AGREEMENT

between

CALHOUN COUNTY BOARD OF COMMISSIONERS
AND THE SHERIFF OF CALHOUN COUNTY

and

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN,
CALHOUN COUNTY DEPUTY SHERIFF'S ASSOCIATION
(POAM-CCDSA)

Effective January 1, 2014 through December 31, 2016

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AGREEMENT

THIS AGREEMENT, executed this _____ day of December, 2013, by and between the CALHOUN COUNTY BOARD OF COMMISSIONERS AND THE SHERIFF OF CALHOUN COUNTY, hereinafter referred to as the "Employer", and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, CALHOUN COUNTY DEPUTY SHERIFF'S ASSOCIATION (POAM-CCDSA), hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

Section 1. Collective Bargaining Unit. Pursuant to the provision 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 regular scheduled full-time and part-time personnel employed by the Calhoun County Sheriff Department, classified as Deputy Sheriff, Detective, Bookkeeper, Transcriptionist, Correctional Officer, Clerk, Cook, Control Room Officer BUT EXCLUDING: Supervisory and 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 to this Agreement.

ARTICLE 2 – DEFINITIONS

Section 1. Employee or Employees. As used in this Agreement, "employee" or "employees" shall mean all regularly scheduled, full-time and part-time employees within the bargaining unit represented by the Union.

Section 2.

A. Regular Full Time Employee. A regular full time employee is an employee who is regularly scheduled to work a minimum of 80 hours per pay period.

B. Regular Part-Time Employee. A regular part-time employee is an employee who is regularly scheduled to work between forty (40) hours and sixty (60) hours per pay period.

Section 3. Regular Rate of Pay. Regular rate of pay shall be defined as base pay.

ARTICLE 3 – 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
POLICE OFFICERS ASSOCIATION OF MICHIGAN

I hereby request and authorize you to deduct from wages hereinafter earned by me while employed in the Calhoun County Deputy Sheriff's Association 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 or other Union Official as designated by the President 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 POAM 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' 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 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 4 – UNION REPRESENTATION AND RIGHTS

Section 1. Collective Bargaining Committee. The bargaining committee shall be elected by the Union and may include not more than four (4) non-probationary employees within the bargaining unit, one of whom shall be the Chief Steward, and not more than two (2) non-employee representatives. 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. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight-time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

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. Stewards.

A. The Employer agrees to recognize four (4) stewards and four (4) alternate stewards, each of whom shall have one (1) year seniority, to act as grievance representatives under this Agreement. One of the stewards shall be the Chief Steward who will be assigned to the first shift. No shift will be permitted to have more than one (1) steward to represent employees on that shift. Alternate stewards may exercise the functions of a steward under this Agreement only if the steward on their shift is absent. In the absence of the Chief Steward, the day shift alternate steward shall be the Union's representative. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

B. The Union agrees that stewards and their alternates will continue to perform their regularly assigned duties and that their responsibilities as a steward will not be used to avoid those duties. Stewards and their alternates shall act in a manner which will not disrupt nor interfere with the normal functions of the Department. If it is necessary for a steward or his/her alternate to temporarily leave his/her assignment to process a grievance, he/she shall first request permission of his/her immediate supervisor. In the event it is necessary for a steward to remain on his/her job after a request to handle a grievance is made, the steward shall be relieved to perform his/her representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

C. All stewards (and their alternates) are required to record all time spent performing their functions under this Agreement on a form designated by the Employer and shall report to their immediate supervisor upon return to their regularly assigned duties.

D. The Employer agrees to compensate stewards or their alternates at their straight time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If a steward or his/her alternate abuses the privileges extended herein, and, if the abuse is not corrected, he/she will be subject to disciplinary action by the Employer, and the Employer may revoke this benefit with respect to the offending steward or alternate.

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 members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by accredited representatives of the Union. The union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

It is expressly understood that this special conference provisions is not to be used as a grievance procedure or substitute for or subject to the grievance procedure; nor shall participation in special conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

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/her 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/her employment and while acting within the scope of his/her authority, the Employer or its designated insurance carrier will indemnify the employee, and pay, settle, or compromise the judgment. The Employer or its designated insurance carrier will make the selection of the attorney or attorneys.

ARTICLE 5 – 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 6 – RESPONSIBILITIES

Section 1. 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 an employee of the Employer.

No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or at any other location where employees covered by this Agreement are expected to perform their lawful duties as an employee of the Employer.

Section 2. 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 is disavows these acts.

Section 3. 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 1.

Section 4. No Lockout. The Employer agrees that during the life of this Agreement, there will be no lockout.

ARTICLE 7 – NEW EMPLOYEES AND NEW CLASSIFICATIONS

Section 1. New Employee Probationary Status. All new full-time employees covered by this Agreement shall be considered probationary employees for a period of one (1) calendar year, after which their seniority shall relate back to their most recent date of hire within the Calhoun County Sheriff's Department.

New part-time employees covered by this agreement shall be considered probationary employees for a period of twelve (12) months, after which their seniority shall relate back to their most recent date of hire within the Calhoun County Sheriff's Department. An employee who completes the probationary period as a part-time employee shall not be required to serve another probationary period upon becoming a full-time employee.

Absence from work in excess of ten (10) working days shall extend an employee's probationary period accordingly. Until an employee has completed the probationary period, the employee may be disciplined, laid off, recalled 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 the special conference provisions of this Agreement. 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 8 – 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. Any full-time employee or group of full-time employees may be scheduled for eight (8) hour days (5 on and 2 off; or 6 on, 2 off, 4 on, 2 off, (or vice versa)) ten (10) hour days (4 on and 3 off), or twelve (12) hour days (2 on, 2 off; 3 on, 2 off; 2 on, 3 off), or any other pattern of hours and days mutually agreed upon by the Employer and the Union.

Part-time employees shall be scheduled a minimum of four (4) hours per scheduled work day and shall be scheduled in full hour increments. These requirements shall not apply to "unscheduled" work or overtime.

Section 3. Changes in Schedule. Whenever possible, an employee shall be notified at least five (5) calendar days prior to any change in his/her regular day off sequence, shift or division assignment. The Union Steward shall also be provided a copy of any written notice given to an employee. An employee's schedule shall not be changed for the purpose of avoiding payment of overtime to that employee.

Section 4. Duty, Shift and Pass Day Preferences.

A. Definitions. "Needs of the service" shall be defined as a desirable action taken for the safe, efficient and effective operation of the Department (e.g., to comply with statutory/regulatory obligations, to satisfy training needs, to achieve balance of experience to avoid regularly scheduling spouses to the same division, shift and duty, or for any other reason that is not arbitrary and capricious). "Duty/shift/pass day slot" means a predetermined combination of duty (e.g., rover, pod officer, intake, etc.), shift, and pass days established by the Sheriff (e.g., first shift intake with Monday and Tuesday pass days, etc.), which are not filled by assignment.

B. Seniority Bidding. All full-time employees shall be regularly scheduled so as to avoid split shifts. Subject to the Sheriff's right to assign personnel to divisions (e.g., law enforcement, corrections, etc.), units (e.g., transport, Act 416 patrol, etc.) and positions (e.g., classification, medical, immigration pod, school liaison, etc.), non-probationary full-time employees may bid for duty/shift preference/pass day slots (with pass days for each slot established by the Employer) based upon his/her classification seniority. Such bidding is limited to those duty/shift/pass day slots available at the time of bidding. The bid of an employee on a leave of absence at the time of bidding may be disregarded if the leave is expected to last beyond the effective date of the bid. An employee whose bid will be disregarded will be notified not later than the start of the bid process, with a copy of the notice provided to the Union.

C. Bidding Schedule. Bidding for duty/shift preference/pass day slots shall be opened for 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 from granting bid preferences.

D. Reassignments. The Sheriff retains sole discretion to assign or reassign employees as determined necessary or appropriate for the needs of the service. An employee assigned, reassigned or transferred between bid periods shall not be allowed to select a duty/shift preference/pass day slot on a seniority basis until the next bidding period.

E. Vacant Duty/shift/Pass Day Slots. If the Sheriff determines to fill a vacant duty/shift/pass day slot with an employee from another shift, the slot will be filled with a volunteer from that shift or will be filled with the least senior qualified employee from that shift. Otherwise, the slot will be covered by relief officers.

F. Invoking Needs of Service. When the "needs of the service" provision is invoked for the purpose of departing from the application of seniority in granting duty/shift/pass day preferences, the reasons shall be reduced to writing and copies given to the affected person and the Union if so requested.

G. Abuses. If the Union feels that this Section is being abused, it may file a grievance with the Sheriff in accordance with Article 10.

Section 5. Work Breaks. Employees assigned as Deputy Sheriff, Control Room Operators or as Corrections Deputy who are assigned to normally work twelve (12) hour shifts

shall be allowed three (3) fifteen minute breaks and a lunch period not to exceed thirty (30 minutes per full day. Employees assigned as Deputy Sheriff, Control Room Operators, or as Corrections Deputy who are assigned to normally work eight (8) hour shifts shall be allowed two (2) fifteen (15) minute breaks and a lunch period (schedule permitting) not to exceed thirty (30) minutes per full day. 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. For twelve (12) hour shift employees the third break shall be scheduled by the Shift Commander. The lunch period shall be taken during the middle portion of the employee's term of duty and is scheduled by the Shift Commander. Breaks and lunch period shall be included in the employee's workday as paid time. All breaks shall not be arbitrarily interrupted.

All other employees within the bargaining unit shall be allowed two (2) fifteen (15) minutes breaks and a lunch period not to exceed sixty (60) minutes per full day. One break shall be taken during the first half of the employee's shift and the second break shall be taken during the second half of the employee's shift. The lunch period shall be taken during the middle portion of the employee's workday and as scheduled by the employee's immediate supervisor. Lunch period shall not be included in the employee's workday as paid time. Breaks shall not be arbitrarily interrupted.

Employees who are scheduled to work past their normally scheduled shift on any given normally scheduled day or less than eight (8) hours on a particular day shall be entitled to one break if scheduled to work five (5) hours or less, and a second break if scheduled to work more than five (5) hours. If granted a lunch period, it shall be given in accordance with whichever of the two paragraphs above would ordinarily apply.

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. Daily. For full-time employees, all hours actually worked in excess of the employee's regularly-scheduled daily shift hours in any twenty-four (24) hour period; for part-time employees, all hours actually worked in excess of the regularly-scheduled daily shift hours of full-time employees in the same division or activity.

B. Periodically. All hours actually worked in excess of eighty (80) hours in any scheduled work period for those employees regularly scheduled to work eight (8) hour days. All hours actually worked in excess of eight-four (84) hours in any scheduled work period for those employees regularly scheduled to work twelve (12) hour days. For purposes of this subsection only, all paid leaves as stipulated in Article 16 shall be considered 'hours actually worked', provided these are used in accordance with this Agreement.

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

D. Duplication. 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.

E. Overtime Required. All employees shall be required to work reasonable amounts of overtime upon request.

F. Equalization of Scheduled Overtime. The Employer will attempt to keep overtime assignments relatively equal among regular full-time employees within a classification and shift, by following the procedures in this subsection.

1. Scheduled overtime is defined as that overtime which the Employer schedules not less than forty-eight (48) hours prior to the need for such overtime.

2. Emergency or unscheduled overtime is defined as that overtime which is needed with less than forty-eight (48) hours notice.

3. An overtime list shall be posted and updated at least every twenty-eight (28) days. A new overtime list shall be implemented every July 1.

4. An employee entering a division or sub-unit shall be placed on the overtime list at the average number of hours in that unit.

5. Police reserves or other non-unit employees shall not be utilized to avoid the payment of overtime. In the event of an emergency, declared by the Chairman of the Board of Commissioners, the Governor of the State of Michigan, or the President of the United States, the provisions of this Article shall not apply provided all available officers have been first utilized. Provided further, no officer shall refuse an overtime assignment in emergency situations.

6. Scheduled Overtime.

A. Scheduled overtime shall be posted for volunteers until 48 hours before the start of the overtime. If there is more than one volunteer for an overtime opportunity, it shall be assigned to the qualified volunteer who has the least amount of overtime on the overtime list, except that a qualified volunteer who is available for a full shift of overtime shall be given priority over volunteers available for only a half shift. The volunteer(s) assigned must work the schedule unless relieved with the approval of the responsible supervisor.

B. Absent a qualified volunteer, the scheduled overtime shall be assigned to the qualified employee who has the least amount of overtime on the overtime list.

7. Emergency or Unscheduled Overtime.

A. Reasonable efforts shall be made to have emergency or unscheduled overtime offered to qualified employees already on duty (if there are multiple volunteers, a priority shall be given to higher seniority first, except that a qualified volunteer who is available for a full shift of ordered overtime shall be given priority over volunteers available for only a half shift).

B. If not covered by qualified volunteer(s) already on duty, the emergency or unscheduled overtime will be communicated to other qualified employees (using

contact information provided by the Union from time to time) by electronic communications broadcast (or other methods agreed to on an individual basis). The overtime opportunity will be assigned to the first volunteer(s) to respond, except that a qualified volunteer who is available for a full shift of ordered overtime shall be given priority over volunteers available for only a half shift. As soon as the opportunity is fully covered, no further volunteers will be accepted.

C. If not covered by a qualified volunteer, emergency or unscheduled overtime shall be assigned to the least senior qualified and eligible employee already on duty, with due consideration to the circumstances.

8. The Employer shall make reasonable efforts to obtain volunteers in order to avoid assigning employees to work on their pass days.

9. An employee shall not be ordered to work more than four (4) hours in excess of his or her normally scheduled workday or eight (8) hours on a pass day, except on a voluntary basis or under extreme emergency circumstances.

10. Employees will have a minimum of eight (8) hours break between shifts except for emergency circumstances or with approval of the employee.

11. Employees ordered to work early on any given day should not be ordered to work over at the end of their shift; and vice-versa.

12. Employees shall not be ordered to work overtime on their pass days more than once within the same fourteen (14) day work period.

13. Employees shall not be ordered to work for more than twelve (12) accumulated hours within the same fourteen (14) day work period or on consecutive days.

14. Employees on paid leaves (as stipulated in Article 16) shall not be ordered to work on either the date the paid leave is taken or their regularly scheduled pass days if the total number of days off is for a period of seven (7) or more calendar days.

15. Employees who are working on their pass days (either on a voluntary basis or an ordered basis) shall not be ordered to work on a conjoining pass day.

Section 7. Pass Days. All employees shall be regularly scheduled to avoid split pass days except when the employee requests or agrees to same. Within the "needs of the service", selection of scheduled pass days shall be on a seniority basis within classifications. Employees shall receive a minimum of four (4) pass days during the scheduled work period, or be paid therefore in accordance with Section 6 of this Article. If an employee returning to work following a leave of absence under Article 16, Section 5 or 9, is compelled to work on any of his/her scheduled pass days remaining during the Scheduled Work Period, the employee shall be paid overtime pay for all hours the employee is compelled to work on such pass day(s).

Section 8. Trades. 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 Paid Time Off or compensatory time as provided for in this Agreement may, with the Employer's prior approval, take pass days in conjunction with Paid Time Off 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-four (84) hours of such compensatory time (1-1/2 times 56 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 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 9 - SENIORITY

Section 1.

A. County Service. The employee's length of continuous service for the County of Calhoun since the employee's most recent date of hire. County service shall be used for determining annual leave accrual and longevity.

B. Bargaining Unit Seniority. Bargaining unit seniority shall be defined as the length of an employee's continuous service with the Calhoun County Sheriffs Department (CCSD) since the employee's most recent date of hire. An employee who is promoted to a position in the CCSD which is outside the bargaining unit shall continue to accumulate bargaining unit seniority until his/her promotion becomes permanent. Upon the promotion becoming permanent his/her seniority within the bargaining unit shall revert back to the date of the employee's last date of service within the bargaining unit.

Part-time employees shall enjoy no bargaining unit seniority preferences over full-time employees. Seniority of part-time employees who gain full-time status shall commence on the date of their full-time employment.

C. Ties. Any ties in bargaining unit seniority dates for employees shall be resolved in favor of the employee whose last name comes earliest in alphabetical order.

Section 2. Seniority List. The Employer agrees to submit a seniority roster consisting of a current original hire date, and seniority date to the Chief Steward or Union Counsel by January 5th of each year. The seniority list shall be deemed to be correct for all purposes under this Agreement unless the Union contacts the County Human Resources Department in writing of any protest in the list by January 30th of that year. The roster shall list part-time employees separately from full-time employees. 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 President of the bargaining unit, for the period during 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. Duty Preference. The Employer generally recognizes seniority for purposes of area and floor assignments for non-probationary employees. However, the Employer reserves the right to make assignments irrespective of seniority for purposes of maintaining employee proficiency in all areas of operation. Employees called into work or held over to replace absent employees shall work the assignment of the person being replaced without regard to seniority.

Section 5. Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any 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 fails to give notice of his/her 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;

D. If the employee is absent from work for three (3) consecutive workings 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/her seniority has been terminated;

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

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

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

H. 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;

I. 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 16, Section 9. For purposes of this Section only, an employee shall be considered on a paid leave of absence while receiving benefits under Article 18, Section 1.E.

ARTICLE 10 – 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 to 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.

C. If the Employer does not respond within the time limits or procedures required in each Step, the grievance shall be considered settled as requested without precedent if, but only if, the Union provides written notification to the Employer that it has failed to follow the procedure and the Employer does not cure the failure within two working days after receiving such notice. Failure to give notification will stay the time limits.

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

E. 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, suspension or written reprimand shall discuss it with the employee's immediate supervisor with the object of resolving the matter informally, within ten (10) working days of the occurrence which gave rise to the grievance or within ten (10) 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 ten (10) working days of the occurrence which gave rise to the grievance or within ten (10) 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 conclusion of Step 1. The written grievance must state who is affected; what happened; when it happened; where it happened; what section of the Agreement is alleged to have been violated; and what adjustment is requested. The Union shall also send a copy of the grievance to the County's Human Resources Officer within the same time-lines.

Within ten (10) 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. Either party may have additional representatives (including counsel) participate in such a meeting. 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.

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: any factual basis for protesting the discipline; any procedural basis for protesting the discipline; what section of the Agreement is alleged to have been violated; how the section is alleged to have been violated; and 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 ten (10) working days after the employee is notified of the disciplinary action. The Sheriff or the Sheriff's designee shall provide a written disposition and explanation upon the grievance and return it to the grievant within ten (10) working days.

STEP 2: If the grievance is not satisfactorily resolved at Step 1 and the Union wishes to pursue it further, the Union may appeal by submitting a written 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 either party believes further discussion might assist the parties, the Sheriff or Designee 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. After exhausting any right to appeal under Step 2, within twenty (20) calendar days after receipt of the Employer's Step 2 answer, 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 delivering a copy of the demand to the Sheriff or his designated representative and the County's Human Resources Officer.

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 Union shall file an Arbitrator Request form with the Federal Mediation and Conciliation Services ("FCMS") and deliver a copy of the Request Form to the Sheriff or his designated representatives and the County's Human Resources Officer. The arbitrator shall thereafter 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 11 – 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.

Section 2. Interviews. An employee shall, 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 or for continuing problems after the employee fails to respond to Level 1 discipline. 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. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 2 or 3 discipline immediately (after informal hearing) in appropriate cases or from suspending any employee pending further investigation.

A. 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 requested by the employee or the Employer, a Steward (or Alternate Steward in the absence of the Steward) may attend a meeting called for this purpose or for the purpose of imposing Level 2 or Level 3 disciplinary action..

B. The Employer shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in the form of a written disciplinary report, briefly describing the specific incident or infraction. A 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 nature of any previous disciplinary actions. Copies of a disciplinary notice shall be given to the disciplined employee, placed in the disciplined employee's personnel record and given to the Union.

C. Any disciplinary action may be the subject of a grievance.

ARTICLE 12 – LAYOFF AND RECALL

Section 1. Definition of Layoff. Layoff shall mean a reduction of the work force for any reason, except that layoffs shall not be used in lieu of Article 11 (Disciplinary Action, Suspension and Termination).

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

When the Employer determines that a layoff is necessary, the Employer will advise 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. Layoff Procedure. The Employer shall determine the classifications in which the layoff is to occur. When a layoff occurs, probationary employees shall be laid off first, followed by part-time employees, followed by full-time employees with the least amount of departmental seniority as set forth in the current posted seniority list. However, the Employer may depart from the foregoing order of layoff where the remaining employees would not have the qualifications (including gender, where legally cognizable), certification and present ability to fully and properly perform the remaining work. Where there is a dispute as to the more senior employee's present ability to perform the required work, the senior employee shall be granted up to a thirty (30) calendar day trial period in which to demonstrate present abilities to perform the required work. 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, provided the employee has the qualifications (including gender, where legally cognizable), certification and present ability to fully and properly perform the work. In no event shall an employee replace another employee in a lower rank who has greater bargaining unit seniority. Employees whose classification changes as a result of a layoff shall be paid at the same step of the new classification as the employee occupied in the former classification. Thereafter, employees shall progress along the wage schedule in accordance with the length of time in the new classification.

Section 3. Recall. When the workforce is increased following a layoff, laid off employees with seniority shall be recalled in reverse order of layoff, provided no employee shall be entitled to recall unless the employee has the qualifications (including gender, where legally cognizable), certification and present ability to fully and properly perform the required work. Employees recalled to work shall be returned to their original classifications as soon as practicable after recall.

Section 4. Notification of Recall. Notification of recall shall be by personal contact, telephone call 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 Chief Steward or his/her

alternate; by office mail. The notice shall set forth the date the recalled employee is expected to return to work.

Section 5. 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. Payment shall be made through the County Human Resources Department. Employees may also continue life insurance coverage after thirty (30) days from the date of last day worked by paying the premiums therefore through the County Human Resources Department if permissible under the regulation of the insurance carrier.

Section 6. Voluntary Layoff. When the Employer determines that it is necessary to lay off employees for a specified period of time, the Employer may seek volunteers for such layoffs prior to resorting to Section 2, above. In the event that more employees than necessary volunteer, the most senior volunteers shall be granted the layoffs, provided the Employer shall not be obligated to grant a voluntary layoff request where the remaining employees would not have the qualifications (including gender, where legally cognizable), certification and present ability to fully and properly perform the remaining required work.

Section 7. Part-time Status in Lieu of Layoff. If acceptable to the Employer and the employees affected, full-time employees who are scheduled to be laid off may elect the status of part-time employees in lieu of layoff. Employees who make such an election shall not earn or accrue any benefits of full-time employment while they are working part-time.

ARTICLE 13 – PROMOTIONAL PROCEDURE TO DETECTIVE OR SERGEANT

Section 1. 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 vacancies due to an employee being on a sick leave of absence, including a worker's compensation leave.

Section 2. Advancement Opportunities. Promotion means to advance from a given classification to Detective or Sergeant. Each promoted employee must be a current member of the Department and must meet all the eligibility rules of the promotional procedure.

Section 3. Eligibility. To be eligible for a promotional advancement, the following requirements must be met:

A. Promotion to Detective. The employee must be classified as a Deputy Sheriff, have four (4) years of law enforcement experience, have at least one (1) year of road patrol experience, by fully empowered to enforce the criminal laws of the State of Michigan, and have been employed by the Calhoun County Sheriffs Department for one (1) year;

B. Promotion to Sergeant. The employee must be classified as a Deputy Sheriff, have four (4) years of law enforcement and/or corrections experience and have been employed by the Calhoun County Sheriff s Department for one (1) year,

Section 4. 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. Sixty points.

B. Performance evaluation. Forty points.

C. Oral Board. Forty 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 100 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 5. 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 6. Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. The Employer will determine where general or specializing 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 7. Performance Evaluation. Performance evaluations will be conducted annually by the Sheriff or his/her designated representatives on the employee's anniversary date.

Section 8. 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 a member' of the County Human Resources Department. 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/her 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 9. 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 the employee who is to be absent for greater than seven (7) calendar days to notify the Employer of a forwarding address or telephone number where he/she can be reached.

Section 10. Examination Procedures. Any employee has the right to examine the result of his/her 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 11. 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/she is promoted which will give him a pay increase. He/she shall thereafter advance in the pay scale in accordance with his length of service in the new classification.

Section 12. Probationary Period. All employees promoted shall be on probation for a period of six (6) months immediately following promotion. During said probationary period, the Employer may demote the employee to his/her former classification and all secondary transfers or promotions may be returned to their former classification. During the first ninety (90) calendar days following promotion to the classification an employee may, on his/her own volition, request in writing to be relieved of his/her new classification and be returned to his/her former classification. If an employee returns to his/her former classification at his/her own request, his/her name shall be removed from all promotion rosters until the next written examination is given and the Employer may direct that all secondary transfers and promotions shall be returned to their former classifications.

Section 13. 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 14. Outside Appointment. In the event subject to Section 4 above eligible employees who take the promotional program do not qualify, the Employer reserves the right to decrease the eligibility from four (4) years to two (2) years. In the event those persons with two (2) years experience are unable to be qualified, by virtue of the promotional program, the Employer and the Union agree that if those events occur, then the Employer may go outside the bargaining unit to fill that promoted vacancy.

ARTICLE 14 – PERSONNEL TRANSACTIONS

Section 1. Posting Procedure. When filling a new, regular classification within the bargaining unit, or a regular vacancy in an existing job classification not covered by the Promotional Procedure of Article 13, the Employer will post a notice and a statement of

qualifications desired for the performance of the job. The notice will be posted in a conspicuous location within the Correctional Facility for a period of five (5) days. During this time, employees may apply for such job or vacancy by presenting to the Employer a written signed notification of their desire to do so. In filling the job or vacancy, between equally qualified applicants who possess the specified qualifications, a preference will be given to current bargaining unit employees. Among bargaining unit employees who are equally qualified, a preference will be given to the employee with the greater seniority. This procedure shall not be required with respect to lateral moves or changes in work schedules, employee status, etc.

Section 2. Temporary Promotion. A temporary promotion shall mean the temporary movement of an employee to a position and responsibilities which carry a wage grade the maximum of which is higher than the employee's wage grade, provided such temporary assignment is in excess of thirty (30) consecutive days and the employee has been specifically designated by the Sheriff as occupying the temporary assignment or as serving in an "acting" capacity. Effective the thirty-first (31st) day of such a temporary promotion, if the position is in the bargaining unit, the employee shall be paid the rate of pay he/she would be entitled to had he/she been promoted; if the position is outside of the bargaining unit, the employee shall be paid 110% of the employee's regular classification rate. A temporarily promoted employee shall remain a member of the bargaining unit and subject to the benefits and conditions of employment established by the Agreement regardless of the unit placement of the temporary position. Upon expiration of the temporary promotion, the employee shall resume his/her original duties and pay. A temporary promotion shall be limited to six (6) months for any individual. 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.

ARTICLE 15 – WAGES

Section 1. Wage Schedule. The wage schedule for bargaining unit employees shall be as set forth in Appendix A attached hereto and by this reference made a part hereof. All employees will be compensated according to Appendix A.

Section 2. Advancement Within Pay Grades. All wage level increments shall be automatic during the life of this Agreement. Employees shall progress to the next highest wage step in classification upon completion of each full year of service in the classification, until they reach the top rate in classification.

A. Each new employee covered by this Agreement shall initially be paid at Step 1 rate for the pay grade applicable to his/her classification, except that the Employer may start an employee at the Step 2 rate if the employee had at least one year of prior service in the classification with Calhoun County Sheriff's Department, or at least two years prior service in a comparable position in another department, provided the Employer consults with the Union's Steward before doing so. Advancement to the next wage step and all subsequent steps shall be effective at the start of the first full payroll period commencing on or after completion of one (1) year of full service at each step, adjusted, if necessary, in accordance to any seniority accumulation provisions as provided by this Agreement.

B. Employees who are awarded a position pursuant to Article 14, Section 1, which has a higher rated hourly maximum pay rate than the maximum hourly rate for their

current classification shall initially be placed in the earliest step of the new pay grade which will result in a projected increase in pay of at least one thousand dollars ($1000) more during the ensuing twelve (12) months than he/she would have received without the change in pay grade.

C. Employees who are awarded a position pursuant to Article 14, Section 1, which has an equal or lower rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially retain the same wage step they were at immediately prior to the time they were awarded the new position. Any future advancements within the employee's wage scale will occur upon completion of one (1) year of full service in the new position, adjusted, if necessary, in accordance to any seniority accumulation provisions as provided by this Agreement.

Section 3. Shift Differential. Employees regularly assigned to the second or third shift shall receive, in addition to their regular pay, $0.50 per hour for all hours worked (including work performed before or after their regular shifts). Employees whose regular work schedule commences within two hours before the start of the second shift shall be deemed second shift employees for purposes of this Section.

Section 4. Longevity. Full-time employees covered by this Agreement shall be paid a longevity bonus, determined on the employee's anniversary date of hire each year, based upon years of continuous service with the County. An employee who has completed a minimum of five (5) years of continuous service shall receive longevity benefits calculated on the basis of fifty dollars ($50.00) for each full year of continuous service, up to a maximum payment of one thousand dollars ($1,000.00) in any year. There shall be no pro rata longevity payment upon an employee's termination for any reason whatsoever. Longevity payments shall be made during the first full payroll period commencing on or after the employee's anniversary date of hire. Employees hired before December 31, 2009, are eligible for longevity benefits. Employees hired on or after December 31, 2009, shall not be eligible for longevity benefits.

Section 5. FTO/CTO Pay. Those employees who serve as FTO or CTO training officers shall be provided an additional $0.50 per hour for hours worked in that capacity. The monies earned for FTO/CTO pay shall be paid not less frequently than every other pay period.

Section 6. 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. If an employee does not make such a designation, the Employer may designate a financial institution and establish an account for the benefit of the employee (with no minimum balance or maintenance fees) and make direct deposit into such account, or may mail paychecks or warrants to the employee.

ARTICLE 16 - LEAVES OF ABSENCE

Section 1. Leaves of Absence. Except as expressly provided in the Agreement, all leaves of absence shall be without pay. Fringe benefits (including, but not limited to, Paid Time Off, holidays, longevity bonus, insurance coverage, etc.) shall not accumulate or accrue during any leave of absence, except as expressly provided in this Agreement. 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 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. All full-time employees included within the bargaining unit shall accrue Paid Time Off (PTO) 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 4 (Emergency), 6 (Military), or ___ (Jury Duty).

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

Paid Time Off will be paid at the applicable regular hourly rate of pay, exclusive of all premiums except shift 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 shorter or longer periods. Paid Time Off requests may be submitted up to six months in advance of the start of the Paid Time Off requested. An employee who is scheduled off work the first day of such six month period may submit a written request on the employee's last scheduled day of work before the period, and such request will be treated as if it was submitted on the first day of the six month period. The Employer will decide upon Paid Time Off scheduling requests within five (5) days after they are received, provided approvals shall be conditional upon the outcome of any intervening changes in shift preference/work assignment. Conflicts in Paid Time Off requests shall be resolved by giving preference to the employee with the greatest 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 104 hours of accrued but unused PTO during 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 24 for payment with regular payroll for pay period 25. Such pay shall be at the employee's straight time regular rate of pay, exclusive of all premiums except shift premium, as of the beginning of pay period 25.

E. If an employee works more than 40 hours in a pay period prior to beginning a paid sick and accident leave, they shall receive a full accrual for that pay period.

F. 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.

G. In an effort to save Employees from using Paid Time Off (PTO), Employees may use eight (8) hours or twelve (12) hours of PTO or any other leaves of absence as stipulated in Article 16 during the first paid leave day used in a work period. Employees shall use twelve (12) hours of paid leave for each day thereafter in a work period.

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

A. A leave of absence without pay or benefits 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 requires 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. 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. During such period, the employee shall continue to accumulate seniority.

Section 4. Emergency Leave.

A. In the case of death in his or her immediate family, a permanent, full-time employee shall be granted a leave of absence without loss of pay for any regular scheduled workday to make necessary arrangements and attend the funeral and/or memorial service as follows:

1. Upon the death of a spouse, child, mother or father, an employee shall receive up to forty (40) hours.

2. Upon death of an employee's sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, step-father, step-mother, grandparent, current spouse's grandparent, grandchildren or a relative residing in the employee's household, he/she shall receive up to twenty four (24) hours.

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

Section 5. 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 6. 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 must attend an "annual active duty for training" or monthly weekend meetings, shall be compensated by the Employer for the difference between his/her regular pay and his/her military pay, for the time which would have been regularly worked. Such payment shall be granted only upon advance notice to the Employer at least seven (7) calendar days prior to the beginning of the scheduled work period 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. This shall not entitle the employee to overtime compensation. The Sheriff reserves the right to call a special conference if a conflict of scheduling occurs.

Section 7. 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 a case involving total disability resulting from a physical injury in the workplace which is documented to the satisfaction of the Employer, the Employer shall provide the employee with a wage supplement (not chargeable against Paid Time Off benefits) equal to the difference between workers' compensation benefits and the employee's regular weekly wages, 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 twenty-six (26) 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 gun shot, assault, vehicle accident or other acts of violence directed against the employee. Employees shall continue to accrue seniority and the Employer shall continue to pay premiums for insurance under Article 18 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 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. During periods of Workers' Compensation Leave, employees shall continue to accrue PTO up to a maximum of 80 hours.

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

Section 8. 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 pay to attend Union functions.

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 leave of absence and 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 the group insurance premiums and costs paid by the Employer under Article 18, Section 4 for the period of such leave, as permitted under the Act.

Section 10. 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) calendar 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. 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.

Section 11. Certification Leave. Full-time employees who are not Michigan Department of Corrections certified local corrections officers may take one four week leave of absence without pay for the purpose of attending the training course for satisfying the minimum standards for such certification. Employees may elect to use up to four (4) weeks of accrued and unused Paid Time Off benefits while attending the course.

ARTICLE 17 - CLOTHING. CLOTHING ALLOWANCE AND CLEANING

Section 1. General. The Employer agrees to provide and to replace 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 appearances 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 of the Employer. If not returned, the cost of 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

The clothing allowance is an annual amount, paid in advance, and the employee is liable to repay a prorated portion of the allowance for any partial year of investigator or plain clothes service resulting from the employee's retirement, discharge or resignation. In the event the employee is transferred or reassigned, repayment is not required.

Section 5. Protective Vests. The Employer will provide suitable protective vests to all employees regularly assigned to the law enforcement division or transport unit. The Employer will implement a program to replace such vests on a rotating schedule of five (5) years or such longer period as may be recommended by the manufacturer or other competent authorities. An inventory of extra vests will be maintained for employees temporarily assigned to the law enforcement division or the transport unit.

Section 6. Weather Jackets. The Employer will provide suitable weather jackets for use by employees assigned to perimeter security.

ARTICLE 18 – 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 employees shall, upon proper written application, 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 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 a process developed by the County 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, or the first day of the month following enrollment, whichever is later.

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 the baseline (standard) plan, provided the employee pays the remaining portion of the illustrated rate. An employee will be required to pay the full incremental buy up cost for any more expensive 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 for employees and their dependents 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.

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 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 totally 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. In no event shall benefits be retroactive more than fifteen (15) days before the date on which the employee submits documentation from the employee's treating physician sufficient to permit the insurance carrier or third party administrator to make a disability determination. 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.

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 Court, shall not be subject to the Grievance Procedure. Only disputes relating to unjustifiable non-tender of premiums, or refusal of the Employer to pay benefits under self-insured plans for which it is the administrator, are subject to the Grievance Procedure.

G. Except with respect to those situations covered by this section, or as otherwise provided by law, there shall be no liability on the part of the Employer for any insurance premium payments of any nature whatsoever for an employee who is on a leave of absence, layoff, retires, or otherwise terminated beyond the date on which such layoff, leave of absence, layoff, retirement, or termination commenced or occurred. While a full-time, non-probationary employee is on an approved leave of absence and receiving sickness and accident benefits or workers compensation disability benefits from the Employer or its carrier, the Employer shall pay its regular share of the premiums to continue insurance coverages in effect until the end of the leave or the termination of such benefits, subject to a limit of six months or any longer period required by law. In all others cases, the employee must make arrangements for and bear the full cost of continuation of any desired insurance coverage while not actively working, except as otherwise provided by law. Upon loss of insurance coverage, the Employee may continue insurance coverage per COBRA rules and regulations.

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 hereof shall be eligible to receive, in lieu thereof, a cash alternative in the amount of fifty dollars ($50.00) each pay period (or such higher amount 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, provided the employee provides proof of a reasonable level of health care coverage from another source.

Section 3. Selection of Insurance Carrier. The Employer reserves the right to select or change the insurance carriers providing benefits stated in Section 1 A through E, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided equivalent benefits are provided. Before the Employer changes insurance carriers, the Union President shall be advised in advance in writing of the Employer's intent to change insurance carrier(s) and be provided with a copy of the new insurance plan or proposal.

ARTICLE 19 – RETIREMENT

Section 1. The Employer will continue to sponsor a MERS Retirement Plan with a B-4 (2.5% multiplier) benefit with F-50, 25 year rider, and FAC-3, during the term of this Agreement. Under the Plan, employees in the bargaining unit as of January 1, 1998, shall be eligible for prior service credits for past years' employment with Calhoun County and/or the Calhoun County Sheriff's Department. The Employer's contributions on behalf of eligible employees shall be as follows: 8.0% of their gross wages (as defined under the Plan) with eligible Employees to pay the following amounts in addition to the required member contribution rate for the MERS Plan:

2014: .75%
2015: .50%
2016: .50%

Each employee eligible to participate shall contribute any additional amounts required to fund the specified plan benefits (the Employer's contributions shall be used solely for funding credited service rendered on or after the effective date of the bargaining unit's membership in the plan, and shall not be used to fund any prior service credits). Employer contributions shall be made semi-annually, or more frequently if required under the terms of the Plan, and all forfeitures due to non-vesting shall accrue to the benefit of the Employer.

Section 2. The parties agree that bargaining unit employees shall be eligible to participate in a Section 457 Deferred Income Plan. Cost of establishing and administering the Plans shall be paid entirely by bargaining unit employees and/or their union. The Employer's sole obligation shall be to act as the sponsor of the Plans and to make payments to the Plans in accordance with employee elections.

Section 3. The obligations contained in this Article are in substitution for the Employers contribution to any and all retirement programs 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 20 - MISCELLANEOUS

Section 1. Records. Paid Time Off leave and compensatory time off are computed and credited on the basis of official County records on file in the County Human Resources Department. These records are those furnished to the County Human Resources Department on a monthly basis by the Sheriff's Department.

Section 2. Payment at Death of Employee. Wages, Paid Time Off, compensatory time, and overtime due to a deceased employee shall be paid in accordance with the primary and secondary beneficiary designation filed by the employee with the Calhoun County Human Resource Department. 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 effected thereby. In the event any provision herein contained is so rendered invalid, upon written request of 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. Remuneration for wages earned, overtime, and any Paid Time Off or other paid leave time taken shall be paid on a biweekly basis. Longevity and Paid Time Off payouts shall be paid separately 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. This shall only apply to employees assigned to jail security, transportation of inmates, communications section of the Sheriff's Department, clerks and bookkeepers, and other employees specifically designated by the Sheriff.

Section 6. Humanitarian Clause. Should a non-probationary employee covered by this Agreement become physically or mentally disabled to the extent that the employee is unable to fully perform the duties of the employee's regular job (with or without reasonable accommodation), the County will make an effort to place the employee in a position which the employee is physically and mentally able to perform (with or without reasonable accommodation). The County's obligations hereunder shall be limited to offering available, open positions and the County shall be afforded reasonable time to place the affected employee. An affected employee shall have no right to bump an employee in another bargaining unit and, once assigned hereunder, shall be entitled only to the wages, hours and other terms and conditions applicable to the new position.

Section 7. Medical Check-Up. If not otherwise provided by Employer-sponsored health insurance, the Employer agrees to pay for a complete bi-annual physical examination for all full-time seniority employees. If the employee elects to have such examination performed by a physician other than the County Physician, the Employer will reimburse the employee for the cost of the examination up to a maximum of one hundred twenty five ($125.00) dollars and the Employer shall have access to the physical examination report.

The employee may have this physical examination once every two (2) years.

The Employer will make available to employees, at its expense, hepatitis B immunizations through a medical provider designated by the Employer. Participation in the immunization program is mandatory absent medical justification.

Section 8. Safety. The Board and the Sheriff shall have the sole responsibility to maintain all equipment in a safe, operating condition when furnished by the Employer for use by the employees in the performance of their assigned duties. The Union and the employee(s) agree not to misuse equipment issued and will maintain the equipment in a safe condition.

If an employee claims that the equipment furnished by the Employer is unsafe for use in the performance of his/her assigned duties, the employee shall be required to report the alleged equipment defect to the immediate attention of his/her commanding officer or division supervisor in writing.

If the reported complaint is not satisfactorily resolved by the commanding officer, the employee may exercise his/her right to direct recourse to the Sheriff for final and binding resolution.

A safety committee comprised of three (3) employees of the bargaining unit and three (3) members representing the Sheriff shall be established for the purpose of conducting regular meetings in order to discuss and recommend safety procedures, at no cost to the Employer, if the meeting is on the employee's off-duty hours.

Section 9. Mileage Reimbursement. All members of the bargaining unit using their own vehicle for departmental business shall be reimbursed in accordance with County policies as established by the Board.

Section 10. Extraditions. Where members of this bargaining unit are to be utilized, selections for extradition shall be made on a rotating basis from among qualified employees who have volunteered for such duty.

Section 11. Substance Abuse Testing Program. The Employer may implement a mandatory substance abuse testing policy (covering drugs and alcohol), provided the policy is applicable to all employees in the Department. Prior to implementing the policy, the Employer will consult with Union representatives from both bargaining units about procedures and standards. The right to conduct testing under the policy 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 policy 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 an employee who is not entitled to an agreement under this section

Section 12. Qualifications. Part-time employees shall be hired into bargaining unit positions only if they satisfy the minimum qualifications required of full-time bargaining unit employees.

Section 13. Gender. The use of the male gender herein shall include the female and vice versa.

Section 14. Canine Handlers. The Sheriff retains discretion to determine whether or not to conduct a canine program, and to assign a deputy to regular canine handler duties. Four hours per work week will be allocated to such a deputy as paid time for purposes of feeding, exercising, grooming and providing routine training for the assigned dog outside of the deputy's regular shift schedule (which may be adjusted by the Employer to avoid overtime in connection with such duties). If a deputy is regularly assigned by the Sheriff as a canine handler, the Employer will provide a vehicle for the transportation and patrol activities of the assigned dog; will provide a suitable kennel; and will be responsible for the costs of maintenance (i.e., dog food, supplies and equipment) and veterinary care for the dog. The assigned deputy shall be responsible for compliance with established purchasing procedures and for obtaining appropriate veterinary care at the earliest possible sign of the need for assistance.

Section 15. Tuition Reimbursement. Full-time employees with at least one year of seniority shall be eligible to participate in a tuition reimbursement program in accordance with such procedures and criteria as the Employer may establish and change from time to time. Reimbursement to any employee shall be limited to $450.00 per year.

ARTICLE 21 – DURATION

Section 1. Duration. This Agreement shall become effective as of January 1, 2014 and the terms and provisions hereof shall remain in full force and effect until 11:59 p.m., December 31, 2016, 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 or any subsequent 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:

12/31/13
Date

Date

FOR THE UNION:

2-7-14
Date

1-22-14
Date

1/22/14
Date

1/22/14
Date

1-22-14
Date

APPENDIX A – WAGE SCHEDULE

POAM-CCDSA 2014 (0% Increase for 2014)

Effective the first full pay period beginning on or after January 1, 2014, hourly wages shall be payable at the following rates:

Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clerk	**D2**	11.62	12.58	13.53	14.48	15.43	
Transcriptionist	**DC2**	11.62	12.87	14.11	15.35	16.59	
Bookkeeper	**F2**	13.09	14.15	15.20	16.25	17.30	
Control Room Op	**DD2**	13.11	14.37	15.61	16.85	18.09	
Correctional Ofcr	**J2**	16.83	18.17	19.47	20.77	22.07	23.37
Deputy	**J2**	16.83	18.17	19.47	20.77	22.07	23.37
Detective	**K2**	18.08	19.49	20.88	22.27	23.66	25.05

POAM-CCDSA 2015 (1% across the board increase for 2015)

Effective the first full pay period beginning on or after January 1, 20154, hourly wages shall be payable at the following rates:

Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clerk	**D2**	11.74	12.71	13.67	14.62	15.58	
Transcriptionist	**DC2**	11.74	12.99	14.23	15.50	16.76	
Bookkeeper	**F2**	13.22	14.29	15.35	16.41	17.47	
Control Room Op	**DD2**	13.24	14.51	15.77	17.02	18.27	
Correctional Ofcr	**J2**	16.99	18.35	19.66	20.98	22.29	23.60
Deputy	**J2**	16.99	18.35	19.66	20.98	22.29	23.60
Detective	**K2**	18.26	19.68	21.09	22.49	23.90	25.30

POAM-CCDSA 2016 (1% across the board increase for 2016)

Effective the first full pay period beginning on or after January 1, 2016, hourly wages shall be payable at the following rates:

Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clerk	**D2**	11.86	12.89	13.81	14.77	15.74	
Transcriptionist	**DC2**	11.86	13.12	14.37	15.66	16.93	
Bookkeeper	**F2**	13.35	14.43	15.50	16.57	17.64	
Control Room Op	**DD2**	13.37	14.66	15.93	17.19	18.45	
Correctional Ofcr	**J2**	17.16	18.53	19.86	21.19	22.51	23.84
Deputy	**J2**	17.16	18.53	19.86	21.19	22.51	23.84
Detective	**K2**	18.44	19.49	21.30	22.71	24.14	25.55

APPENDIX B - CLOTHING ISSUE

SUPPORT SERVICES DIVISION

3	Uniforms (style to be selected by the Sheriff)

COOKS

3	Sets of cooks white uniforms*
3	Aprons*
2	Pairs of white shoes**
2	Hair nets*

CORRECTIONS DIVISION

4	Short sleeve shirts*
4	Pairs of pants*
2	Pairs of footwear**
4	Cloth name patches

LAW ENFORCEMENT DIVISION

3	Pairs of pants*
3	Long sleeve shirts*
3	Short sleeve shirts*
2	Hats (1 Garrison and 1 winter fur style)
1	Shirt badge
1	Coat badge
1	Hat badge
3	Neck ties
1	Duty weapon as approved by the Sheriff
1	Pair of handcuffs
1	Set of leather including gun belt, cuff case, mag pouches, holster, 4 keepers and a dress under belt, all will be of black basket weaver. Nylon gear may be substituted with the approval of the Sheriff
1	Uniform tie bar
1	Traffic whistle and chain
1	Uniform rain coat and hat cover
1	Name plate
1	Flash light
1	Winter jacket with removable liner
2	Pairs of footwear (1 of shoes and 1 of boots, both must be black)**

COURT TRANSPORT

Employees assigned to Court Transport shall receive the same as listed for Law Enforcement Division except no flashlight and no winter parka.

DOG CONTROL OFFICER

The Dog Control Officer (s) shall receive the same as listed for Law Enforcement Division except no flashlight. The style, color and design of the Dog Control Officers uniform shall be within the sole discretion of the Sheriff.

Note: * Identifies those items one of which will be replaced on an annual basis.
** Identifies those items one of which will be replaced every two years.
All other items will be replaced as needed, based upon wear.

CALHOUN COUNTY

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN, CALHOUN COUNTY DEPUTY SHERIFF'S ASSOCIATION

LETTER OF UNDERSTANDING #1 REGARDING RETIREMENT

As both parties wish to ensure that Calhoun County and its retirement plans remain financially viable and sustainable into the future, the current pension and retirement provisions provided for under the collective bargaining agreement will be analyzed going forward and changes may be necessary, including proposals from both parties. No later than December 31, 2014, the parties shall meet to discuss the information gathered. Thereafter and for the duration of the 2014-2016 collective bargaining agreement, either party can request to re-open the Agreement for the sole purpose of negotiating amendments and/or changes to the pension and retirement programs currently set forth in the Agreement.

CALHOUN COUNTY

Art Kale
Board Chair

Kelli Scott,
Administrator/Controller

CALHOUN COUNTY SHERIFF

Matt Saxton
Sheriff

FOR POAM

2-7-14

1-22-14

1-22-14

CALHOUN COUNTY

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN, CALHOUN COUNTY DEPUTY SHERIFF'S ASSOCIATION

LETTER OF UNDERSTANDING #2 REGARDING MERS AND 12 HOUR SHIFTS

Employer will seek clarification and take Board Action, if necessary, to clarify the eligibility for credit for month of service for MERS regarding 12 hours shifts.

CALHOUN COUNTY

Art Kale
Board Chair

Kelli Scott,
Administrator/Controller

CALHOUN COUNTY SHERIFF

Matt Saxton
Sheriff

FOR POAM

2-7-14

1-22-14

1-22-14