

**AGREEMENT**

**between**

**CALHOUN COUNTY BOARD OF COMMISSIONERS  
and the SHERIFF OF CALHOUN COUNTY**

**and**

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

**January 1, 2025 through December 31, 2025**

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## **AGREEMENT**

This Agreement executed this 1st day of January, 2025, by and between the Calhoun County Board of Commissioners and the Sheriff of Calhoun County, hereinafter together referred to as the "Employer", and the Command Officers Association of Michigan, hereinafter referred to as the "Union".

### **ARTICLE 1 RECOGNITION**

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

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

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

### **ARTICLE 2 UNION SECURITY**

Section 1. 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 2. Checkoff.

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

CHECKOFF AUTHORIZATION FORM  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

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

\_\_\_\_\_  
PRINT: Last Name                      First Name      Middle Initial

Date Deduction is to start:

\_\_\_\_\_  
Month/Year

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
City, State, Zip

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

C. All authorizations filed with the County's Human Resources Department on or before the first day of the month shall become effective on the second pay period of that month, provided the employee has sufficient net earnings to cover the Union dues. 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 and any subsequent changes in such amounts. The Employer agrees to furnish the designated financial officer of the Union a monthly or bi-weekly record in duplicate of those employees for whom deductions have been made, together with the amount deducted.

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

G. The Employer shall not be responsible for Union dues 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 and to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the employer pursuant to this Section and Section 1 of this Article.

### **ARTICLE 3**

#### **UNION REPRESENTATION AND RIGHTS**

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

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

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

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

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

Section 4. There will be no discrimination against any employee because of their 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 their 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 their personnel file except for background investigations and the files relative to an active internal affairs investigation in progress.

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

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

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

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

Section 9. Provisions for Legal Counsel. Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence or other acts of the employee while in the course of 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 employment and while acting within the scope of their authority, the Employer or its designated insurance carrier will indemnify the employee, pay, settle, or compromise the judgment. The Employer or its designated insurance carrier will make the selection of the attorney or attorneys.

## **ARTICLE 4 MANAGEMENT RIGHTS**

### Section 1. Employer Rights.

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

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

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

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

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

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

Section 2. Policy and Procedures. The Employer reserves the right to establish reasonable rules, regulations, policies, and procedures not conflicting with the provisions of this Agreement. Such rules, regulations, policies, and procedures shall be available for review and comment by the Union if the matter involves working conditions and the Union shall make any issues known during that review period of at least two weeks. If the rule, regulation, policy, and/or procedure is implemented after the Union has provided its comments, but the Union believes it 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. Newly established or changed rules, regulations, policies, and/or procedures shall be effective after being provided to all bargaining unit employees at least seven (7) days prior to their effective date, except in the case of emergencies.

## **ARTICLE 5 RESPONSIBILITIES OF EMPLOYER, UNION AND EMPLOYEES**

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

Section 2. The Sheriff recognizes the role of the supervisory officers as management and administrative representatives and pledges to support efforts to strengthen their role both as management representatives and as professional law enforcement officers. The Sheriff further pledges that in any disciplinary proceedings they will honor customary procedures to allow a supervisory officer to have appropriate counsel and representation by the Union. To this end, higher ranking personnel (in or out of the bargaining unit) will utilize non-disciplinary counseling and/or discussions with lower ranking officers within the unit to address performance or conduct problems for which disciplinary action is not considered necessary. Written notations of such non-disciplinary counseling or discussions shall not be placed in the employee's personnel file, and such counseling or discussions shall not prevent the Employer from taking disciplinary action under Article 10 with respect to the same incident(s).

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

Section 4. Responsible Action. The Union agrees that it will take prompt, responsible action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the employees that it disavows these acts.

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

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

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

## **ARTICLE 6 NEW EMPLOYEES AND NEW CLASSIFICATIONS**

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

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

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

## **ARTICLE 7 WORK SCHEDULE**

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

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

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

Section 4. Shift Preference.

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

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

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

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

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

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

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

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

A. Periodically. All hours actually worked in excess of eighty (80) hours in any scheduled work period for those employees regularly scheduled to work eight (8) hour shifts. All hours actually worked in excess of eighty-four (84) hours in any scheduled work period for those employees regularly scheduled to work twelve (12) hour shifts. For purposes of this subsection only, paid time off shall be considered "hours actually worked," provided these are used in accordance with this Agreement.

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

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

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

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

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

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

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

Section 11. Compensatory Time. Nothing contained herein shall prohibit an hourly employee from agreeing to accept compensatory time off in lieu of overtime at the same rate. No employee shall be permitted to accumulate more than one hundred (100) hours of such compensatory time (1-1/2 times 66.67 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 their supervisor how much time is requested, and the supervisor will schedule the employee for the requested amount of time off within a reasonable time period (defined as within 30 days after the request is received) unless doing so would unduly disrupt operations of the Department. Whenever possible, the compensatory time off will be scheduled to be taken when mutually agreeable with the employee and the supervisor. The Employer will not require an employee to use compensatory time off. An employee taking compensatory time off or being cashed out will be paid for such time at the employee's regular rate in effect at the time. Earned compensatory time does not expire, and unused compensatory time will be paid to

the employee (or to the employee's heir or estate in the event of death) following termination of employment in the bargaining unit.

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

## **ARTICLE 8 SENIORITY**

### Section 1. Definitions.

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

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

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

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

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

Section 3. Super-Seniority. Notwithstanding their position on the seniority list, the chief steward and alternate chief steward of the bargaining unit, for the period for which they hold such office, shall be the last bargaining unit employees laid off and the first bargaining unit employees to be recalled, provided they are able to perform the required work. The Union agrees that this Section shall not be abused to avert potential layoff.

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

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

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

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

D. If the employee fails to give notice of their 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 mail or e-mail to the last known contact information in the Employer's records. It shall be the responsibility of the employee to provide the Employer with current contact information;

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

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

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

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

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

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



## **ARTICLE 9 GRIEVANCE PROCEDURE**

### Section 1. Grievances.

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

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

### Section 2. Time Limits.

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

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

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

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

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

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

within five (5) working days of the occurrence which gave rise to the grievance or within five (5) working days of the date a Union officer first reasonably should have known of the events which gave rise to the grievance. The management representative involved shall provide an oral answer to any such grievance within three (3) working days of the oral discussion.

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

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

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

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

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

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

#### Section 5. Arbitration.

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

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

C. The impartial arbitrator thus selected shall be contacted directly by the parties and shall be requested to proceed as expeditiously as possible in hearing the case, following which they shall thereafter render their 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 they 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 designated representative may attend all arbitration hearings and shall be paid at their regular rate by the Employer if scheduled to work.

## **ARTICLE 10**

### **DISCIPLINARY ACTION, SUSPENSION AND TERMINATION**

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

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

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

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

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

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

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

Section 8. Progressive and Corrective Discipline. When disciplinary action, suspension or termination becomes appropriate, the principles of corrective, progressive discipline shall, to the fullest extent possible, be followed. Disciplinary action shall range from Level 1 (least severe) to Level 3 (discharge). Level 1 will be for relatively minor problems where the employee has had few prior or recent problems. Level 2 will involve a suspension without pay and will be for more serious problems, including multiple or frequent repeat problems. Level 3 will involve

discharge and will be for the most serious problems or for continuing problems after the employee fails to respond to Level 2 discipline.

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

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

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

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

## **ARTICLE 11 LAYOFF AND RECALL**

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

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

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

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

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

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

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

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

## **ARTICLE 12 FILLING OF VACANCIES**

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

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

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

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

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

A. Promotion to Lieutenant. The employee must be a current bargaining unit member. The employee must also have either six (6) years of law enforcement experience and employed by the Calhoun County Sheriff's Department for at least four (4) years, or employed by the Calhoun County Sheriff's Department for at least six (6) years. All candidates must complete probation in their current rank before being selected for promotion to the next rank.

When vacancies occur and a promotional roster does not exist, the Sheriff will send out notice for letters of interest. All qualified applicants who turn in a letter of interest and complete an interview will be placed on a promotional roster.

The Sheriff shall use an oral board interview panel to conduct interviews with each of the individual interested candidates. The board shall consist of 4 members. Two members will be from outside of this agency (with at least the rank of Lieutenant), the division Captain and a representative from the County Human Resources office. These interviews will be scored by the oral board interview panel. The Sheriff will review the scores, along with each person's latest evaluation, when choosing whom will be promoted. Sheriff can promote any person from the list.

Interview questions will be derived from current policy and procedure for either road patrol or corrections and personal judgement of scenario questions. All answers need to show an understanding and application of the policy and procedure and how the candidate arrived at their answer.

The roster will be good for two years from the posting of the roster. This roster will be posted in alphabetical order and the Sheriff reserves the right to promote from this list in any order they deem necessary.

B. Promotion to Captain. The employee must be a current bargaining unit member and have been employed in the bargaining unit for a minimum of two (2) years, have eight (8) years of law enforcement/corrections experience and have been employed by the Calhoun County Sheriff's Department for six (6) years. The Employer is not required to apply Sections 5 through 7, or Section 9, in connection with promotions to Captain.

Section 5. Performance Evaluation. Performance evaluations will be conducted annually by the Sheriff or designated representative on or near the employee's anniversary date. An applicant's

position on a list will be adjusted to reflect changes in their performance evaluations. An employee's most recent evaluation, plus any subsequent disciplinary action, will be taken into account when the Employer is making a selection from an active list. The Sheriff may adjust an applicant's position on a list to reflect changes in their performance evaluation, provided an employee may discuss such an adjustment with the Sheriff before it becomes final.

Section 6. Posting of Promotional Process. Vacancies or newly created position notices will be posted for a period of seven (7) calendar days and employees wishing to fill such position shall apply in writing to the Sheriff during the said seven (7) day period. It shall be the sole responsibility of an employee who is to be absent for more than seven (7) calendar days to notify the Employer of a forwarding address or telephone number where they can be reached.

Section 7. Document Review. Any employee has the right to examine the result of their own performance evaluation and oral interview. 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 designated representatives, and the applicant and designated representative.

Section 8. Probationary Period. All current bargaining unit employees promoted to Lieutenant or Captain shall be on probation for a period of one (1) year immediately following promotion. During said probationary period, the Employer may demote the employee to their former classification and all secondary transfers or promotions shall be returned to their former classification. During the first ninety (90) calendar days following promotion to the classification, an employee may, on their own volition, request in writing to be relieved of the new classification and be returned to their former classification. If an employee returns to their former classification at their own request, their name shall be removed from all promotion rosters until the next promotional process and all secondary transfers and promotions shall be returned to their former classifications. Newly promoted employees shall be evaluated in writing at least twice while on probation. Said employee and the chief steward shall receive a copy of the evaluation.

Section 9. Promotional Process Period. Promotional process will be started 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 will be permitted to participate in the promotional process. A promotional roster will be valid for not more than twenty-four (24) months.

Section 10. Outside Appointment. In the event, subject to Section 4 above, eligible employees who participate in the promotional process do not qualify, the Employer reserves the right to decrease the eligibility by two (2) years. In the event those persons with a minimum of four (4) years of experience do not qualify, the Employer and the Union agree that if those events occur, then the Employer may go outside the bargaining unit to fill the vacancy.



## **ARTICLE 13 COMPENSATION**

Section 1. Wages. During the term of this Agreement, job classifications and wages shall be set forth in Appendix A.

Section 2. Direct Deposit. All current employees and new hires will be required to be paid by direct deposit.

Section 3. Shift Pay. Employees regularly assigned to the afternoon or midnight shift shall receive a shift differential of fifty cents (\$0.50) for work on such shifts.

## **ARTICLE 14 LEAVES OF ABSENCE**

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

### Section 2. Paid Time Off.

A. During the term of this Agreement, all full-time employees included within the bargaining unit shall accrue Paid Time Off benefits in accordance with the following schedule for each full payroll period for which they have at least 80 hours of credited service (including hours actually worked and approved PTO, paid leaves under Section 4 (Military), Section 6 (Union), or Section 9 (Bereavement)).

Seniority Required	Paid Time Off	Accumulation Limit	Pay-Out Limit
Less than 5 years	9.85	344	240
5 years but less than 10	11.39	344	240
10 years or more	12.93	344	240

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

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

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

C. Paid Time Off scheduling shall be determined on a first come - first served basis, except that requests for Paid Time Off in blocks of seven to sixteen consecutive calendar days shall take precedence over requests for Paid Time Off for a shorter period or longer period. Conflicts in Paid Time Off requests shall be resolved by giving preference to the employee with the greatest classification seniority, provided the Paid Time Off requests are submitted on the same workday. 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. On each employee's anniversary date (County Seniority Date), unused PTO benefits up to the maximum accumulation limit shown above may be carried forward into the following year. Any excess accumulation shall be forfeited. An employee may cash out up to 104 hours of accrued but unused PTO during either June or December each year, by notifying the County's Human Resources Department in writing (or by e-mail) no later than the end of pay period 12 for a June payout and pay period 24 for a December payout. Such pay shall occur in the pay period following the employee's request and shall be at the employee's straight time regular rate of pay, exclusive of all premiums except shift premium, at that time.

E. There shall be no payment for unused PTO benefits upon an employee's termination during the probationary period, or voluntary termination without at least two (2) weeks advanced written notice to the Sheriff. In other terminations, employees will be paid for earned but unused PTO benefits within fourteen (14) days following the date of termination, subject to the maximum pay-out limitations described in this Section.

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

Section 3. Personal Leave. Upon written request, the Sheriff may grant a non-probationary employee a Personal Leave without pay and without loss of employment status for a period not

to exceed one (1) year in duration. A personal leave of absence under this Section is subject to any conditions as may be set forth by the Employer depending on the situation.

#### Section 4. Military Leave.

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

B. Any permanent employee who is a reservist or a member of the National Guard who is compelled to attend an "annual active duty for training" and who elects not to use Paid Time Off shall be compensated by the Employer for the difference between their regular pay and military pay, for the time which would have been regularly worked up to a maximum of ten (10) work days each calendar year. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the tour of duty during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the County Treasurer and the County shall make the employee whole.

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

Section 5. Workers' Compensation Leave. An employee shall be granted a workers' compensation leave in the event of becoming entitled to receive workers' compensation benefits due to being disabled through job-related illness or injury. In such cases, the Employer shall provide the employee with a salary supplement (not chargeable against Paid Time Off) equal to the difference between workers' compensation benefits and the employee's regular weekly salary, determined in such a manner that the workers' compensation benefits and supplement, when combined, do not exceed the employee's regular "take-home" pay. The Employer's obligation to pay such supplement shall not exceed fifty-two (52) weeks after the payment commenced or commences, except that the Employer's obligation shall continue for up to one hundred fifty-six (156) weeks in the event of disability due to gunshot, assault, vehicle accident or other acts of violence directed against the employee while in the line of duty. Employees shall continue to accrue seniority and the Employer shall continue to pay premiums for insurance under Article 16 while such supplement is being paid.

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

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

Section 6. Union Leave. Providing adequate notice is given to the Department, the Union may designate an individual or individuals who may collectively take up to a maximum of two (2) days per year leave without loss of pay to attend Union functions.

Section 7. Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this Agreement unless the employee gives a written notice to the Employer of a desire to return to work prior to the expiration of the leave, except as otherwise provided by law. If such notice is given, the employee will be assigned to work as soon as possible, but no later than two (2) weeks following the receipt of such notice (seniority permitting in the event of a layoff).

Section 8. Family/Medical Leave. A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available accrued Paid Time Off for leave which would otherwise be unpaid under the Act. The employee shall provide the Employer with timely notice and with such health care provider certifications as an Employer may require under the Act. An employee who fails to provide such notice and certification at the earliest practicable time shall be deemed to have waived any and all rights under this section and under the Act. An employee granted leave under this Section shall maintain contact with the Employer weekly in writing, or as otherwise agreed, to keep the Employer informed of the employee's status and intention to return to work. An authorized leave under this Section shall automatically terminate at the end of any work week during which the employee fails to maintain required contact. Return to work shall be governed by the provisions of this Article. An employee who fails to return to work at the conclusion of a leave shall reimburse the Employer for group insurance premiums and costs paid by the Employer under Article 16 for the period of such leave, as permitted under the Act.

Section 9. Bereavement Leave.

An employee excused from work under this Section shall, upon written request, be paid the amount of wages they would have earned by working their straight time hours (not including premiums) on the scheduled days of work being excused. Leaves granted under this Section shall commence no later than the date of the funeral/memorial service. The following allowances include in-laws and step-relatives of the same degree:

If a death occurs among a member of an Employee's immediate family, the Employee will be excused from work up to a maximum of forty (40) hours with pay. Immediate family is defined as spouse, child, parent, sibling, grandparent, or grandchild. Immediate family for purposes of this section will also include a verifiable significant other residing within the same household. The term "parent" includes any adult that cared for the employee as a child and was considered a guardian or in loco parentis.

In the case of the death of an aunt, uncle, niece or nephew, the Employee will be excused from work up to eight (8) or twelve (12) hours with pay depending on scheduled shift.

Upon approval of the Department Head, additional days charged against PTO may be granted.

Section 10. Paid Medical Leave Act or Earned Sick Time Act. In compliance with the Paid Medical Leave Act of 2018 or the Earned Sick Time Act, employees may use PTO for any of the reasons covered by the Act. Employees must follow the departments usual notification procedures, as well as other documentation and recording requirements as stated in Board of Commissioners Policy #340.

Section 11. Disability Leave. An Employee that has exhausted all rights to Family Medical Leave, or is deemed ineligible, shall be granted a Disability Leave for periods during which the employee receives Sickness & Accident (S&A) insurance benefits under Section 16.0 (E) of this agreement when related to the same condition. The disability leave shall not extend past the approved S&A benefit period as determined by the carrier. As a condition of commencing and continuing this leave, the employee must provide the Employer with updated information every two weeks in writing, or as mutually agreed, concerning the employee's status and intention to return to work. An authorized Disability Leave shall automatically terminate at the end of any work week during which an employee fails to maintain required contact, or at the conclusion of the approved S&A benefit period.

Section 12. Medical Certifications and Examinations. The Employer may require as a condition of any medical related leave of absence a medical certification from the employee's physician setting forth the nature and reasons for the leave and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raises a question as to the employee's ability to perform their job, the health and safety of other personnel may be affected, or the employee is suspected of abusing such leave, the Employer may require a medical examination by its own physician, provided at the Employers expense. Depending on the situation, the employee may be required to take or remain on an applicable leave of absence.

## **ARTICLE 15 CLOTHING, CLOTHING ALLOWANCE AND CLEANING**

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

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

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

Section 4. Clothing and Equipment Allowance. The Employer shall provide up to the following amounts of money for the purchase of clothing and equipment for employees:

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

## **ARTICLE 16 INSURANCE**

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

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

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

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

An employee will be required to pay the full incremental buy up cost for any better plan the employee elects to enroll in. An employee who elects to enroll in a plan which is less expensive than the baseline (standard) plan will be required to pay only that portion of the illustrated rate that exceeds the Employer's contribution toward the baseline (standard) plan. The employee share of rates will be paid through automatic payroll deduction unless earnings are inadequate, in which case the employee must make arrangements for timely payment to the Employer.

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

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

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

50% Copayment 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 thirty (30) calendar days of continuous employment with the Employer.

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

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

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

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

Double indemnity for accidental death.

This coverage shall become effective on the first (1st) of the month following completion of thirty (30) 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 workdays), or the eighth consecutive day of disability due to illness or elective medical procedures. In order to qualify for benefits, the employee must submit a completed disability benefit claim form and establish to the satisfaction of the insurance carrier (or third party administrator if the plan is

not insured) that, after taking into account all reasonable accommodations that could be made, the employee is disabled from performing the essential functions of the employee's regular job and any other job offered by the Employer which the employee is otherwise qualified to perform. The Employer shall provide any written job descriptions necessary to determine the issue of disability. Benefits under this subsection are limited to a maximum of 26 weeks during any 12-month period, except that benefits relating to disabilities involving elective medical procedures are limited to a maximum of twenty-six (26) weeks in any two-year period. Benefits for disabilities caused by mental or emotional health problems may be conditioned upon the employee utilizing the Employee Assistance Program, in addition to other active treatment. The plan shall provide for a dispute resolution procedure.

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

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

G. 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, retires, or otherwise terminated beyond the date on which such leave of absence, 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 other 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 shall be eligible to receive a cash alternative in lieu of insurance coverage, in the amount of Fifty and 00/100 Dollars (\$50.00), each pay period (or such higher amounts as may be approved by the County for any County wide bargaining unit or the County non-union group), if the employee is not covered by the insurance of a relative whose premiums are paid by County or Court funds. Before any employee chooses to opt-out of the County insurance, the employee must provide proof of a reasonable level of health care coverage from another source.

## **ARTICLE 17 RETIREMENT**

Section 1. Calhoun County Defined Benefit Pension Plan. For Employees hired prior to March 1, 2020, 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. 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. Any Employee hired after February 29, 2020 is not eligible for participation in the Calhoun County Defined Benefit Pension Plan.

For Employees participating in Division 20: Effective at the beginning of pay period #1 of 2022, each participating Employee shall contribute 10% of their compensation (as defined under the Plan) toward the pension plan. The parties acknowledge and mutually agree that the 10% Employee contribution beginning in 2022 is intended to be the Employee contribution for future years as a result of the agreement to close the MERS pension plan to new hires in 2020.

For legacy Employees participating in Division 2: Employees will continue to contribute 12% of their compensation (as defined under the Plan) towards the pension plan, consistent with LOU 2003-2006 that established that the division was closed to new hires and the employee's contribution would be fixed at 12% for so long as the Employees remained in Division 2.

Employees entering the bargaining unit after January 1, 2004, who are not already participants in the MERS program applicable to the Sheriff's Department Non-Supervisory group are not eligible for any past service credits, except for individual purchases paid for personally by the employee in accordance with MERS standards. Employees retiring or otherwise leaving active employment with the Employer prior to the implementation date shall be entitled only to retirement benefits available at that time.

Section 2. Calhoun County 401(k) Savings Plan ("401(k) Plan"): All Employees are eligible to participate in the 401(k) Plan. All benefits shall be defined by and subject to the terms, conditions and limitations set forth in the 401(k) Plan, as it may be amended from time to time. Contributions to the Employee's 401(k) shall be made on a bi-weekly basis or as soon as otherwise administratively feasible.

For Employees hired after February 29, 2020 who do not contribute to, or receive a contribution under, the Defined Benefit Pension Plan (DB Plan), the Employer shall contribute an amount equal to each eligible Employee's elective contribution up to five percent (5%) of the Employee's compensation. For any Employee who does not participate in the DB Plan and contributes at least five percent (5%) of the Employee's compensation, the Employer will contribute an additional amount equal to two percent (2%) of the Employee's compensation, for a maximum Employer contribution of seven percent (7%). The Employer has no obligation to make any contributions to the 401(k) on behalf of Employees participating in the DB Plan hired prior to March 1, 2020 or to any Employee with a less than a .5 FTE status.

There shall be immediate vesting in all amounts contributed by the Employee, and vesting in the amounts contributed by the Employer shall be according to a schedule of forty percent (40%) after two (2) full years of service, sixty percent (60%) after three (3) full years of service, eighty percent (80%) after four (4) full years of service, and one hundred percent (100%) after five (5) full years of service. All forfeitures due to non-vesting shall accrue to the Employer.

Section 3. 457 Deferred Compensation Plan. All eligible Employees may voluntarily participate in the 457 Deferred Compensation Plan, in accordance with the terms of the plan.

Section 4. No Other Obligations. The obligations contained in this Article are in substitution for and shall be deemed to constitute complete satisfaction and settlement of any obligations or liabilities which the Employer has or may have had at any time under any prior retirement program.

The Union irrevocably waives any and all rights to bargain over any contributions, payments, or service credits related to the retirement plans, or any other change in the MERS retirement plan, through the end of year 2040, unless mutually agreeable between the parties.

## **ARTICLE 18 MISCELLANEOUS**

Section 1. Records. Paid Time Off and other benefits are computed and credited as part of the Calhoun County Human Resources Information System. Employees can access their account balances and other records through the Employee Self Service program associated with that system.

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

Section 3. Severability. During the life of this Agreement, if any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending

a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party herein, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for said provision.

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

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

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

Section 6. Substance Abuse Testing Program. The Employer may implement a mandatory substance abuse testing program (covering drugs and alcohol). The right to conduct testing under the program is independent of any authority granted by the federal Government, but the testing methodology shall be consistent with federal Department of Health and Human Service guidelines and certifications. The program may include (1) Applicant testing; (2) Random, unannounced testing; (3) Reasonable suspicion testing; (4) Accident or unsafe practice testing; (5) Voluntary testing, and (6) Testing as part of or as a follow-up to counseling, rehabilitation or last-chance agreements. A properly confirmed positive test establishing substance abuse, a refusal to submit to substance abuse testing or to provide a sample without good medical cause, or an established attempt to adulterate a sample or falsify results, constitutes just cause for termination. However, if a positive test result occurs in random or voluntary tests of an employee with seniority and there is no other evidence of violation of Departmental policies, procedures or regulations, a last chance agreement shall be offered to the employee. Such an agreement will include removal from active duty until the employee is medically certified as fit to return to work, participation in and successful completion of a rehabilitation program approved by the Employer, periodic unannounced follow-up testing, authorization for disclosure of relevant medical information to the Employer, and an agreement to termination of employment if the employee violates any provision of the agreement within three years. Such an agreement may, in the sole discretion of the Employer, be offered to other employees who are not entitled to an agreement under this section.

Section 7. Appointment of Emergency Manager. The parties acknowledge the existence of the Local Financial Stability and Choice Act, PA436 of 2012, as amended (“the Act”), to the extent it remains in effect during the term of the Agreement. Such acknowledgement does not constitute a waiver of the Union’s right to raise Constitutional and/or other legal challenges (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency manager; (2) PA 436 of 2012, as amended; or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This section shall immediately become null and void if the Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals, or federal court.

ARTICLE 19  
DURATION

This Agreement shall become effective as of January 1, 2025, and the terms and provisions hereof shall remain in full force and effect until 11:59 p.m., December 31, 2025, and from year to year thereafter unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the expiration date, giving written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.

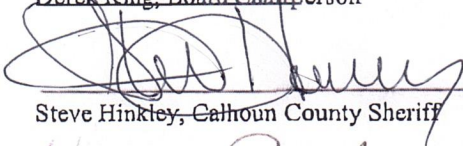
SIGNATORIES

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

FOR THE EMPLOYER:



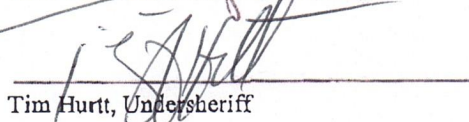
Derek King, Board Chairperson



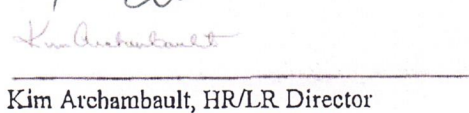
Steve Hinkley, Calhoun County Sheriff



Kelli Scott, Administrator/Controller



Tim Hurtt, Undersheriff

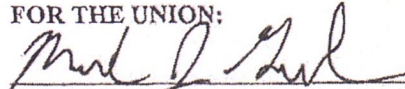


Kim Archambault, HR/LR Director

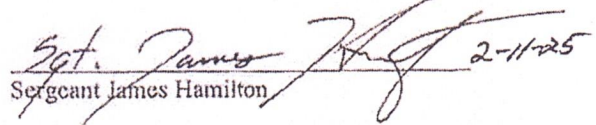
2/20/2025

Date

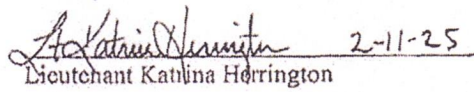
FOR THE UNION:



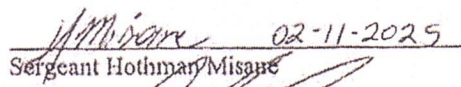
Michael Gerald, COAM Business Agent

 2-11-25

Sergeant James Hamilton

 2-11-25

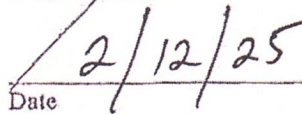
Lieutnant Katrina Herrington

 02-11-2025

Sergeant Hothmar Misane

 2-11-25

Sergeant Joel Flees

 2/12/25

Date

## **APPENDIX A**

### **WAGE SCHEDULE**

Effective January 1, 2025, the hourly wages shall increase by 2.5%, along with a 2.5% market adjustment, for a total of 5% over the 2024 rates as follows:

Sergeant	\$ 40.73
Lieutenant	\$ 43.98
Captain/Assistant Jail Administrator	\$ 47.50

## **APPENDIX B**

### **CLOTHING ISSUE**

All items will be issued/replaced on an as needed basis.

#### **Clothing**

- 4 pair of pants
- 4 short sleeve shirts
- 4 long sleeve shirts
- 1 fatigue pants/shirt
- \* Replace 1 uniform set annually

#### **Hardware**

- 1 name plate
- 1 shirt badge
- 1 coat badge
- 1 hat badge
- 2 neck ties
- 2 tie fasteners

#### **Footwear**

- 2 pair of footwear
- \*Replace 1 pair every two years

#### **Headgear**

- 2 Caps (1 Winter, 1 Summer)**

#### **Outerwear**

- 1 winter jacket
- 1 uniform raincoat and hat cover