conditions shall not be addressed under the Special Conference Provision of this Agreement.

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

All negotiable terms and conditions of employment not covered by this Agreement shall be subject to the sole discretion and control of the Employer.

Section 2. Policy and Procedures. The Employer reserves the right to establish reasonable rules, regulations, policies, and procedures not conflicting with the provisions of this Agreement, which shall be provided to all bargaining unit employees at least seven (7) days prior to their effective date, except in case of emergencies. Such rules, regulations, policies, and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be timely filed after the establishment or application of such rule, etc., whichever first occurs, and thereafter considered in accordance with the grievance procedure.

ARTICLE 5
RESPONSIBILITIES OF EMPLOYER, UNION AND EMPLOYEES

Section 1. The supervisory officers recognize their role as supervisors having management and administrative responsibilities. As such, they faithfully pledge to carry out their duties and responsibilities to their fullest ability in order to further the purposes of the Department and without regard to the fact that other employees of the Department are members of the same Union or the same bargaining unit.

Section 2. The Sheriff recognizes the role of the supervisory officers as management and administrative representatives and pledges to support efforts to strengthen their role both as management representatives and as professional law enforcement officers. The Sheriff further pledges that in any disciplinary proceedings he will honor customary procedures to allow a

supervisory officer to have appropriate counsel and representation by the Union. To this end, higher ranking personnel (in or out of the bargaining unit) will utilize non-disciplinary counseling and/or discussions with lower ranking officers within the unit to address performance or conduct problems for which disciplinary action is not considered necessary. Written notations of such non-disciplinary counseling or discussions shall not be placed in the employee's personnel file, and such counseling or discussions shall not prevent the Employer from taking disciplinary action under Article 10 with respect to the same incident(s).

Section 3. No Strike. It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, the Union shall not cause, nor shall any member of the Union take part in, any strike or refusal to work. For purposes of this Agreement, the term "strike" shall mean any concerted activity resulting in a failure to report for duty, willful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties as a police officer.

Section 4. Responsible Action. The Union agrees that it will take prompt, responsible 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.

Section 5. During the life of this Agreement, the Union shall not cause its members, nor shall any member of the Union engage in any strike because of a labor dispute between the County and any other labor organization.

The Sheriff reserves the right to administer disciplinary action, up to and including discharge, to any employee who violates Section 3.

Section 6. No Lockout. The Employer agrees that during the life of this Agreement, there will be no lockout.

ARTICLE 6
NEW EMPLOYEES AND NEW CLASSIFICATIONS

Section 1. New Employee Probationary Status. All employees shall be subject to a probationary period of one (1) year beginning on their first day of employment within the bargaining unit. Such employees shall be evaluated in writing at least twice while on probation, and the employee and the chief steward shall receive a copy of the evaluation. Until an employee has completed the probationary period under this Section, the employee may be disciplined, laid off, recalled, demoted or terminated at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance and arbitration procedures set forth in this Agreement. There shall be no seniority among probationary employees.

Section 2. Representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, subject to the other provisions of this Agreement.

Section 3. New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. Thereafter, the parties shall meet and confer pursuant to Article 4, Section 1. If the parties are unable to reach an agreement, the rate of pay shall be subject to the non-disciplinary grievance procedure set forth in the Agreement.

ARTICLE 7
WORK SCHEDULE

Section 1. Scheduled Work Period. For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:01 a.m. on Friday and continue until 12:00 midnight on the Thursday fourteen (14) days later.

Section 2. Schedule. A schedule shall be posted once every fourteen (14) days to determine the normal workdays and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted at least seven (7) days prior to the first day of the scheduled work period.

Section 3. Changes in Schedule. Whenever possible, an employee shall be notified at least five (5) calendar days prior to any change in his regular day off sequence or shift.

Section 4. Shift Preference.

A. Definitions. "Needs of the service" shall be defined as a desirable action taken for the safe, efficient and effective operation of the Department.

B. A non-probationary full-time employee may bid for a shift assignment (with pass days established by the Employer) based upon his classification seniority.

C. Bidding for shift preference shall be opened for re-bidding on December 1 through December 7 and June 1 through June 7 of each year to be effective the first full payroll period beginning on or after the tenth day of the following month. Employees shall not be entitled to overtime pay for daily or periodic overtime where such overtime results solely as a result of shift preferences.

D. An employee reassigned or transferred between bid periods shall not be allowed to select a shift on a seniority basis until the next bidding period.

E. When the "needs of the service" provision is invoked for the purpose of departing from the application of seniority in making shift assignments, the reasons shall be reduced to writing and copies given to the affected person and the Union.

F. If the Union feels that this Section is being abused, it may file a grievance.

Section 5. Work Breaks. Employees shall be allowed two (2) fifteen (15) minute breaks per day and a lunch period (schedule permitting) not to exceed thirty (30) minutes. One break shall be taken during the first half of the employee's shift and the second break is to be taken during the

second half of the employee's shift. The lunch period, insofar as the schedule and workload allow one, shall be taken during the middle portion of the employee's shift.

Section 6. Overtime. Overtime pay for hourly employees shall be at the rate of one and one-half (1-1/2) times their regular hourly base rate of pay under the following conditions:

A. Periodically. All hours actually worked in excess of eighty (80) hours in any scheduled work period. For purposes of this subsection only, paid vacations and paid personal time shall be considered "hours actually worked", provided these are used in accordance with this Agreement.

B. Pass Days. All hours actually worked on an employee's scheduled pass day.

C. There shall be no pyramiding or duplication with respect to overtime pay calculations or premium pay. An employee claiming overtime pay under two or more provisions of this Agreement shall receive only the greater of these benefits.

D. All employees shall be required to work reasonable amounts of overtime upon request. The Employer will attempt to keep overtime assignments relatively equal within each classification.

Section 7. Pass Days. All employees shall be regularly scheduled to avoid split pass days except when the employee requests or agrees to same. Employee shall be scheduled for a minimum of four (4) pass days during each pay period.

Section 8. Trade. Employees, upon twenty-four (24) hours notice, may trade pass days and/or shifts only with the approval of their supervisors, provided, however, that the trade shall not result in the payment of overtime to either employee involved in the trade.

Section 9. Training. Training sessions required by the Sheriff for employees to maintain skills, proficiencies and certification in such areas such as first aid and firearms, shall be construed as work time.

Section 10. Coupling. Employees who are eligible for vacation or compensatory time as provided for in this Agreement may, with the Employer's prior approval, take pass days in conjunction with vacation or compensatory time.

Section 11. Compensatory Time. Nothing contained herein shall prohibit an hourly employee from agreeing to accept compensatory time off in lieu of overtime at the same rate. No employee shall be permitted to accumulate more than eighty (80) hours of such compensatory time (1-1/2 times 53.33 hours of actual overtime work). Once having elected compensatory time the employee may not thereafter request overtime pay for the same time, except as provided by applicable law. An employee who wishes to use any earned compensatory time off should inform his or her supervisor how much time is requested, and the supervisor will schedule the employee for the requested amount of time off within a reasonable time period (defined as within 30 days after the request is received) unless doing so would unduly disrupt operations of the Department. Whenever possible, the compensatory time off will be scheduled to be taken when mutually agreeable with the employee and the supervisor. The Employer will not require an

employee to use compensatory time off. An employee taking compensatory time off or being cashed out will be paid for such time at the employee's regular rate in effect at the time. Earned compensatory time does not expire, and unused compensatory time will be paid to the employee (or to the employee's heir or estate in the event of death) following termination of employment in the bargaining unit.

Section 12. Call-In. A full-time employee required to return to work outside his or her regular schedule shall receive credit for at least two (2) hours at the overtime premium rate. The intent of this Section is to, in part, compensate employees who have off-duty hours interrupted by an unscheduled return to work.

ARTICLE 8
SENIORITY

Section 1. Definitions.

A. County Seniority. The employee's length of continuous service for the County of Calhoun since the employee's most recent date of hire. County seniority shall be used for determining annual leave accrual and pension credits to the extent provided for in the pension plan and the contract.

B. Departmental Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Calhoun County Sheriff's Department since the employee's most recent date of hire.

C. Classification Seniority. The date employee was appointed his present job classification. Classification seniority shall be used for shift preference, pass day preference, layoff and recall and vacation preference.

D. Ties. Any ties in the above seniority dates shall be resolved in favor of the employee with the greatest County seniority from most recent date of hire.

E. Adjustments. Seniority will be adjusted to reflect unpaid leaves or absences in excess of thirty (30) days, except as otherwise required by law.

Section 2. Seniority List. The Employer shall maintain a roster of employees, arranged according to classification seniority, setting forth each employee's name, classification and departmental seniority dates, and length of County service. The seniority list shall be posted December 1 and June 1 of each year, and a copy shall be provided to the Chief Steward and/or Union Counsel. Employees shall be obligated to check the seniority list when it is posted and, if it is incorrect in any way, to file a written protest within thirty (30) days after the list is posted setting forth the basis for the claim that the list is incorrect; such a timely protest shall be processed as a timely filed non-disciplinary grievance. Remedies for any breaches of this Agreement caused or arising from use of an incorrect seniority list shall be prospective only, and shall not include any award of back pay or other retroactive remedies.

Section 3. Super-Seniority. Notwithstanding his position on the seniority list, the chief steward and alternate chief steward of the bargaining unit, for the period for which they hold such office,

shall be the last bargaining unit employees laid off and the first bargaining unit employees to be recalled, provided they are able to perform the required work. The Union agrees that this Section shall not be abused to avert potential layoff.

Section 4. Loss of Seniority. An employee's seniority or his employment relationship with the Employer shall automatically terminate for any one of the following reasons:

A. If the employee quits, retires or receives a pension, including a disability pension from the Employer;

B. If the employee is discharged or terminated and the discharge or termination is not reversed through the procedures set forth in this Agreement;

C. If the employee is demoted out of the bargaining unit, except for demotions in lieu of layoff;

D. If the employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within ten (10) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address;

E. If the employee is absent from work for three (3) consecutive working days without advising the Employer of a reasonable cause for such an absence unless Employer notification was impossible due to circumstances beyond the employee's control. At the conclusion of the three (3) day period, the Employer shall notify the employee by certified mail that his seniority has been terminated;

F. If the employee uses a leave of absence for purposes other than that for which it was granted;

G. If the employee accepts a settlement from the Employer for permanent total disability;

H. If the employee knowingly makes a false and material statement on his application for employment or on any other departmental records or documents;

I. If the employee has not been recalled from layoff for a continuous period of six (6) months or the length of the employee's total continuous service in the Sheriff's Department, whichever is greater, provided the employee informs the Employer in writing every six (6) months that the employee desires to retain his/her seniority and rights under the Agreement (the Chief Steward will be notified in writing at least two (2) weeks before this Section is invoked to have the affected employee comply); or if the employee refuses to accept recall from layoff;

J. If the employee has been on an unpaid leave of absence (other than military leave) for a period of more than one (1) year or for a period equal to the length of the employee's departmental seniority at the commencement of the leave of absence, whichever is less, provided that an employee shall not suffer a loss of seniority as the result of a workers' compensation leave under Article 14, Section 7. For purposes of this Section only, an employee shall be

considered on a paid leave of absence while receiving short term disability (sickness and accident) benefits under this Agreement.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Grievances.

A. A grievance is any dispute, controversy or difference between the Employer and one or more employees covered by this Agreement, arising during the term of this Agreement, on any issue regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement, or any rules or regulations pertaining to hours, wages, working conditions or other conditions of employment. A policy grievance is a grievance (as defined above) concerning Union rights or the rights of multiple employees, initiated by the Union's President (or Vice President if the President is unavailable).

B. The grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated or the rules and regulations, and shall set forth completely the known facts pertaining to the alleged violation. Any grievance not conforming to the provisions of this paragraph shall be denied.

Section 2. Time Limits.

A. Grievances shall be processed as rapidly as possible. The number of working days at each level shall be considered binding. Time limits and the steps may be shortened or extended only by mutual written (or electronic) agreement of the parties.

B. If an employee or the Union fails to initiate a grievance or take the grievance to the next step within the time limits or procedures required in each step, the grievance will be considered settled without precedent on the basis of the Employer's last position in the matter. If the Employer does not respond to a grievance within the time limits or procedures required in each step, the grievance shall automatically proceed and shall be subject to the next step of the grievance procedure, excluding arbitration.

C. The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

D. Working days shall be defined as Monday through Friday, excluding holidays.

Section 3. Non-Disciplinary Grievances. All grievances except those involving discharge, demotion, reduction in rank, suspension or written reprimands shall be processed in the following manner:

STEP 1: An employee with a grievance other than a discharge, demotion, reduction in rank or written reprimand shall discuss it with the employee's immediate supervisor with the object of resolving the matter informally, within five (5) working days of the occurrence which gave rise to the grievance or within five (5) working days of the date the employee first reasonably should have known of the events which gave rise to the grievance. If requested by the employee, a Union Steward (or alternate steward) may be present if available. In the case of a policy

grievance, the Union President (or Vice President if the President is unavailable) shall discuss it with the Sheriff or the Sheriff's designee with the object of resolving the matter informally, within five (5) working days of the occurrence which gave rise to the grievance or within five (5) working days of the date a Union officer first reasonably should have known of the events which gave rise to the grievance. The management representative involved shall provide an oral answer to any such grievance within three (3) working days of the oral discussion.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing, signed by the grievant and presented to the Sheriff or the Sheriff's designee within ten (10) working days of the occurrence which gave rise to the grievance or within ten (10) working days of the date the initiator first reasonably should have known of the events which gave rise to the grievance. The written grievance must state (1) who is affected; (2) what happened; (3) when it happened; (4) where it happened; (5) what section of the Agreement is alleged to have been violated; and (6) what adjustment is requested. Within five (5) working days thereafter, the Sheriff or the Sheriff's designee shall meet with the grievant(s) and the Union Steward to discuss the matter if it is a regular grievance, or meet with the Union Steward and the Union President (or Vice President if the President is unavailable) to discuss the matter if it is a policy grievance. The Sheriff or the Sheriff's designee shall thereafter place his or her written disposition and explanation upon the grievance and return it to the grievant(s) within ten (10) working days after such meeting.

STEP 3: If the grievance is not satisfactorily resolved at Step 2 and the Union wishes to carry it further, the Union may appeal by writing on the grievance form a statement explaining the specific reason(s) for rejecting the Step 2 disposition, and any change in the settlement proposed. The appeal shall be signed by the Union Steward and presented to the Sheriff or the Sheriff's designee and the County's Human Resources Officer within ten (10) working days following the Employer's Step 2 answer. If the Sheriff or the Sheriff's designee or the Union Steward believes further discussion might assist the parties, that person will schedule a meeting of the parties within ten (10) working days after the filing of a proper appeal. Either party may have additional representatives (including counsel) participate in such a meeting. The Sheriff (or his or her designated representative) shall thereafter give the Union a written answer to the appeal within five (5) working days after such meeting, if held.

Section 4. Disciplinary Grievances. All grievances involving discharge, demotion, reduction in rank, suspension or written reprimands shall be processed in the following manner:

STEP 1: A grievance involving discharge, demotion, reduction in rank, suspension or written reprimand may be filed by an employee who believes such action was taken in violation of the Agreement. Such a grievance shall be filed in writing, and must state (1) any factual basis for protesting the discipline; (2) any procedural basis for protesting the discipline; (3) what section of the Agreement is alleged to have been violated; (4) how the section is alleged to have been violated; and (5) what adjustment is requested. The written grievance shall be signed by the aggrieved employee, and presented to the Sheriff or the Sheriff's designee within five (5) working days after the employee is notified of the disciplinary action. Within five (5) working days thereafter, the Sheriff or the Sheriff's designee shall meet with the grievant (and, if requested by the employee, the Union Steward) to discuss the matter. The Sheriff or the Sheriff's designee shall thereafter place his or her written disposition and explanation upon the grievance and return it to the grievant within ten (10) working days after such meeting.

STEP 2: If the grievance is not satisfactorily resolved at Step 1 and the Union wishes to carry it further, the Union may appeal by writing on the grievance form a statement explaining the specific reason(s) for rejecting the Step 1 disposition, and any change in the settlement proposed. The appeal shall be signed by the Union Steward and presented to the Sheriff and the County's Human Resources Officer within ten (10) working days following the Employer's Step 1 answer. If the Sheriff believes further discussion might assist the parties, the Sheriff will schedule a meeting with the Union's Steward within ten (10) working days after receipt of a proper appeal. Either party may have additional representatives (including counsel) participate in such a meeting. The Sheriff (or his or her designee) shall thereafter give the Union a written answer to the appeal within five (5) working days after such meeting.

The Union, upon request, shall be given a copy of all notices, reports, complaints or other documentation which is the basis for disciplinary action up to and including the discharge of such employee by the Employer.

Section 5. Arbitration.

A. Within twenty (20) calendar days after receipt of the Employer's answer under Section 3, Step 3 or Section 4, Step 2, not including the date of receipt of the answer, the Union may file a written demand that the grievance be submitted to arbitration. The demand shall be made by filing the Arbitrator Request Form with the Federal Mediation and Conciliation Service and delivering a copy of the form to the Employer.

B. If a grievance is to be submitted to arbitration, the Union may promptly submit to the Employer a list of five (5) arbitrators acceptable to the Union. The Employer may agree to selection of one (1) of the arbitrators on the Union list, or, within ten (10) working days, provide the Union with a list of five (5) arbitrators acceptable to the Employer. If the parties are unable to mutually agree upon an arbitrator, either from a list or otherwise, the arbitrator shall be selected by each party alternately striking names from a panel of seven (7) arbitrators submitted by FMCS until only one such name remains, and the remaining person shall serve as the arbitrator. Should the parties mutually agree that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested.

C. The impartial arbitrator thus selected shall be contacted directly by the parties and shall be requested to proceed as expeditiously as possible in hearing the case, following which he shall thereafter render his decision, in writing, within thirty (30) days from the close of the hearing.

D. The authority of the arbitrator shall be confined strictly to the grievance procedure which is in process and appealed to arbitration in accordance with the provisions of this Agreement, and prevailing statutes, and he shall have no authority to amend, modify, nullify, ignore, add to, subtract from or change any provisions of this Agreement or prevailing statutes.

E. The decision of the arbitrator shall be final and binding on the Employer and the Union and any and all of the employees involved.

F. Either party may, at its own expense, employ the services of a certified court reporter at the hearing for the purpose of preserving the proceedings.

G. The fees and expenses of the arbitrator shall be paid by the Union if the grievance is denied; it will be paid by the Employer if the grievance is granted. If the arbitrator sustains the grievance in part, the fees and expenses of the arbitration shall be shared equally by the Union and the Employer.

H. The Employer shall, upon request, make employees who are on duty available as witnesses. The Union President or his designated representative may attend all arbitration hearings and shall be paid at his regular rate by the Employer if he is scheduled to work.

ARTICLE 10
DISCIPLINARY ACTION, SUSPENSION AND TERMINATION

Section 1. Just Cause. Except as otherwise provided in this Agreement, all disciplinary action shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees who have been employed by the Employer less than one (1) year.

Section 2. Interviews. An employee may, upon request, be accompanied by a Union representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

Section 3. Statements. No employees shall be required to make any statements concerning the alleged offense prior to consultation with Union representatives; provided that a statement may be required within twenty-four (24) hours of the request for a statement. The employee shall be permitted the presence of a steward before any questioning is done.

Section 4. Representation. The member against whom charges have been made may be represented at any hearing by the Chief Steward or a Union representative or Union attorney.

Section 5. Charges and Specifications. The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the commanding officer invoking the action and copies shall be furnished, if the employee wishes, to the Union and the member against whom the charges are brought.

Section 6. Specific Section. Such charges and specifications shall cite the specific sections or rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 7. Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior disciplinary matter which occurred more than one (1) year (12 months) previously unless directly related to the current charge.

Section 8. Progressive and Corrective Discipline. When disciplinary action, suspension or termination becomes appropriate, the principles of corrective, progressive discipline shall, to the fullest extent possible, be followed. Disciplinary action shall range from Level 1 (least severe) to Level 3 (discharge). Level 1 will be for relatively minor problems where the employee has

had few prior or recent problems. Level 2 will involve a suspension without pay and will be for more serious problems, including multiple or frequent repeat problems. Level 3 will involve discharge and will be for the most serious problems or for continuing problems after the employee fails to respond to Level 2 discipline.

A. Supervisors shall be responsible for detecting unsatisfactory performance or conduct by subordinate personnel, conducting a thorough investigation of same, and submitting a comprehensive written report and recommendation for disciplinary action to the next higher ("reviewing") officer. The reviewing officer shall review the appropriateness of the disciplinary recommendation and the basis therefor, and approve or disapprove the recommendation. If a recommendation for Level 1 discipline is approved or agreed upon by the supervisor and the reviewing officer, they shall meet with the employee involved and impose the disciplinary action. If the supervisor and the reviewing officer disagree as to the appropriateness of the disciplinary action or the basis therefor, or if the recommendation involves Level 2 or Level 3 discipline, the matter shall be referred for determination by a non-unit employee designated by the Sheriff. Neither the reviewing officer nor the designated non-unit employee shall be required to conduct an investigation independent of the supervisor. Delay caused by obtaining review of recommended disciplinary action shall not be a basis for avoiding or reducing disciplinary action.

B. Before imposing Level 2 or 3 discipline, a non-unit employee designated by the Sheriff shall offer an employee an informal hearing during which the employee is informed of the allegations against him and the general nature of the evidence, and is given an opportunity to respond. If Level 2 or 3 discipline is approved by the designated non-unit employee, the designated non-unit employee (and the supervisor, if available) shall meet with the employee involved and impose the disciplinary action.

C. A notation of any disciplinary action, briefly describing the specific incident or infraction, shall be placed in the disciplined employee's personnel record and copies shall be given to the employee and the Union. A notation of Level 2 discipline shall state the duration of the suspension without pay, which shall be based on the nature of the incident and the number and duration of any previous suspensions without pay.

D. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 2 or 3 discipline immediately in appropriate cases or from suspending any employee pending further investigation.

ARTICLE 11
LAYOFF AND RECALL

Section 1. Definition of Layoff. Layoff shall mean a reduction of the work force except that layoffs shall not be used in lieu of Article 12.

When it appears that layoffs may be necessary, the Employer shall notify the Union President immediately to ascertain alternatives to layoffs, if any.

When the Employer determines that a layoff is necessary, the Employer will notify the Union and affected employees as soon as possible but not later than fourteen (14) calendar days prior to the effective date of the layoff.

Section 2. Seniority Applying to Layoff. Seniority for purposes of layoff shall be determined as provided for in Article 8, Section 1 of this Agreement.

Section 3. Order of Layoff. The Employer shall determine the classifications in which the layoff is to occur. Within each classification the least senior employee shall be the first to be laid off.

Section 4. Demotion in Lieu of Layoff. Except as provided above, an employee subject to layoff who so requests shall, in lieu of layoff, be demoted by seniority to a lower position in the Department. Demotion shall be through those classes in which the employee previously held permanent status. In no event shall an employee replace another employee in a lower rank who has greater classification seniority. An employee demoted in lieu of layoff shall be entitled to recall to the employee's original position pursuant to Section 5 during a period of time equal in length to the employee's classification seniority as of the time of demotion; an employee who is otherwise demoted shall have no recall rights to the employee's former position. Demotion shall mean a change in employment to a position class which has a lower maximum salary.

Section 5. Recall. Employees shall be recalled from layoff in order of seniority with the employee having the greatest amount of classification seniority being recalled first. Notification of recall shall be by personal contact, telephone or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Union. It shall be the employee's responsibility to keep notification of current address on file with the Employer. The notice shall set forth the date the recalled employee is expected to return to work.

Section 6. Benefit Continuation. The Employer agrees to continue paying all health insurance and life insurance premiums for a period not to exceed thirty (30) days from the date of last day worked. Employees who are on layoff in excess of the thirty (30) days from date of last day worked, may continue in force their hospital-surgical insurance by paying the full cost of all premiums, subject to any restrictions imposed by the insurance carrier or set forth in any applicable insurance agreements. Payment shall be made through the County Human Resources Officer. Employees may also continue life insurance coverage after thirty (30) days from the date of last day worked by paying the premiums therefor through the County Human Resources Officer if permissible under the regulation of the insurance carrier.

ARTICLE 12
FILLING OF VACANCIES

Section 1. Temporary Assignment. A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade the maximum of which is higher than the employee's current salary grade, provided such temporary assignment is in excess of sixty (60) calendar days and the employee has been specifically designated by the Sheriff as occupying the temporary assignment or as serving in an "acting" capacity. After sixty (60) days in such a temporary assignment, an employee in this bargaining unit shall be paid the

rate of pay he or she would be entitled to, had the employee been promoted. Upon expiration of the temporary assignment, the employee shall resume his original duties and pay.

This provision shall not be used to avoid the higher rate of pay through the use of arbitrary interruptions of the "acting" status of the employee.

Section 2. Purpose of Promotional Procedure. The purpose of this procedure is to establish a promotional system for full time, non-probationary employees in the Calhoun County Sheriff's Department. The Employer shall determine the duties of all positions subject to this procedure and, in its sole discretion, whether a vacancy does or does not exist. This procedure shall not apply to temporary vacancies anticipated that last ninety (90) calendar days or less or to fill vacancies due to an employee being on sick leave of absence including a worker's compensation leave.

Section 3. Advancement Opportunities. Promotion means to advance from a given classification to a higher paid classification.

Section 4. Eligibility. To be eligible for a promotional advancement the following requirements must be met:

A. Promotion to Lieutenant. The employee must be a current bargaining unit member. The employee must also have either six (6) years of law enforcement experience and employed by the Calhoun County Sheriff's Department for at least four (4) years, or employed by the Calhoun County Sheriff's Department for at least six (6) years. If a potential candidate reaches the minimum passing score to be placed on the roster, they must complete probation in their current position before being selected for promotion to the next rank.

B. Promotion to Captain. The employee must be a current bargaining unit member and have been employed in the bargaining unit for a minimum of two (2) years, have eight (8) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan and have been employed by the Calhoun County Sheriff's Department for six (6) years. The Employer is not required to apply Sections 5 through 11, or Section 14, in connection with promotions to Captain.

Section 5. Program Weight. Scores shall be based upon a written examination, performance evaluations and an oral board examination. The weights assigned shall be as follows:

A. Written Examination. Forty (40) points.

B. Performance Evaluation. Forty (40) points.

C. Oral Board. Twenty (20) points.

To qualify for placement on a promotional list, an applicant must achieve a combined score on the written examination, performance evaluation and oral board examination, which equals or exceeds 75 points, or such lower score as the Sheriff may determine from time to time. Employees subject to this procedure may participate in whatever number of promotional

opportunities their eligibility permits and, accordingly, may be on more than one (1) promotional list if they have achieved the requisite minimum scores.

Section 6. Roster. For each classified position, a roster of selection will prevail. Initially, this means that the combined scores will be in descending order with the Employer promoting from among the top three (3) scores. For each successive vacancy thereafter, the Employer will select from a group consisting of the highest three (3) scores including those employees who had not been selected for the immediately preceding vacancy on the promotional list involved. Once an employee has been considered twice for advancement on a particular promotional list and has not been selected, the Employer shall have no further obligation to consider his or her name within the top three on the list involved.

Section 7. Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. Written tests will be designated at a general knowledge level or standards designated where rank and position warrant specialization. The Employer will determine where general or specialized testing is warranted. All written examinations will be designed and drafted by a professional agency. The Employer shall determine the professional agency best qualified for this testing composition.

Section 8. Performance Evaluation. Performance evaluations will be conducted annually by the Sheriff or his designated representative on or near the employee's anniversary date. An applicant's position on a list will be adjusted to reflect changes in his or her performance evaluations. An employee's most recent evaluation, plus any subsequent disciplinary action, will be taken into account when the Employer is making a selection from an active list. The Sheriff may adjust an applicant's position on a list to reflect changes in his/her performance evaluation, provided an employee may discuss such an adjustment with the Sheriff before it becomes final.

Section 9. Oral Board. The oral board shall consist of three (3) members. Two (2) members of the oral board shall be law enforcement officers from outside the Department whose rank is equal to or higher than the position being sought. The remaining position on the oral board shall be filled by the County Human Resources Director. The results of the written examination shall not be made available to the oral board. The Employer shall supply to the oral board an employee's attendance record for the preceding twenty-four (24) months and his disciplinary record for the preceding eighteen (18) months, together with any awards the employee may have earned during the preceding twenty-four (24) months.

Section 10. Posting of Examination Notices. Vacancies or newly created position notices will be posted for a period of seven (7) calendar days and employees wishing to fill such position shall apply in writing to the Sheriff during the said seven (7) day period. It shall be the sole responsibility of an employee who is to be absent for more than seven (7) calendar days to notify the Employer of a forwarding address or telephone number where he can be reached.

Section 11. Document Review. Any employee has the right to examine the result of his own performance evaluation and written examination. The documents are confidential and they cannot be removed from the files. However, the contents of each applicant's promotional documents will be made known only to the Sheriff and his designated representatives, and the applicant and his or her designated representative.

Section 12. Pay Rate on Promotion. Commencing on the first (1st) full pay period following promotion, the promoted employee shall be initially paid at the earliest step in the classification to which he is promoted which will give him a pay increase. He shall thereafter advance in the pay scale in accordance with his length of service in the new classification.

Section 13. Probationary Period. All current bargaining unit employees promoted to Lieutenant or Captain shall be on probation for a period of one (1) year immediately following promotion. During said probationary period, the Employer may demote the employee to his former classification and all secondary transfers or promotions shall be returned to their former classification. During the first ninety (90) calendar days following promotion to the classification, an employee may, on his own volition, request in writing to be relieved of his new classification and be returned to his former classification. If an employee returns to his former classification at his own request, his name shall be removed from all promotion rosters until the next written examination is given and all secondary transfers and promotions shall be returned to their former classifications. Newly promoted employees shall be evaluated in writing at least twice while on probation. Said employee and the chief steward shall receive a copy of the evaluation.

Section 14. Examination Period. Promotional examinations will be given whenever a vacancy exists unless there is a current promotional roster in effect. Employees who are within six (6) months of satisfying the eligibility requirements for promotion on the date of a promotional examination will be permitted to take the promotional examination. A promotional roster will be valid for not more than twenty-four (24) months.

Section 15. Outside Appointment. In the event, subject to Section 4 above, eligible employees who take the examination for a promotion do not qualify, the Employer reserves the right to decrease the eligibility by two (2) years. In the event those persons with a minimum of four (4) years experience are unable to be qualified, by virtue of the examination process, the Employer and the Union agree that if those events occur, then the Employer may go outside the bargaining unit to fill the vacancy.

Section 16. Support Services Manager Selection. The selection of the Support Services Manager shall be at the sole discretion of the Sheriff without recourse to the grievance procedure.

ARTICLE 13
WAGES

Section 1. Pay Schedule. The pay schedule for bargaining unit employees shall be as set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2. Levels of Pay Increments. The parties agree that all wage level increments shall be automatic during the life of this agreement as follows:

A. Step 1 shall be the starting rate of pay in the classification.

B. Step 2 shall be the rate of pay after one (1) year of service in the classification.

C. Step 3 shall be the rate of pay after two (2) years of service in the classification

Section 3. Direct Deposit. All current employees and new hires will be required to be paid by direct deposit. Each employee may annually designate up to five accounts into which direct deposits will be made each payroll period.

Section 4. Shift Pay. Employees regularly assigned to the afternoon or midnight shift shall receive a shift differential of fifty cents ($0.50) for work on such shifts.

ARTICLE 14
LEAVES OF ABSENCE

Section 1. Leaves of Absence. Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits (including, but not limited to, Paid Time Off (PTO), holidays, longevity bonus, insurance coverage, etc.) shall not accumulate or accrue during any leave of absence, except as expressly provided in this Agreement or as required by applicable law. Seniority shall not accrue during any leave of absence in excess of thirty (30) calendar days except as expressly provided in this Agreement. All accrued benefits shall be frozen at the beginning of a leave of absence and shall be available upon return, except that all earned Paid Time Off for which the employee is eligible must be utilized prior to being placed on an unpaid leave of absence. Leaves of absence shall be granted only for the reasons specified herein, and seeking or engaging in any form of employment while on leave of absence without the prior written approval of the Employer, or falsification of the reason for a leave of absence or use of a leave for other than the specified purpose, shall constitute just cause for disciplinary action up to and including discharge.

Section 2. Paid Time Off.

A. During the term of this Agreement, all full-time employees included within the bargaining unit shall accrue Paid Time Off benefits in accordance with the following schedule for each full payroll period for which they have at least 80 hours of credited service (including hours actually worked and approved PTO, paid leaves under Section 5(B) (Military), Section 7 (Union), or Section 10 (Bereavement).

Seniority Required	Paid Time Off	Accumulation Limit	Pay-Out Limit
Less than 5 years	8.89	344	240
5 years but less than 10	10.44	344	240
10 years or more	12.28	344	240

Employees entering the bargaining unit from the non-supervisory unit will be credited with their Paid Time Off balance from the other bargaining unit.

Paid Time Off will be paid at the applicable regular hourly rate of pay, exclusive of all premiums, which the employee is earning at the time of commencing the Paid Time Off.

B. Any request to use PTO must normally be made to the employee's immediate supervisor as early as possible, subject to a maximum of six months in advance except in

extraordinary circumstances. Requests for non-emergency use of PTO may be denied if the absence of the employee would unreasonably interfere with the efficient operations of the Employer or the Employer's obligations to the public. Illness, injury and emergency use of PTO (without advance notice and approval) is made conditional upon the employee furnishing written documentation satisfactory to the Employer upon request. Use of PTO shall not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work. Nor will use of PTO which is not authorized in advance insulate an employee from disciplinary action.

C. Paid Time Off scheduling shall be determined on a first come - first served basis, except that requests for Paid Time Off in blocks of seven to sixteen consecutive calendar days shall take precedence over requests for Paid Time Off for a shorter period or longer period. Conflicts in Paid Time Off requests shall be resolved by giving preference to the employee with the greatest classification seniority, provided the Paid Time Off requests are submitted on the same work day. Consideration of employee preference in scheduling Paid Time Off shall be given when possible and practical, but Paid Time off scheduling shall be at the discretion of the Employer with primary consideration given to the requirements of the department. Paid Time Off may be taken one day at a time upon prior approval of the Employer and approval shall not be arbitrarily denied. The Employer will not cancel previously approved PTO except in emergency circumstances. An employee who has exhausted earned PTO benefits shall not be permitted to take PTO, even if previously approved, but may request a leave of absence. Employees may not use PTO benefits while on layoff or disciplinary suspension. Except when approved by the Employer due to extraordinary circumstances, PTO may not be requested more than six months in advance.

D. An employee's accumulation of unused PTO credits may not at any time exceed the accumulation limits set forth above. Any excess accumulation shall be forfeited. An employee may cash out up to 80 hours of accrued but unused PTO during either June or December each year, by notifying the County's Human Resources Department in writing (or by e-mail) no later than the end of pay period 12 for a June payout and pay period 24 for a December payout. Such pay shall occur in the pay period following the employee's request and shall be at the employee's straight time regular rate of pay, exclusive of all premiums except shift premium, at that time.

E. There shall be no payment for unused PTO benefits upon an employee's termination during the probationary period, or voluntary termination within two (2) weeks written notice to the Sheriff. In other terminations, employees will be paid for earned but unused PTO benefits on the pay period following the date of termination, subject to the maximum pay-out limitations described in this Section.

F. Employees may choose to use either eight (8) or twelve (12) hours of PTO for the first PTO day that occurs in a work period. Employees shall use twelve (12) hours of PTO for each day thereafter in a work period.

Section 3. Illness, Injury and/or Pregnancy Leave.

A. A leave of absence without pay for disability due to injury, illness, and/or pregnancy will be granted to employees with seniority upon proper application, subject to the

Employer's right to require satisfactory medical proof of disability. Such a leave shall be granted only after the employee has exhausted any Paid Time Off benefits which may be available under this Agreement. An employee may be on such leave for a period of not more than one (1) year. The Employer may require at any time, as a condition of continuing a leave under this Section, satisfactory proof of continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination and, if appropriate, require the employee to take a leave of absence under this Section. 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 to work, and in all such cases, the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer in writing 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 within thirty (30) calendar days after the employee is first aware of the condition, or the employee shall be deemed to have waived any right to reinstatement or reemployment at the conclusion of such leave. All employees returning to work from a leave of absence must present satisfactory medical proof that the employee is physically and/or mentally able to perform the employee's job. In cases of leaves lasting more than ninety (90) calendar days, the Employer will have two (2) weeks within which to reinstate and place the employee in accordance with the seniority provisions of this Agreement, unless otherwise provided by law. In all instances in which a medical examination may be required, the Employer may require such examination to be performed by the physician designated by the county as the County Physician, and shall have access to the relevant medical records or reports, but the Employer shall bear the entire cost of such examinations as it requires.

In the event of a disagreement between the employee's treating physician and the County Physician concerning an employee's physical and/or mental condition, the two physicians shall mutually agree upon a third physician whose opinion shall be controlling and not subject to review under the grievance and arbitration procedures.

B. The Employer shall continue to pay its share of required premiums to continue health, dental and life insurance in effect while an employee is on Paid Time Off or is receiving sickness and accident insurance benefits from the Employer's carrier. During such periods, the employee shall also continue to accumulate seniority.

Section 4. Personal Leave. Upon written request, an employee may be granted a personal leave of absence by the Employer, without pay or benefits, not to exceed one (1) year in duration.

Section 5. Military Leave.

A. Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement to employment as required by applicable provisions of Act 263, Public Acts of 1951, and any other applicable statutes then effective.

B. Any permanent employee who is a reservist or a member of the National Guard who is compelled to attend an "annual active duty for training" and who elects not to use Paid Time Off shall be compensated by the Employer for the difference between his regular pay and his military pay, for the time which would have been regularly worked up to a maximum of ten

(10) work days each calendar year. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the tour of duty during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the County Treasurer and the County shall make the employee whole.

C. All members of the bargaining unit who are members of the Reserve or National Guard may have their pass-leave days arranged to allow them to attend monthly or weekend meetings. The Sheriff reserves the right to call a special conference if a conflict of scheduling occurs.

Section 6. Workers' Compensation Leave. An employee shall be granted a workers' compensation leave in the event of becoming entitled to receive workers' compensation benefits due to being disabled through job-related illness or injury. In such cases, the Employer shall provide the employee with a salary supplement (not chargeable against Paid Time Off) equal to the difference between workers' compensation benefits and the employee's regular weekly salary, determined in such a manner that the workers' compensation benefits and supplement, when combined, do not exceed the employee's regular "take-home" pay. The Employer's obligation to pay such supplement shall not exceed fifty-two (52) weeks after the payment commenced or commences, except that the Employer's obligation shall continue for up to one hundred fifty-six (156) weeks in the event of disability due to gunshot, assault, vehicle accident or other acts of violence directed against the employee while in the line of duty. Employees shall continue to accrue seniority and the Employer shall continue to pay premiums for insurance under Article 16 while such supplement is being paid.

Employees may use Paid Time Off or compensatory time in order to be compensated during the waiting period for approval of workers compensation benefits. If workers compensation benefits are approved, the Paid Time Off or compensatory time used shall be replaced back into the employee's bank, except for any statutory elimination period. If workers compensation benefits are denied, used time shall not be replaced.

Employees who have exhausted all of their Paid Time Off may receive and use donations of Paid Time Off from other employees, subject to the terms and conditions of applicable County policy.

Section 7. Union Leave. Providing adequate notice is given to the Department, the Union may designate an individual or individuals who may collectively take up to a maximum of two (2) days per year leave without loss of pay to attend Union functions.

Section 8. Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this Agreement unless the employee gives a written notice to the Employer of a desire to return to work prior to the expiration of the leave, except as otherwise provided by law. If such notice is given, the employee will be assigned to work as soon as possible, but no later than two (2) weeks following the receipt of such notice (seniority permitting in the event of a layoff).

Section 9. Family/Medical Leave. A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the

employee must substitute all available accrued Paid Time Off for leave which would otherwise be unpaid under the Act. The employee shall provide the Employer with timely notice and with such health care provider certifications as an Employer may require under the Act. An employee who fails to provide such notice and certification at the earliest practicable time shall be deemed to have waived any and all rights under this section and under the Act. An employee granted leave under this Section shall maintain contact with the Employer weekly in writing, or as otherwise agreed, to keep the Employer informed of the employee's status and intention to return to work. An authorized leave under this Section shall automatically terminate at the end of any work week during which the employee fails to maintain required contact. Return to work shall be governed by the provisions of this Article. An employee who fails to return to work at the conclusion of a leave shall reimburse the Employer for group insurance premiums and costs paid by the Employer under Article 16 for the period of such leave, as permitted under the Act.

Section 10. Bereavement Leave.

A. In the case of death in an employee's immediate family, a regular, full-time employee shall be granted a leave of absence for any scheduled workday as follows:

1. Upon the death of a spouse, child, mother or father, an employee shall receive up to forty (40) hours off immediately following the time of death, with pay, not to be deducted from accumulated Paid Time Off.

2. Upon death of an employee's sister, brother, father-in-law, mother-in-law, step-father, step-mother, grandparent, spouse's grandparent, grandchildren or a relative residing in the employee's household, he/she shall be granted a leave of absence to attend the funeral, with pay, for any scheduled work days falling within the period between the time of death and the day of the funeral, not to exceed twenty four (24) hours, and not to be deducted from accumulated Paid Time Off.

3. Upon the death of an employee's brother-in-law, or sister-in-law, he/she shall be granted leave of absence to attend the funeral, with pay, for any scheduled workdays falling within the period between the time of death and the day of the funeral, not to exceed sixteen (16) hours and not be deducted from accumulated Paid Time Off.

B. The employee shall be required to submit proof of death if requested by the Sheriff.

ARTICLE 15
CLOTHING, CLOTHING ALLOWANCE AND CLEANING

Section 1. General. The Employer agrees to provide uniforms for employees in the bargaining unit in accordance with Appendix B and to maintain such clothing and equipment. The employee shall adhere to such standards of appearance as shall be set forth by the Sheriff.

Section 2. Clothing Issue. Upon termination of employment, it is the responsibility of the employee to return such clothing and equipment to the Employer. If not returned, the cost of the unreturned clothing or equipment will be deducted from the employee's final paycheck and/or other termination remuneration.

Section 3. Cleaning. The Employer shall provide for suitable cleaning of in-line-of-duty uniforms or other authorized clothing worn in the line of duty at County expense.

Section 4. Clothing Allowance. The Employer shall provide up to the following amounts of money for the purchase of clothing for employees who are assigned to work in plain clothes as follows:

Within 30 days after assignment:	$750.00
Annually thereafter during the assignment:	$800.00

ARTICLE 16
INSURANCE

Section 1. Group Insurance. During the term of this Agreement, the Employer will make the following group insurance coverage available for eligible employees, subject to provisions of applicable laws; subject to such restrictions, definitions, rules, procedures and other limitations as may be applied by the Employer or its insurance carriers; and subject to other provisions of this Agreement, including but not limited to those requiring participating employees to pay any part of applicable premiums.

A. Full time and regular part - time employees shall be eligible to participate in one of at least two group health benefit plans sponsored by the County. At least one of the plans shall provide at least an 80%/20% benefit level, or its equivalent, for covered medical and hospitalization benefits, together with prescription coverage with co-pays no higher than $15 (generic)/$40 (brand name)/$60 (non-formulary) (mail order co-pays may vary); provided if the County has lower co-pays in any prescription plan available to any County-wide bargaining unit or the County non-union group, that prescription plan shall also be available to the employees covered by this Agreement on the same basis.

Eligible employees will be automatically enrolled in the County's baseline (standard) plan, as adopted by the County on an annual basis. The baseline plan shall provide at least an 80%/20% benefit level. In order to participate in any County plan other than the baseline (standard) plan, employees must sign up for such coverage (using forms secured from and filed with the County's Human Resource Department) at the time of hiring or during an open enrollment period. Coverage shall become effective the first (1st) of the month following completion of thirty (30) days continuous employment with the Employer.

The Employer will pay an amount equal to eighty percent (80%) of the illustrated rate to provide Single, Two-person or Family insurance for participating employees under this subsection, provided the employee pays any remaining portion of the illustrated rate.

An employee will be required to pay the full incremental buy up cost for any better plan the employee elects to enroll in. An employee who elects to enroll in a plan which is less expensive than the baseline (standard) plan will be required to pay only that portion of the illustrated rate that exceeds the Employer's contribution toward the baseline (standard) plan.

The employee share of rates will be paid through automatic payroll deduction unless earnings are inadequate, in which case the employee must make arrangements for timely payment to the Employer.

Part-time employees may elect insurance provided the employee pays all premiums and costs through payroll deduction. Part-time employees are not eligible for any opt-out payments provided under this Agreement.

B. Full time employees shall, upon proper written application, be eligible to participate in a dental benefit plan for employees, with benefits determined by the Employer, provided benefits are no less than the following, and provided they are, and continue to be, obtainable:

100% Co payment of diagnosis, preventative, emergency palliative treatment and space maintainers for children.

50% Co payment for radiographs, restorations, oral surgery, root canals, periodontic services, dentures and bridges.

$800.00 maximum benefit per family member per year.

The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

C. Full time employees shall, upon proper written application, be eligible to participate in the optical benefit plan sponsored by the County. The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection.

This coverage shall become effective on the first (1st) of the month following completion of thirty (30) calendar days of continuous employment with the Employer.

D. Full time employees shall, upon proper written application, be eligible to participate in a life insurance plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

Life insurance coverage in an amount equal to the employee's annualized base wages as of November 1 of the preceding year, rounded downward to the nearest thousand, but in no case more than $50,000.00.

Double indemnity for accidental death.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

E. Full-time employees shall, upon proper written application, be eligible to participate in a sickness and accident plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

> Two-thirds (2/3) of the employee's basic weekly earnings, less any benefit payable from primary Social Security or any state or federal government disability or retirement plan, or any other group disability income plan, or any wages, or other paid time benefits paid by the Employer. Benefits terminate at age 70. Benefits begin with the first day of disability due to injury or hospitalization for non-elective procedures (provided the employee is disabled for at least three consecutive work days), or the eighth consecutive day of disability due to illness or elective medical procedures. In order to qualify for benefits, the employee must submit a completed disability benefit claim form and establish to the satisfaction of the insurance carrier (or third party administrator if the plan is not insured) that, after taking into account all reasonable accommodations that could be made, the employee is disabled from performing the essential functions of the employee's regular job and any other job offered by the Employer which the employee is otherwise qualified to perform. The Employer shall provide any written job descriptions necessary to determine the issue of disability. Benefits under this subsection are limited to a maximum of 26 weeks during any 12-month period, except that benefits relating to disabilities involving elective medical procedures are limited to a maximum of twenty-six (26) weeks in any two year period. Benefits for disabilities caused by mental or emotional health problems may be conditioned upon the employee utilizing the Employee Assistance Program, in addition to other active treatment. The plan shall provide for a dispute resolution procedure.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

F. All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the Employer's insurance carriers (or the County if self-insured). The Employer reserves the right to implement cost containment programs, provided they do not substantially diminish specified benefit levels. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverages as specified. If the employee and the employee's spouse are both eligible to participate as employees in group health plans funded directly or indirectly by or through Calhoun County, the employee and the employee's spouse shall elect coverage under only one such plan; coverage of the employee, the employee's spouse and/or the employee's dependents under two or more health care plans funded by or through the County shall not be permitted unless it is to the financial benefit of the County to permit such. If the employee and the employee's spouse fail to make an effective election within two (2) weeks after being requested to do so, the Employer shall have the right to determine the health plan in which the employee(s) and/or their dependents shall be eligible to participate. The Employer shall have no obligation whatsoever to pay or provide any benefits or claims, which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverages or benefits by insurers or administrators other than the County, shall not be subject to the Grievance Procedure. Only disputes relating to unjustifiable non-tender of premiums, or

refusal of the County to pay benefits under self-insured plans for which it is the administrator, are subject to the Grievance Procedure.

G. Subject to restrictions imposed by the carriers (or the County if self-insured), the Employer shall pay the premiums to continue insurance coverage in effect through the end of the insurance billing cycle during which an employee retires or resigns with at least thirty (30) days written notice, or commences a layoff or leave of absence, except as provided otherwise in Section 14.1. If an employee returns from a layoff or leave of absence before the end of the billing cycle immediately following the cycle during which the layoff or leave of absence commenced, or otherwise becomes entitled to coverage at Employer's expense, the Employer shall immediately resume payment of required premiums; otherwise, the employee must make arrangements for and bear the cost of continuation of any desired insurance coverages. Employees who are discharged or who quit, resign or retire without proper notice shall immediately forfeit any right to continued insurance coverage, except that such employees shall be entitled to continue insurance coverage at their own cost to the extent required and under the circumstances specified by law.

Section 2. Payment in Lieu of Health Insurance. All full-time employees who elect at their own discretion not to participate in the hospital and surgical insurance program as set forth in Section 1 shall be eligible to receive a cash alternative in lieu of insurance coverage, in the amount of Fifty and 00/100 Dollars ($50.00), each pay period (or such higher amounts as may be approved by the County for any County wide bargaining unit or the County non-union group), if the employee is not covered by the insurance of a relative whose premiums are paid by County or Court funds. Before any employee chooses to opt-out of the County insurance, the employee must provide proof of a reasonable level of health care coverage from another source.

ARTICLE 17
RETIREMENT

Section 1. MERS Defined Benefit Retirement Plan. The Employer will continue to sponsor a MERS Retirement Plan. Except as provided in the Letter of Understanding agreed to in connection with settlement of the 2003-2006 Agreement, the Employer's contributions on behalf of eligible employees shall be 8% of each employees gross wages (as defined under the Plan) for 2016, and eligible employees shall pay the following amounts in addition to the required member contribution rate for the MERS Plan (currently a B-4, 2.5% multiplier, with F-50, 25 year rider, and FAC-3):

2016: .50%

For 2017 and 2018 the parties agree to a pension re-opener in coordination with the Sheriff's Department Non-Supervisory group and the Supervisory unit to determine the terms of the retirement program.

The Employer's contributions shall be used solely for funding credited service render on or after the effective date of the bargaining unit's membership in MERS, and shall not be used to fund any prior service credits. Employees entering the bargaining unit after January 1, 2004, who are not already participants in the MERS program applicable to the Sheriff's Department Non-Supervisory group are not eligible for any past service credits, except for individual purchases

paid for personally by the employee in accordance with MERS standards. Employees retiring or otherwise leaving active employment with the Employer prior to the implementation date shall be entitled only to retirement benefits available at that time.

Section 2. No Other Obligations. The obligations contained in this Article are in substitution for and shall be deemed to constitute complete satisfaction and settlement of any obligations or liabilities which the Employer has or may have had at any time under any prior retirement program.

ARTICLE 18
MISCELLANEOUS

Section 1. Records. Vacation leave, paid personal time and other benefits are computed and credited on the basis of official County records on file in the Calhoun County Human Resources Officer's office. These records are those furnished to the County Human Resources Officer on a monthly basis by the Sheriff's Department.

Section 2. Payment at Death of Employee. Wages, vacation time and any other benefits due to a deceased employee, shall be paid in accordance with a primary and secondary beneficiary designation filed by the employee with the Calhoun County Human Resources Officer. In the absence of a valid beneficiary designation, payment shall be made pursuant to statute.

Section 3. Severability. During the life of this Agreement, if any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party herein, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for said provision.

Section 4. Time of Remuneration. The Employer agrees that remuneration for regular salary, including any used absence with pay benefits, shall be paid on a bi-weekly basis in a common payment.

Remuneration for unused paid vacation, paid personal time and other payable benefits shall be paid by separate check at the time specified in the collective bargaining agreement.

Section 5. Meals. Meals may be eaten free at the County Jail by those employees whose assignments are such that they cannot leave the building during their shift.

Section 6. Gender. Wherever the male pronoun is used within this Agreement, it denotes both male and female gender.

Section 7. Substance Abuse Testing Program. The Employer may implement a mandatory substance abuse testing program (covering drugs and alcohol). The right to conduct testing under the program is independent of any authority granted by the federal Government, but the testing methodology shall be consistent with federal Department of Health and Human Service guidelines and certifications. The program may include (1) Applicant testing; (2) Random,

unannounced testing; (3) Reasonable suspicion testing; (4) Accident or unsafe practice testing; (5) Voluntary testing, and (6) Testing as part of or as a follow-up to counseling, rehabilitation or last-chance agreements. A properly confirmed positive test establishing substance abuse, a refusal to submit to substance abuse testing or to provide a sample without good medical cause, or an established attempt to adulterate a sample or falsify results, constitutes just cause for termination. However, if a positive test result occurs in random or voluntary tests of an employee with seniority and there is no other evidence of violation of Departmental policies, procedures or regulations, a last chance agreement shall be offered to the employee. Such an agreement will include removal from active duty until the employee is medically certified as fit to return to work, participation in and successful completion of a rehabilitation program approved by the Employer, periodic unannounced follow-up testing, authorization for disclosure of relevant medical information to the Employer, and an agreement to termination of employment if the employee violates any provision of the agreement within three years. Such an agreement may, in the sole discretion of the Employer, be offered to other employees who are not entitled to an agreement under this section.

Section 8. Appointment of Emergency Manager. The parties acknowledge the existence of the Local Financial Stability and Choice Act, PA436 of 2012, as amended ("the Act"), to the extent it remains in effect during the term of the Agreement. Such acknowledgement 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 manager; (2) PA 436 of 2012, as amended; or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This section shall immediately become null and void if the Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals, or federal court.

ARTICLE 19
DURATION

This Agreement shall become effective as of January 1, 2016, and the terms and provisions hereof shall remain in full force and effect until 11:59 p.m., December 31, 2018, and from year to year thereafter unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the expiration date, giving written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.

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

FOR THE EMPLOYER:

Chairman, Board of Commissioners

Sheriff, Calhoun County

Administrator/Controller

3/25/16
Date

FOR THE UNION:

4/5/16

4/5/16
Date

APPENDIX A - WAGE SCHEDULE

Effective the beginning of pay period #14 of 2016, the hourly wages shall increase by 2% over the 2015 rates, as follows:

Sergeant	$27.95
Lieutenant	$30.17
Support Services Manager	$30.17
Captain	$32.59

Effective January 1, 2017, the hourly wages shall increase by 1.5% over the 2016 rates, as follows:

Sergeant	$28.37
Lieutenant	$30.62
Support Services Manager	$30.62
Captain	$33.08

Effective January 1, 2018, the hourly wages shall increase by 2% over the 2017 rates as follows:

Sergeant	$28.94
Lieutenant	$31.23
Support Services Manager	$31.23
Captain	$33.74

APPENDIX B
CLOTHING ISSUE

Jail Division

1 name plate
2 pair of footwear
4 pair of pants
4 short sleeve shirts
3 long sleeve shirts
1 shirt badge (same as Road Patrol) for duty use
2 neck ties
1 tie fastener

Road Patrol Division

3 pair of pants
3 long sleeve shirts
3 short sleeve shirts
2 hats (1 summer; 1 winter)
1 shirt badge, metal
1 coat badge, metal
1 hat badge, metal
3 neck ties (for winter use and special function only)
1 Winter jacket with removable liner
1 pair rubber boots
1 duty weapon as approved by the Sheriff
1 pair handcuffs
1 set of leather which will include a Garrison belt, handcuff case, holster, shell case, mace and case (employees, at their own expense may buy an acceptable set of leather gear)
2 pair of footwear
1 uniform tie fastener
1 traffic whistle and chain
1 uniform rain coat and hat cover
1 name plate
1 Kel-light five cell flashlight, Be-lite or True Grit
1 brown quilted vest
1 set of fatigues to meet Michigan Sheriff's Association and Deputy Sheriff's Associations standards

CALHOUN COUNTY BOARD OF COMMISSIONERS,
THE SHERIFF OF CALHOUN COUNTY
AND THE
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

LETTER OF UNDERSTANDING 01-2016

CONTRACT RATIFICATION BONUS

The parties have agreed to that upon member ratification of the 2016-2018 COAM collective bargaining agreement, and subsequent approval by the Board of Commissioners, a $500 ratification bonus shall be paid. The bonus shall be given to each employee in the bargaining unit at the time of ratification only and shall be paid as soon as administratively feasible after board approval has been granted.

FOR THE EMPLOYER:

Chairman, Board of Commissioners

Sheriff, Calhoun County

Administrator/Controller

3/25/16
Date

FOR THE UNION:

4/5/16

4/5/16
Date