

6/30/90

AGREEMENT

CHARLEVOIX COUNTY SHERIFF

AND

CHARLEVOIX COUNTY BOARD OF COMMISSIONERS

AND

MICHIGAN LAW ENFORCEMENT UNION

TEAMSTERS LOCAL 214

*Charlevoix County*

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University**

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A G R E E M E N T

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, between the CHARLEVOIX COUNTY SHERIFF, and the CHARLEVOIX COUNTY BOARD OF COMMISSIONERS, Charlevoix, Michigan (hereinafter referred to as the "Employer"), and the MICHIGAN LAW ENFORCEMENT UNION, TEAMSTERS LOCAL 214, affiliated with the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America, 2825 Trumbull Avenue, Detroit, Michigan 48216-1297 (hereinafter referred to as the "Union").

P R E A M B L E

The purposes of this Agreement include the promotion of harmonious relations between the Employer, its employees and the Union, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union agree to implement the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1

RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, during the term of this Agreement for those Employees of the Employer in a bargaining unit consisting of all full-time and regular part-time deputies, clerk-dispatchers and jail security officer, excluding the Sheriff and Undersheriff.

Section 2.

For purposes of this Agreement, the term full-time Employees means those Employees regularly scheduled to work at least forty (40) hours per week excluding overtime hours. Regular part-time Employees means those Employees regularly scheduled to work less than forty (40) hours per week.

Section 3.

For purposes of this Agreement, only full-time Employees shall be entitled to economic benefits set forth in this Agreement except as set forth in Article 21 pertaining to Wages. Provided that, the Deputy assigned responsibility for Beaver Island, not working full time or regularly scheduled, shall be entitled to fringe benefits as follows:

(a) Retirement benefits as set forth in Article 24 - in full.

(b) Life Insurance as provided in Article 25 - in full.

(c) Hospitalization and Medical care benefits as set forth in Article 25 - in full.

(d) Holidays and holiday pay - If holidays set forth in Article 23, Section 1, are worked, he shall be paid one and one-quarter (1-1/4) his hourly pay based on annual salary.

(e) Vacation periods shall be those set forth in Article 22, Section 1.

(f) Court and Funeral Leave as set forth in Article 12.

(g) Provided that the Beaver Island Deputy is eligible for the sickness and accident insurance as provided in Article 25 the Employer shall pay the premium for such insurance.

## ARTICLE 2

### UNION RIGHTS

#### Section 1.

The Union, as the sole and exclusive bargaining representative of the Employees, shall have the rights granted to them by applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of this Agreement.

## ARTICLE 3

### MANAGEMENT RIGHTS

#### Section 1.

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, which the Employer had prior to July 30, 1973, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers and authority include, but are not limited to, the right to manage its business, to determine the amount of supervision required, to direct, select, promote, decrease and increase the work force, the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, addition, replacement, and removal of equipment, the schedules, means and procedures of the operation, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of Employees, determine the qualifications of Employees and regulate quality and quantity of work.

#### Section 2.

The Union agrees to cooperate with the Employer at all times in maintaining discipline, and increasing efficiency and productivity.

Section 3. Rules

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations. Any complaint relative to the reasonableness or the application of any rule established after the date hereof, may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 4. Subcontracting

For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any non-department Employees if it would cause a layoff of any of the present Employees in the bargaining unit at the date of this Contract.

ARTICLE 4

EXTRA CONTRACT AGREEMENTS

Section 1.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the Employees covered by this Agreement; or any agreement or contract with the said Employees, individually or collectively, which in any way conflicts with the terms or provisions of



this Agreement; or which in any way affects wages, hours or working conditions of said Employees, or any individual Employee, which is a mandatory subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE 5

### UNION SECURITY

#### Section 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of Employees covered by this Agreement.

#### Section 2.

Membership in the Union is not compulsory. Regular Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an Employee as regards such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in the Union.

Accordingly, it is fair that each Employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(b) In accordance with the policy set forth in this Section, all Employees in the bargaining unit shall, as a condition of continued employment, pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. For present regular Employees, such payments shall commence on the effective date or on the date of execution of this Agreement, whichever is earlier, and for new Employees, the payment shall start thirty one (31) days following the date of employment.

(c) If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal and state law or shall be renegotiated for the purpose of adequate replacement.

### Section 3.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 129, provided, however, that the Union presents to the Employer authorizations, signed by such Employees, allowing such deductions and payments to the local Union. This may be done through the Steward of the Union. Said authorizations may be revoked at any time in writing.

(a) Amount of initiation fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Service fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

(c) Employer shall be held harmless and shall not be liable to the Union or the Employees for monies deducted in accordance with the certificate referred to in (b) above or for monies once remitted to the Union by first class mail, postage prepaid.

## ARTICLE 6

### UNION STEWARDS

#### Section 1.

Union Employees shall be represented by one Steward or alternate Steward. During periods of absence of a Steward, the alternate Steward shall represent the Employees. Stewards shall be regular full-time Employees and shall have completed a minimum of one year of continuous employment in the Sheriff's Department.

#### Section 2.

The authority of the Steward, or alternate, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Sheriff or his designated representative to do so. The Sheriff shall grant permission within a reasonable time, after the first hour of the

shift, for such Steward to leave his work for these purposes subject to overriding work consideration. The privilege of such Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The Steward, and alternate, may be required to record time spent. All such Stewards will perform their regular duties in addition to the handling of grievances as provided herein.

Section 3.

The Union will furnish the Employer with the names of its Stewards and officers who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

ARTICLE 7

SENIORITY

Section 1.

For purposes of determining salary level and layoff and recall, seniority shall mean the status attained by continuous full-time employment in the Charlevoix County Sheriff's Department and shall be measured from the most recent date of hire into the Sheriff's Department. For all other purposes, seniority shall

mean the status attained by continuous full-time employment by the County of Charlevoix and shall be measured from the most recent date of hire into County employment.

Section 2.

New Employees, whether or not they have previously been Employees of the County of Charlevoix, shall be probationary Employees for a period of one year following date of hire.

Probationary Employees shall have no seniority during their probationary period but, upon successful completion of the probationary period, their seniority shall date from their date of hire.

Probationary Employees shall be represented by the Union and shall be subject to the terms of this Agreement, except for matters involving discipline and discharge for reasons other than Union activity.

Section 3.

New Employees having prior law enforcement experience shall be given seniority, for pay purposes only, which, in the judgment of the Sheriff, properly reflects said Employee's value to the County. After such initial seniority has been determined the Employee's future wage changes shall be in accordance with this Agreement. Notwithstanding their prior law enforcement experience, such new Employees shall be subject to the probationary period set forth in Section 2.

Section 4.

Employer shall post in a conspicuous spot at the Sheriff's Department an up-to-date list of Employees in the bargaining unit in order of their most recent date of hire.

Section 5.

An Employee shall lose seniority for the following reasons:

(a) He quits, retires or is discharged from employment with the Sheriff's Department, provided that the discharge is not reversed.

(b) Except if due to a job related injury, he has been on sick leave or layoff for a period of time equal to his seniority or one (1) year, whichever is shorter.

Where an Employee is on leave due to a job related injury, seniority shall continue to accrue for all purposes under the contract not to exceed two (2) years. During the leave due to a job related injury, the Employer shall continue to pay premiums for accidental death insurance and premiums for health and accident insurance as mentioned in Article 25. Further, pension contributions will not be paid by the County on behalf of such Employee but such Employee shall be entitled to those benefits which continue in accordance with the terms and conditions of the Municipal Employees Retirement System, Benefit C-1. Further, the accumulation of seniority shall not continue beyond age sixty (60).

Present skill and ability means the Employee's present ability to perform the required job duties up to the standards of performance of an average Employee under normal supervision but without additional training. Disputes arising under this Section shall be first discussed at a special conference. If not resolved at the special conference, the grievance procedure shall be utilized with applicable time limits running from the conclusion of the special conference.

## ARTICLE 8

### SPECIAL CONFERENCES

#### Section 1.

Special conferences for important matters will be arranged between the Union and the Employer or his designated representative upon the request of either party.

#### Section 2.

Such meetings shall be between representatives of the Union and representatives of the Employer, provided 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 at times mutually agreeable. Bargaining unit Employees shall not lose pay for time lost in such special conferences. This meeting may be attended by a representative of the Local Union.

(c) He is absent from work for three (3) consecutive working days without notifying Employer.

(d) He accepts employment elsewhere while on leave of absence unless said employment was authorized as set forth in Article 19.

(e) He fails to return from layoff in accordance with the notification as set forth in Article 10 or fails to return immediately upon the expiration of a leave of absence.

(f) He has knowingly falsified his application for employment or other document relating to his employment.

Notice of loss of seniority under paragraphs (b), (c), (d) or (e) shall be sent to Employee by certified mail. Possession of a receipt for certified mail shall constitute proof of notice.

All notices shall be sent to the address provided Employer by the Employee, and Employer shall have no liability should said address be improper. (Failure to send said notice shall not void the provisions of this Article.)

#### Section 6.

Notwithstanding his position on the seniority list, the Steward shall, in the event of layoff for other than disciplinary reasons, be continued at work as long as there is a job in the department which he has the present skill and ability to perform and, if placed on layoff, shall be first recalled when there is a job for which he has the present skill and ability to perform.



ARTICLE 9

GRIEVANCE PROCEDURE

Section 1.

A grievance is an expressed violation of a specific Article or Section of this Agreement.

Section 2.

All grievances shall be settled only in accordance with the procedure set forth in this Article.

Section 3.

All grievances shall be handled in accordance with the following steps. All references in this Article relating to "days" shall mean calendar days excluding Saturdays, Sundays and holidays.

Step 1. By conference between the Sheriff and the aggrieved Employee. The Sheriff shall respond in writing within five (5) calendar days. Settlements at this step shall be in writing but shall be without prejudice and may not be used in either the grievance process or in arbitration.

Step 2. If the grievance is not settled at Step 1, within five (5) calendar days of receipt of the written response or within five (5) calendar days of the date when such response should have been made, the grievance shall be reduced to writing, signed by the aggrieved Employee and the Steward, and submitted with the Sheriff's response, if any,

to the Board of Commissioners. The grievance shall state the Articles or Sections of this Contract alleged to have been violated and shall set forth the facts giving rise to the grievance.

Except in cases involving suspension or discharge, the Commission or a properly authorized subcommittee shall meet within fourteen (14) calendar days of the presentation of the grievance to it for the purpose of considering the grievance. In cases involving suspension or discharge, the grievance procedure shall start at Step 2 and the Commission or subcommittee shall meet within seven (7) calendar days of the submission of the grievance to it. The aggrieved Employee, the Steward and/or the business representative and the Sheriff shall be present at said meetings. A written decision of the Commission shall be given within five (5) calendar days from the date of the meeting.

Step 3. If the grievance has not been settled in Step 2, the Union may submit such grievance to arbitration by delivering written notice of intent to arbitrate to the Sheriff within ten (10) calendar days after receipt of the Step 2 answer. If the parties have not mutually agreed to an arbitrator within twenty-eight (28) calendar days after the receipt of the notice of intent to arbitrate, the Union must, within the next seven (7) calendar days submit the matter to the American Arbitration Association in accordance with its Rules and Regulations, then obtaining. Such rules shall govern the arbitration hearing. The arbitrator shall have no

power to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expense of its own witnesses.

Section 4.

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than five (5) calendar days after the facts giving rise to the grievance have occurred. However, the parties may mutually agree to extend the time limits.

Section 5.

Any grievance not advanced to the next step in accordance with this Article shall be deemed resolved on the basis of Employer's last response.

Any grievance not responded to within the applicable time limits shall be automatically advanced to the next step of the grievance procedure.

Section 6.

Only one grievance shall be presented to an Arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.

Section 7.

Awards for back pay shall be limited to a period of thirty (30) calendar days prior to the first filing in writing of the grievance. Back pay shall be limited to the amount of wages for the Employee would have earned less any amounts received by him for other employment, including self employment, and less any amounts received by him as unemployment compensation, if any.

Section 8.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance, provided that the Employee consents. The examination of such records shall be at reasonable times at the place where the records are regularly kept unless the parties agree otherwise.

ARTICLE 10

LAYOFF AND RECALL

Section 1.

The word "layoff" means a reduction in work force due to lack of work or other legitimate cause.

Section 2.

For purposes of layoff and recall only, the bargaining unit shall be divided into two classifications as follows:

1. Deputy Sheriff (Certified)
2. Clerk-dispatcher and jail security personnel.

Only sworn deputies may be classified as Deputy Sheriff.

Layoff and recall shall be by classification.

Ordinarily, part-time Employees and probationary Employees shall first be laid off in that order, as determined by the needs of the Sheriff. Provided, however, that such Employees may not be first laid off if, due to geographical assignment or other special circumstances, duties performed by such Employees cannot or will not be performed by full-time Employees who have been given the opportunity to do so. It is recognized that full-time Employees undertaking such duties may be deemed to be part-time Employees during such period of employment.

As to the layoff of regular full-time Employees, seniority shall be of prime concern. Ordinarily, the last Employee hired within a classification will be the first to be laid off. The determination of the order of layoff shall not be arbitrary or capricious.

### Section 3.

Employees shall be given fourteen (14) days' notice of layoff.

### Section 4.

When the work force is increased following a layoff, the following procedure will be followed:

(a) Upon an increase in a job classification, Employees in that classification will be recalled in inverse order of their layoff, so long as the Employee to be recalled has the present skill and ability to perform the available work.

(b) Written notice of recall will be sent by certified mail to the last address provided the Employer by the Employee and shall inform the Employee of the date he should return to work, which shall not be less than five (5) days from the date of mailing. Possession by Employer of receipt for certified mail shall be conclusive proof of date of mailing. Employer shall have no liability for failure to notify any Employee of recall when such failure is due to the Employee's address being inaccurate.

#### Section 5.

Upon being notified of a layoff, a Deputy Sheriff may bump the least senior Employee in the "clerk-dispatcher and jail security personnel" classification, provided that the bumping Employee possesses the present skill and ability to perform the job duties of the Employee being bumped and provided that the bumping Employee is senior in seniority to such person being bumped.

The decision to exercise bumping rights shall be made within five (5) days of the notification of layoff and shall be in writing to the Sheriff. In the event the decision to bump is not

made within such five (5) days, the right to bump shall be forfeited.

For purposes of recall, an Employee occupying a position as a result of exercising his/her bumping rights shall be considered to be on layoff.

Section 6.

In the event the Sheriff has part-time work or special assignment duties during any period of time when an Employee is on layoff, such work shall be offered to those Employees on layoff in order of seniority. If such work is accepted by such Employee, it is understood that the Employee, in performing such work, is working in the capacity of a part-time employee and will be entitled to only those benefits to which a part-time Employee is entitled.

ARTICLE 11

SICK LEAVE

Section 1.

As of January 1 of each year, each Employee shall be credited with seven (7) paid sick days for use during the calendar year. If used for illness other than in connection with the eligibility period for the disability income plan, the used days shall be deducted from the eligibility period.

Section 2.

Except as provided for in Article 12, employees having

sick leave accumulated under prior contracts may use such sick leave for disability due to personal illness or personal injury. At any time after three (3) days absence due to disability because of personal illness or personal injury, upon Employers request in writing, an Employee on sick leave shall provide to Employer a statement from a doctor verifying disability. Provided, however, medical verification of disability may be required for absences immediately before or following an Employee's scheduled day or days off or where an Employee's attendance record shows frequent absences. In such cases, the Employee shall be notified of the need for verification prior to the absence for which the verification is required.

An Employee eligible for disability income insurance benefits may not use sick leave for any period of time which they are so eligible.

Section 3.

Employees shall notify the Sheriff, Undersheriff or dispatcher of inability to report to work. Notice shall be given as soon as the inability to report is apparent.

Section 4.

An Employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged one (1) full sick day if they leave before the completion of the first half of their scheduled



shift and one-half (1/2) day if they leave after the completion of the first half of their scheduled shift.

Section 5.

If an Employee leaves work due to an injury arising within the scope of employment, sick leave shall not be charged, except as provided in Article 14.

Section 6.

If, in the judgment of the Sheriff or Undersheriff, an Employee on the job is ill to the extent that such illness interferes with the satisfactory performance of his duties, the Sheriff or Undersheriff shall direct the Employee to a medical doctor of their choice for examination. The cost of the examination shall be Employer's.

If, in the opinion of the doctor, the Employee is unable to satisfactorily perform all of the duties required of his job, the Employee shall not return to work and the time off shall be charged to sick leave, if any is accumulated. If, in the opinion of the doctor, the Employee is able to satisfactorily perform all of the duties required of his job, he shall return to work with no loss of pay.

Section 7.

In the event of a dispute involving an Employee's physical ability to perform his job and the Employer or Employee is not satisfied by the determination of the examining physician,

the Employer or Employee may request a second examination by a doctor of choice, at the expense of the requesting party. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third (3rd) doctor chosen by the Employee's doctor and the Employer's doctor. The cost of this report shall be shared equally by the Employer and the Employee.

Section 8.

Sick leave days as set forth in Section 1 of this Article, shall not be cumulative from year to year. However, employees having accumulated sick leave as of the effective date of this Agreement may use such sick leave for disability as set forth in Section 2 of this Article and Article 14.

Section 9.

Upon death or retirement, employees having accumulated sick leave, will be paid twenty-five percent (25%) of said accumulation but not to exceed \$675.00.

ARTICLE 12

COURT AND FUNERAL LEAVE

Section 1.

Except when attending court immediately before or after scheduled working hours, an employee who, during non-scheduled working hours, must attend court as a result of his employment shall receive a minimum of two (2) hours' pay.

Section 2.

Provided that they attend the funeral, Employees will be granted, upon written request, without loss of pay, up to three (3) working days for leave because of death in the immediate family. In the event the site of the funeral is beyond 250 miles from the City of Charlevoix, Employees may use up to two (2) sick days, if accumulated, in addition to the three (3) days herein provided.

Immediate family is defined as spouse, parent, grandparent, parent of a current spouse, child, grandchild, brother or sister, step-parents and step-children. Step-brothers and step-sisters shall be included if the step relationship began before the Employee reached his 19th birthday and if the Employee resided in the same household with the step-sister or step-brother.

Section 3.

Provided that he attends the funeral, an Employee will be granted one (1) day leave with pay because of the death of a brother-in-law, sister-in-law or one-half (1/2) day for the funeral of a fellow Employee in the Sheriff's Department.

ARTICLE 13

MAINTENANCE OF STANDARDS

Section 1. Minimum Standards.

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions, all of which are described elsewhere in this Agreement, are

minimum standards in effect at the time of the signing of this Agreement, and may be improved voluntarily by the Employer, if possible. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Section 2. Past Practices.

There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than written agreements, if any, enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

ARTICLE 14

WORKERS' COMPENSATION

Section 1.

Employer shall provide Workers' Compensation benefits through insurance or other means in compliance with the Michigan Workers' Compensation Act. The Employer agrees to urge its Workers' Compensation insurer to process claims promptly.

Section 2.

In the event an Employee is disabled due to a work related injury and is disabled for a period of time less than that which would qualify him for Workers' Compensation, said period shall be treated as sick leave pursuant to this Agreement.

If the disability continues for such period of time that the Employee is entitled to Workers' Compensation benefits for that time initially treated as sick leave, the Employee shall reimburse Employer such money as was paid to him pursuant to sick leave provisions of this Agreement and shall have the sick leave charged him reinstated, unless the Employee chooses to supplement his Workers' Compensation benefits as set forth below.

Section 3.

An Employee receiving Workers' Compensation weekly benefits may, at the Employee's option, receive from the Employer a salary payment equal to the difference between compensation benefits received and the Employee's regular straight time salary. Such salary payment shall be made only if the Employee has accumulated sick leave and shall continue only so long as the Employee has accumulated sick leave. The salary payment shall be charged against the accumulated sick leave in the following manner until the sick leave is exhausted:

<u>Supplementary Salary in dollars</u>	<u>To</u>	<u>Sick leave days charged</u>
<u>More than</u>		
0	1/2 day pay	1/2
1/2	1 day pay	1
1	1-1/2 days pay	1-1/2
1-1/2	2 days pay	2

and continuing in the same progression.

Section 4.

Upon regaining the ability to satisfactorily perform all

of the duties of his job, the Employee shall be returned to work at such job so long as the Employee is senior to at least one employee in his job classification. Provided, if the Employee is the least senior in his job classification, he shall be returned to work if work is available. If work is not available, he may be placed on layoff in accordance with Article 10.

## ARTICLE 15

### BOND AND LEGAL ASSISTANCE

#### Section 1.

Should the Employer require any Employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. Inability to obtain a bond from Employer's usual bonding company source within thirty (30) days on a particular Employee, or cancellation of a bond on any Employee after one has been issued, shall be just cause for discharge of such Employee; except that if Employee is able to make his own bonding arrangements with a duly licensed bonding company within thirty (30) days after Employer requests him to do so, such a bond will be accepted. Any excess premium over standard premium shall be paid by such Employee. "Standard premium" shall be that premium paid by Employer to its bonding source for bonds applicable to other Employees in similar classifications.

#### Section 2.

Except in the event the Employee enters into litigation against the Employer, Employer shall provide the legal services of

an attorney of its choice for the defense of any Employee needful of such services as a result of acts occurring in the performance of law enforcement duties and responsibilities. Except that where the need for legal services arises from circumstances such that the risk is covered by insurance, the Employer shall not be obligated to provide legal services.

## ARTICLE 16

### STRIKES AND SLOWDOWNS

#### Section 1.

Understanding that the proper method of settling grievances is as set forth in this Agreement, and that strikes or other refusal to provide full and complete services to the public is not in the best interests of the public or the County of Charlevoix, it is agreed that there shall at no time be strikes, slowdowns, tie-up of equipment, walkouts or other deliberate withholding of services by members of the bargaining unit, either individually or collectively.

#### Section 2.

The Union, its officers, employees, or agents, shall not promote, encourage or advocate a violation of Section 1 of this Article.

#### Section 3.

In the event there is a violation of this Section, the

Union shall, when requested by Employer, take the following action:

(a) Within sixteen (16) hours of a request by Employer, notify, in writing, each of its members that such activity is unauthorized by the Union, that such activity is a violation of the Contract, that such activity, in and of itself, is proper grounds for discharge, and that each Employee is to immediately cease such activity.

(b) At the request of the Employer, and if such proceedings are provided for, institute internal Union disciplinary proceedings against each member in violation. In the event of a violation of this Section, the Employer shall have the sole and complete right to discipline, including discharge.

Provided that the Union complies with this Section, it shall have no liability for the violation by its members of Section 1 of this Article.

## ARTICLE 17

### DISCHARGE AND RELIEVING OF DUTY

#### Section 1.

Employer shall not discharge or discipline any Employee without just cause. Prior to discharge, the Sheriff shall make appropriate investigation of the facts which are the basis for discharge. Such investigation shall be made as quickly as reasonably possible taking into account the seriousness of the disciplinary action and the complexity of the circumstances.



In such investigation, the Employee being considered for discharge or discipline has the right to state his/her case to the Sheriff and present any evidence then available. Further, in such investigation, the Sheriff has the right to require of said employee a statement of his/her case and access to evidence available to or under the control of said Employee.

Upon the discharge of any Employee, the Employer shall notify, in writing, the Union and the Steward of the fact of discharge and the charges and facts supporting the discharge.

Disciplinary action other than discharge shall be reported to the Steward only.

#### Section 2.

Following the investigation by the Sheriff, the Employee considered for discharge or discipline shall not be required to make any statement prior to the hearing called for in Article 9. The Employee may be represented at such hearing by the Steward or any member of his own choosing.

#### Section 3.

Any Employee against whom charges have been made may be either relieved of duty or suspended pending investigation of such charges. Whether an Employee so charged is relieved of duty or suspended is the sole choice of the Sheriff and his decision is not subject to arbitration.

If an Employee is relieved of duty, he shall remain on the payroll at his regular salary and shall perform such duties, or no duties, as directed by the Sheriff.

If an Employee is suspended, he shall be removed from the payroll and shall turn in all departmental equipment. In the event the Employee is exonerated, he shall be reinstated with back pay based on regular hours (excluding overtime) and with other benefits and seniority as though he had not been suspended.

In the event the Employee is not exonerated of the charges, he shall not be entitled to any benefits lost during the suspension and shall be discharged as of the date of the suspension.

#### Section 4.

"Just Cause" for purposes of discharge includes, but is not limited to, the following:

(a) Dishonesty

(b) Recklessness during working hours resulting in serious accident.

(c) During scheduled working hours, being under the influence of intoxicants, including, but not limited to, alcoholic beverages, or drugs, other than those being taken by the direction of a physician. In the event an Employee is charged with being under the influence of alcoholic beverages, he shall immediately submit to a breath test for the purpose of determining the amount of alcohol in his blood. If the result of such test reveals that the amount of alcohol

in the Employee's blood is 0.08 percent or more or greater than the statutory standard, whichever is less, he shall be deemed to be under the influence of intoxicants. In the event the Employee refuses to take a breath test immediately, such refusal shall be grounds for discharge.

(d) During scheduled work hours, the consumption or use of intoxicants other than as provided by a physician.

(e) Unauthorized carrying of passengers in motor vehicles used in Employer's business.

Factual disputes regarding discharge shall be resolved through the grievance procedure.

## ARTICLE 18

### PROMOTIONS

#### Section 1.

The Sheriff, with concurrence of the Board of Commissioners, will make permanent promotions within the bargaining unit available to Employees who possess the ability and training for the job under consideration. All such promotions will be made in accordance with the following factors:

(a) Permanent job openings shall be posted on the bulletin board for three (3) calendar days. Employees desirous of competing for the job shall personally advise the Sheriff in writing prior to the expiration of three (3) days. Failure to properly advise the Sheriff within the three (3) day period shall preclude consideration for the job.

(b) Each applicant shall take the same written and/or oral examination based upon the job requirements of the position to be filled.

(c) Each applicant shall be evaluated on the following criteria:

(1) Appearance

(2) Attitude toward peers, supervisors, public and prisoners, including but not limited to attendance at work, punctuality, courtesy, understanding and ability to work with peers, supervisors and the public.

(3) Professional skills, including but not limited to the completion of assigned duties in a satisfactory manner and ability to accurately and completely report both verbally and in writing.

(4) Initiative, including but not limited to the ability to follow through with assignments with minimal supervision, to initiate activities beneficial to the Department and to deal with unusual and/or stressful circumstances.

Each of the above criteria will be assigned a point value as follows:

	<u>Poor</u>	<u>Below Average</u>	<u>Average</u>	<u>Above Average</u>	<u>Excellent</u>
Appearance	0-2	3-4	5-6	7-8	9-10
Attitude	0-6	7-12	13-18	19-24	25-30
Professional Skills	0-6	7-12	13-18	19-24	25-30
Initiative	0-6	7-12	13-18	19-24	25-30

(d) The oral/written test shall have a maximum value of 100 points and shall have a minimum passing level. The Employee attaining the highest number of points combining the test results and the criteria of subsection (c), who also achieves the minimum passing level of the test shall be awarded the promotion.

Section 2.

The performance by any Employee on the examination for a given position shall not be used for any position other than the specific position for which the examination was given.

Section 3.

The posted position must be filled within thirty (30) days from the results of the examination unless the position is eliminated or unless a grievance regarding the examination is filed. In the event such a grievance is filed, the position need not be filled until resolution of the grievance.

Section 4.

In the event no present Employee, having achieved a passing grade on the examination, possesses the skill and ability required to perform all of the requirements of the position, or in the event no present employee seeks the position within the posting period, the Sheriff may hire a new Employee for such position.

Section 5.

If within ninety (90) days the Employee is unsatisfactory in the new position, he will be returned to his former position without loss of seniority. The evaluation of performance shall not be arbitrary or capricious.

Section 6.

Upon the satisfactory completion of ninety (90) days in the posted job, the Employee shall receive the rate of pay called for in that job, commencing with first day of assuming the position.

Section 7.

Temporary promotions and job assignments pending permanent promotions and job assignments shall be made at Employer's discretion.

ARTICLE 19

LEAVES OF ABSENCE

An Employee desiring a leave of absence from his employment shall request such leave, in writing, which shall state the reason for such leave and the desired duration. Such leave shall be granted at Employer's discretion. Use of said leave of absence for other than the authorized reason should be grounds for discipline up to and including discharge.

ARTICLE 20

HOURS OF WORK

Section 1.

The normal work day shall consist of eight (8) hours of work including a meal period of one-half (1/2) hour.

Section 2.

A work week shall be a period of seven (7) consecutive calendar days. It is not required that all Employees be scheduled to work in the same work week as all or any other Employees. It is anticipated that different Employees will have different work weeks.

Section 3.

The normal work schedule shall be five (5) consecutive work days and two (2) consecutive rest days within a work week. However, this work schedule may be varied when necessary to achieve variation in the days of the week upon which the rest days fall.

Section 4.

(a) Employees may be required to work overtime but shall not work overtime without authorization from the Sheriff or, in his absence, the Undersheriff.

(b) If work is necessary and will not be performed by on-duty personnel, it will be offered on a rotation basis in order of seniority and classification needed. If offered and refused,

the overtime will be charged to the refusing person. If all initially refused, it may be assigned in inverse order of seniority and classification.

Section 5.

Upon the completion of nine months of employment, an Employee shall be given preference of shifts in accordance with the following:

(1) Shift preference shall be communicated in writing to the Sheriff during the first ten days of April and October of each year. Shift changes, if any, shall be implemented on the 15th of April and October each year. Failure to timely submit shift preference shall constitute a waiver of all shift preference rights until such time as shift preferences may again be timely submitted.

(2) Shift assignments shall be by expressed preference based upon seniority provided that (a) the granting of such preference will not in the view of the Sheriff be detrimental to the operation of the department and (b) the granting of such preference is compatible with the job assignment of such Employee.

(3) In the event the shift of any Employee is changed either for the purpose of changing a situation detrimental to the operation of the department or for the purpose of fitting the Employee's job assignment, ten calendar days advance notice shall be given the Employee.



(4) Shift changes not to exceed thirty continuous days may be made when required by the exigencies of law enforcement requirements including, but not limited to needs created by absences of Employees. As much advance notice as is reasonable under the circumstances will be given.

(5) During the first nine months of employment, any Employee may be assigned to any shift even though a more senior Employee may have requested such shift and, as a result of such assignment, is not assigned to that shift.

#### Section 6.

It is the intent of the Sheriff to keep in effect the present work schedules. However, the Union recognizes that changing circumstances, including but not limited to absences and changes in manpower level, may require changes in the schedules. The Sheriff will notify the Union not less than ten days before implementing any permanent change. If the Union requests, the Sheriff will meet with the Union during the notice period to discuss the effects of the change. Nothing in this section shall be construed to limit the right of the Sheriff to make schedule changes.

### ARTICLE 21

#### WAGES

#### Section 1.

Employees covered by this Agreement shall be paid an

in except that the Beaver Island  
(1/2) of the Deputy schedule rate.

<u>1988</u>	<u>1989</u>
22,822	23,735
20,291	21,102
17,925	18,642
15,416	16,033

<u>1988</u>	<u>1989</u>
19,307	20,079
17,451	18,149
16,263	16,913
15,075	15,678
12,648	13,154

imum rate for their classification  
ive pay increases on July 1, 1987  
nt year.

maximum rate for their classifica-  
ll receive an initial increase  
ll receive subsequent increases on  
y date until they reach maximum for  
fter, pay increases shall be on July

eight (8) in one (1) day or  
yee shall be paid one and one-  
of pay based upon his annual  
ight (8) in one day or forty  
additional pay where such hours

s promoted to a classification  
that classification which is  
id his present salary or the  
n to which he is promoted,  
e rate of pay shall progress  
mployee's time in that classi-  
e would result in a decrease  
l remain the same.

ore or after scheduled hours,  
d to work is called in to  
ed a minimum of two (2) hours  
e Employee shall perform  
: minimum.

Section 5.

In the event an Employee is overpaid or otherwise receives benefits to which (s)he is not entitled, the Employer is authorized to deduct from the Employee's wages the overpayment or the value of the benefits received.

If there is a dispute either as to whether the Employee was entitled to the overpayment or the benefits, such dispute must be raised by the Employee through the grievance procedure. If so raised, the Employer's right to deduct shall not be effective until the dispute is resolved through the grievance procedure.

If the amount to be repaid is Twenty Five Dollars (\$25.00) or less, it will be deducted from the next paycheck. If the amount to be repaid is more than Twenty Five Dollars (\$25.00) and less than Fifty Dollars (\$50.00), it will be deducted in approximately equal amounts from the next two paychecks. If the amount to be repaid is Fifty Dollars (\$50.00) or more, it will be deducted in amounts of Twenty Five Dollars (\$25.00) per paycheck with any remainder of not more than Twenty Five Dollars (\$25.00) to be deducted from the final paycheck necessary to complete repayment.

ARTICLE 22

VACATIONS

Section 1.

Employees shall be entitled to vacation with pay in accordance with the following schedule:

Seniority

Vacation Period

1 Year	5 working days
2 Years	10 working days
5 Years	15 working days
10 Years	20 working days
11 or more years -	Add 1 day of vacation period for each year up to a maximum of 30 working days vacation period.

Section 2.

The vacation period to which an Employee is entitled will be determined by his seniority based upon his most recent date of hire.

Section 3.

Vacation pay shall be based upon the Employee's annual salary in effect at the time of scheduling.

Section 4.

Vacations will be scheduled by Employer. Seniority and expressed preferences will be considered in scheduling. Employees shall submit to the Sheriff on or before March 15 of each year their preferences for vacation. Preferences submitted after that date shall be considered in chronological order, regardless of seniority, but after all those submitted before that date.

Section 5.

Vacation periods shall not accumulate nor carry over from one anniversary year to the next unless a vacation period

within the anniversary year is denied at the convenience of the Employer.

Section 6.

Upon discharge for just cause, or upon quitting without at least thirty (30) days' notice to the Sheriff, or under circumstances set forth in Article 7, Section 5(b) through (f), an Employee shall not be entitled to receive pay for unused vacation to which he may be entitled. Upon termination for other reasons, Employees shall be entitled to pay for unused vacation to which they are entitled.

ARTICLE 23

HOLIDAYS

Section 1.

The following days shall be designated and observed as holidays:

New Year's Day  
Memorial Day  
Independence Day  
Good Friday  
Labor Day  
Thanksgiving Day  
Christmas Day  
Employee's Birthday  
Veteran's Day  
Easter

Section 2.

Employees who work on a holiday shall receive eight (8) hours straight-time pay as holiday pay, plus one and one-half

(1-1/2) hours pay for each hour worked. Said hourly pay shall be based upon the annual salary in effect on said holiday.

Employees who do not work on a holiday shall, at Employer's option, receive either eight (8) hours compensatory time off or eight (8) hours straight-time pay.

#### ARTICLE 24

##### RETIREMENT BENEFITS

Employer shall continue in full force and effect for all regularly employed full-time Employees for the duration of this Agreement the retirement benefits presently provided.

#### ARTICLE 25

##### HOSPITALIZATION AND LIFE INSURANCE

###### Section 1.

During the term of this Agreement, Employer shall continue in force for all regularly employed full-time Employees \$10,000 AD&D Insurance through the National Sheriff's Association.

Premiums for such insurance shall be paid by the Employer.

###### Section 2.

During the term of this Agreement, Employer shall provide for all regularly employed full-time Employees insurance as follows:

- (a) Blue Cross-Blue Shield MVF-1

(b) Master Medical - Option 2

(c) Prescription Rider - \$2.00 Co-Pay

or substantially equivalent insurance plans through an insurance carrier of Employer's choice.

### Section 3. Dental Insurance

Effective July 1, 1985 the Employer shall provide for eligible Employees Plan C, Delta Dental Plan of Michigan, generally described as follows:

#### PLAN C

Class I, preventive, diagnostic and emergency palliative - 100 percent; the balance of Class I Benefits including radiographs - 50 percent.

Class II, prosthetics - 50 percent.

Maximum Contract Benefit - \$750 per person total per contract year on Class I and II Benefits.

### Section 4. Sickness and Accident Insurance

Provided that all eligible employees enroll, as soon after execution of this Agreement as reasonably possible, the Employer shall provide for eligible employees a sickness and accident insurance program generally described as follows: (a) disability income equal to 60% of basic weekly earnings up to \$400.00 per week, (b) disability income benefit starting the first (1st) day of disability absence due to injury or on eighth (8th) day of disability absence due to illness, (c) twenty-six (26) week maximum indemnity period, (d) Life Insurance of not less than \$7,000 with not less than an additional \$7,000 accidental death and dismemberment.

Section 5.

The Employer's obligations under Sections 1 through 4 of this Article are limited to the timely payment of premiums when due. Benefits provided shall be as set forth in the relevant policies of insurance.

ARTICLE 26

GENERAL PROVISIONS

Section 1. Equipment

(a) Employer shall not require that an Employee operate in the line of duty a vehicle reported to be not in safe operating condition. Upon such refusal, the Sheriff or, in his absence, the Undersheriff, shall, as soon as practicably possible, deliver the vehicle to a reputable automobile dealer of Employer's choice who shall determine whether the vehicle is in safe operating condition. If he determines that the vehicle is in safe operating condition, the Employee shall operate it.

(b) Employees shall report immediately or at the end of his shift all defects in or damage of equipment. Reports shall be made on forms provided by Employer and a copy shall be given to the Employee.

Section 2. Accidents

Employee shall report immediately the occurrence of any accident in which he is involved and the nature and extent of personal injury or property damage. Employee shall provide in



writing a report of said accident incorporating all information requested by Employer.

### Section 3. Darkness

During hours of darkness, to the extent reasonably necessary in the judgment of the Sheriff, based upon such factors as anticipated work load due to the day of the week and/or time of the year, a certified Deputy will not be assigned to road patrol alone.

### Section 4. Facilities

Employer will furnish wash and locker facilities at the Sheriff's Department. Upon notification of the Employee or, in the event he cannot be reached, the Steward, the Sheriff shall have access to lockers. The Employee whose locker is to be opened or, in his absence, the Steward shall have the opportunity to be present at the opening.

### Section 5. Transportation

Where an Employee is directed by Employer to use his own transportation, he shall be reimbursed the sum of twenty-one (21) cents per mile.

### Section 6. False Arrest Insurance

Employer shall maintain as to those Employees who are subject to the hazard of false arrest the presently in force insurance protection against false arrest with limits of One

Hundred Thousand Dollars/Three Hundred Thousand Dollars  
(\$100,000.00/\$300,000.00).

Section 7. Furnishing of Equipment

Employer shall furnish all required equipment necessary for the performance of Employee's duties.

Section 8. Education

(a) An Employee required by Employer to attend any school shall continue to receive his salary during schooling. However, during schooling the Employee shall not be entitled to overtime pay.

(b) Employer will provide tuition, reasonable expenses, required text books and transportation for required schooling. In the event the Employee is required to provide his own transportation for schooling, he shall be reimbursed at the rate of fifteen (15) cents per mile for necessary trips to and from the school site.

Section 9. Service Records

Employer agrees to keep records of service reflecting the performance of each Employee, including, but not limited to, citations for meritorious service awarded to those Employees so entitled.

Neither the County nor its Employees shall disclose as a matter of public record all or any portion of the contents of an Employee's personnel record except (1) pursuant to lawful order,

(2) with the written consent of the Employee, or (3) in conjunction with a grievance procedure as set forth in this Contract.

Section 10. Visits of Union Representatives

Authorized representatives of the Union shall be permitted to visit the operation of Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement. Provided, that such visits shall not interfere with the duties of the Employees, and that at least forty-eight (48) hours prior to such visit, but during the hours, 8:00 a.m. to 5:00 p.m., the Union will arrange with the Sheriff for the time and place of the visit.

Section 11. Reorganization of Sheriff's Department

Employer reserves the right to unilaterally reorganize the Sheriff's Department. In the event the reorganization significantly changes job duties or creates new jobs, the Union shall be notified of the changes at least thirty (30) days prior to said changes. Upon request of the Union, Employer and Union shall discuss the rate of pay and conditions of employment for such jobs in a special conference pursuant to Article 8. In the event no agreement is reached within thirty (30) days from the date of notifying the Union, the Employer shall set the rate of pay and conditions of employment. Said rates of pay and conditions of employment shall be subject to the grievance procedure. For purposes of this Article, the time limit for filing a grievance

all commence with the conclusion of the special conference or  
e date of notice to the Union, whichever is later.

Section 12. Uniforms

All Employees shall receive the following uniforms,  
which shall be replaced by Employer as needed:

- (a) Probationary Employees: 2 pants, 2 winter shirts,  
2 summer shirts
- (b) Permanent Employees: 4 pants, 4 winter shirts, 4  
summer shirts

Employer will provide, when necessary, suitable

linwear.

On the first pay period following January 1, 1985,  
Employer shall pay to each regularly employed full-time Employee  
the sum of \$150.00 for the purpose of uniform maintenance. On the  
first pay period following January 1, 1986 and January 1, 1987  
Employer shall pay to each regularly employed full-time Employee  
the sum of \$200.00 for the purpose of uniform maintenance.

Section 13. Rest Periods

Employees shall be granted a minimum rest period of  
eight (8) hours before having to report back to duty, except in  
cases of emergency.

Section 14. Targets and Ammunition

The Sheriff will make available a gun range for practice

ARTICLE 27

SEPARABILITY CLAUSE

It is mutually agreed that if any Section of any Article of this Agreement is declared null and void, the remaining Articles and Sections thereof shall remain in full force and effect.

In the event any State or Federal authority has enacted or shall enact any legislation or has promulgated or shall promulgate any rules or regulations which make illegal any provision of this Agreement, such provision shall, on ten (10) days notice by either party, be subject to negotiation by the parties in order that such offending provisions may be modified or deleted, as the case may be, to conform to such legislation, rules or regulations.

ARTICLE 28

DURATION, TERMINATION AND MODIFICATION  
OF THIS AGREEMENT

Section 1.

This Agreement shall be effective as of its date of execution except for those provisions relating to wages as set forth in Article 21 which shall be effective July 1, 1987.

This Agreement shall expire at midnight, June 30, 1990.

Section 2.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year

to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

### Section 3.

If either party desires to modify, alter, renegotiate, amend or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by agreement or withdrawal at that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

### Section 4.

Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union, In care of: The Michigan Law Enforcement Union, Teamsters Local 214, affiliated with the International

Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 2825 Trumbull Avenue, Detroit, Michigan 48216-1297, and if to the Employer, addressed to Charlevoix County Sheriff, Charlevoix, Michigan, or to any other such address the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

CHARLEVOIX COUNTY BOARD OF COMMISSIONERS

TEAMSTERS UNION, LOCAL 214  
LAW ENFORCEMENT DIVISION,  
MICHIGAN LAW ENFORCEMENT UNION

By \_\_\_\_\_  
George Lasater  
Sheriff

By \_\_\_\_\_  
Paul Gully  
Business Representative

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Steward

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Steward