

281

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

(Arbitration Pursuant to Act 312, P.A. 1969, as amended)

In the Matter of Arbitration Between

GRAND TRAVERSE COUNTY
SHERIFF'S DEPARTMENT

Public Employer,

MERC
Case No. G83 A-126

and

TEAMSTERS LOCAL 214

Labor Organization.

OPINION AND AWARD

Arbitration Panel:

Robert F. Browning, Impartial Chairman
K. Ross Childs, Employer Delegate
Joseph Valenti, Labor Organization
Delegate

Representing Employer:

Ralph Soffredine
Joseph Smith

Representing Labor Organization:

Paul Gully
Robert Walters

B.E. G. M. Ryp

INTRODUCTION

Prior to the Hearing held on January 31, 1984, at the Lansing office of the Michigan Employment Relations Commission, the parties and the arbitration panel met for a pre-hearing conference which was held at the Governmental Center, Traverse City, Michigan, on January 9, 1984.

ISSUES

Minutes of the pre-hearing conference held January 9, 1984, as prepared by Panel Member K. Ross Childs and submitted to the Panel and the parties are as follows:

The preliminary meeting was specifically called for the purpose of reviewing the items to be submitted to the panel. It appeared that the remaining issues centered around the wage issue which was also closely tied to the full payment of retirement

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G83 A-126

benefits. A second issue concerned promotional procedures both to sergeant and lieutenant. It was also recognized that the arbitration was requested pertaining to the 1983 Contract and it would therefore be appropriate to consider the extension of the award so as to cover 1984 as well.

With the above as the background for discussions, the Union and the County proceeded to review the recent final positions as offered by each party. It was clarified that the County's offer of four (4) percent in 1983 had been paid to the employees during calendar year 1983 with full retroactivity to January 1, 1983.

The following is proposed as a compromise position which would be acceptable to both parties and presented to the full panel on January 31, 1984, for consideration of the award.

1. The wage increase for 1983 will be four (4) percent considering also the implementation of the same was retroactive to January 1, 1983.

2. The wage settlement for 1984 will provide the following maximum salaries as of January 1, 1984, for each of the classifications listed below:

Deputy	\$21,800.
Corrections Officer	\$21,170.
Mechanic	\$18,700.
Clerk/Matron	\$16,500.
Sergeant	\$24,000

KRB [Signature]

The County will prepare steps within each range in accordance with the current existing percentages providing for increments at commencement of employment, six (6) months, 1, 2, 3, and 4 years.

3. The County will implement fully paid pension benefits effective with the payroll commencing August 20, 1984.

4. Promotional procedures for Sergeant will carry the factors of fifty (50) percent written exam, thirty (30) percent oral, twenty (20) percent performance. It is noted that in the performance evaluation the evaluators will be limited to using data from previous evaluations that is no older than two (2) years.

5. The County will provide language pertaining to the promotion for the position of Lieutenant which shall provide for an internal and an external review board with the final selection from those candidates recommended by the review boards to the Sheriff.

6. It is recognized by the Union that the position of Corrections Officer is an entry level classification.

7. All remaining items as contained in written notations of the April 13, 1983, negotiation session and in the September 2, 1983, communication from K. Ross Childs to Mr. Paul Gully are also approved with the exception that the approval as stated in the April 13, 1983, document pertaining to call back will prevail over the modified position in the September 2, 1983, communication.

It appears from the above that members of the panel will meet on January 31, 1984, at 2:00 P.M. and place the above positions on the record and will participate in the finalization of an award.

STIPULATIONS, FACTS AND AWARD

It must be noted that Act 312 of 1969, as amended, specifically provides that one of the bases that a Panel may use in formulating an award is stipulations entered into by the parties.

The Panel recognizes that the legislature drafted and enacted the Act 312 of 1969, Public Act, as amended to accomodate such agreements. In this case the parties were able to resolve the issues between them and able to stipulate to the terms of an award and entire agreement. The work out of the issues achieved by the parties has saved them and the State of Michigan further amounts of time and expenses.


There is no doubt in the Chairman's mind that an agreed to Collective Bargaining Agreement is better for the parties and thier relationship than any other agreement that may have been the result of this Panel's actions.

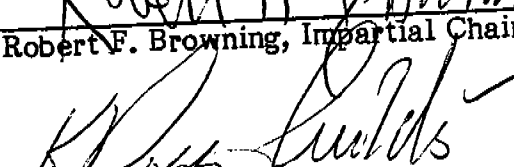
The parties stipulated that the new Agreement will be for a two-year term, January 1, 1983, through December 31, 1984, and will be made up of the prior Agreement between the parties and the issues as resolved.

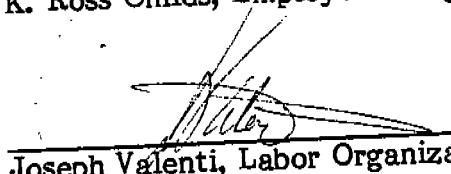
The 1983-84 Agreement as negotiated and approved by the parties for submission to the Arbitration Panel and the parties stipulations on the record are, in the opinion of the Panel, fair and amicable solutions for the disputes which they have eliminated.

Therefore, this Panel does recognize the "Agreement" arrived at by the parties and attached hereto, and adopts the "Agreement" as the Panel's Decision and Award in this case.

SIGNATURE OF THE PANEL


Robert F. Browning, Impartial Chairman


K. Ross Childs, Employer Delegate


Joseph Valenti, Labor Organization Delegate

Lansing, Michigan
January 31, 1984

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS AND THE SHERIFF

OF

GRAND TRAVERSE

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

TABLE OF CONTENTS

<u>PAGE</u>	<u>ARTICLE</u>
1	Agreement
3	I Recognition
5	II Management Rights
6	III Union Security
8	IV Representation
9	V Conferences
10	VI Grievances
13	VII Arbitration
14	VIII Discipline & Discharge
16	IX Layoff & Recall
18	X Leaves of Absence
22	XI Seniority
24	XII Longevity Compensation
25	XIII Hours of Work, Premium Pay & Shift Preference
28	XIV Holiday Pay
30	XV Vacation
33	XVI Maternity Leave
34	XVII Bereavement Pay
35	XVIII Sick Leave Pay
37	XIX Insurance & Pension
40	XX Vacancy & Temporary Transfer
41	XXI Life Insurance
42	XXII Clothing Allowance
43	XXIII Uniforms & Equipment
44	XXIV General
51	XXV Promotions
54	XXVI Savings Clause
55	XXVII Maintenance of Standards
56	XXVIII Termination
57	Wages
58	I ADDENDUM I - Recognition
59	II Non-economic Provisions
60	III Economic Issues

AGREEMENT

This Agreement entered into this _____ day of _____, 19____, between the Board of Commissioners and the Sheriff for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Teamsters Local Union 214, Law Enforcement Division, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This Agreement entered into by the Board of Commissioners and the Sheriff for the County of Grand Traverse, hereinafter referred to as the Employer, and the Teamsters Local 214, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that 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 encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the services provided by the County under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I
RECOGNITION

Section 1. Collective Bargaining Unit.

The Employer hereby agrees to recognize as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

All full time and regular part time employees of the Sheriff's Department of Grand Traverse County, excluding Sheriff, Undersheriff, Lieutenants, Sergeants, Reserves, Building Maintenance, Executive Secretary and other temporary employees.

Section 2. Definitions.

The terms "Employee" and "Employees" when used in this Agreement, shall refer to and include only those permanent full-time employees and regular part-time employees who are employed by the County in the collective bargaining unit set forth. For purposes of this Agreement, the following definitions are applicable:

A) Permanent Full-Time Employee:

A permanent full-time employee is an employee who is working the official work week on a regular schedule at a job classified by the County as permanent.

B) Regular Part-Time Employee:

A regular part-time employee is an employee who is working less than full time requirements of that position.

Section 3. Temporary Employees:

The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement. It is agreed between the parties that the temporary employees shall not be used to displace full-time employees in the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

Section 1.

The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of service it shall provide, including the scheduling and means of providing such services, to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship; and all other rights and prerogatives, including those exercised in the past, and those rights which are contained in the Michigan Constitution and the various statutes of the State as they may relate to the Office of the Sheriff, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.

The Employer retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

ARTICLE III

UNION SECURITY

Section 1. Agency Shop:

As a condition of continued employment, all employees included in the Collective Bargaining Units set forth in Article 1, thirty-one (31) days after the start of this employment with the County shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 2. Union Membership:

Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to 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 various Collective Bargaining Units without regard to whether or not the employee is a member of the Union.

Section 3. Checkoff:

A) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee equivalent from the pay of each employee who executes and files with the County a proper checkoff authorization form shall be used exclusively and shall be supplied by the Union.

B) Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Union. Each employee hereby authorizes the Union and the Employer without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the

adopting action such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

C) A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

D) Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.

E) 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.

F) The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

G) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

ARTICLE IV
REPRESENTATION

Section 1. Stewards:

The Employer agrees to recognize one (1) Chief Steward and three (3) alternate Stewards. Said Stewards being members of the Bargaining Unit with two or more years of service and elected by the Bargaining Unit. The duties of the Stewards shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure. In addition, the Stewards will be expected to constitute the Bargaining Unit for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the Chief Steward and Stewards for all reasonable lost time from their regular schedule of work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. A maximum limitation of compensation for lost time shall be applied to three (3) employees.

Section 2. Super Seniority:

For purposes of layoff and recall, the Chief Steward and Stewards of the Union, in that order, shall be senior on the seniority list, provided, however, that such officers have the ability to perform the required work.

Section 3.

The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as 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, and the Employer shall not be required to recognize or deal with any other than those so designated.

ARTICLE V

CONFERENCES

Section 1. Special Conferences:

Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Stewards and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

ARTICLE VI

GRIEVANCES

Section 1. Grievances:

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1.

Any employee having a complaint in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or Steward must first discuss the matter orally with the supervisor or his designee.

Step 2:

If not resolved in Step 1, the grievant shall be reduced to writing on regular grievance form provided by the Local Union, signed by the employee and presented to the Sheriff or his designee within three (3) working days of receipt of same. The Sheriff, or his designee, shall answer said grievance within three (3) working days of receipt of same.

Step 3.

Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Sheriff or his designee's disposition, contact the Coordinator to arrange a meeting between the Union and the County

to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the County unless a longer time is mutually agreed upon. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 2.

A) Any and all grievances resolved at any step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.

B) If the time is not met by either party, then the grievance is settled in favor of the non-defaulting party.

C) The County shall not be required to pay back wages for periods prior to the time the incident occurred, provided that in the case of pay shortage, of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of the pay period providing the employee files his grievance within three (3) working days after receipt of such pay period in question.

D) When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his personnel record, the Steward and the employee will be promptly notified in writing of the action taken.

E) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received from any source during the period in question.

F) The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management.

Such Steward shall first receive permission from his immediate supervisor to leave his work station. Such permission shall be granted within the eight (8) hour shift in which the employee is scheduled and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.

G) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

H) The parties hereby agree that once an employee has elected to pursue a remedy by State Statute or County Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties and the employee.

Section 3.

Any employee who violates a State Statute regarding strikes and walkouts shall be subject to disciplinary action, up to and including discharge. The Employer shall not provoke a strike or walkout.

ARTICLE VII

ARBITRATION

Section 1. Arbitration:

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within ten (10) days after receipt of the last step answer.

Each grievance submitted to arbitration shall be submitted to the Federal Mediation Conciliation Service in accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. 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 but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them.

Section 2.

It shall be the obligation of the arbitrator to the Employer and to the Union to make his best effort to rule on cases heard by him within twenty-one (21) days after the hearing. Priority shall be given to deciding discharge cases and the arbitrator shall make his best efforts to decide these cases within fourteen (14) days of the hearing.

Section 3.

There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 1.

The Employer shall not discharge or lay off for disciplinary reasons any employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be by proper written notice to the employee and the Union, citing specific charges against such employee.

Section 2.

The discharge or suspended employee will be permitted to review his discharge or suspension with his Steward and the Employer designate an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 3.

An employee who maintains an offense free record for a period of one year shall have all prior minor offenses removed from his record for purposes of subsequent disciplinary action.

Section 4.

When an employee is charged with a criminal offense and after investigation, a warrant is not issued by the Prosecuting Attorney against the employee, no suspension without pay shall result.

Section 5.

Should a non-probationary employee who has been discharged or given a disciplinary lay-off consider such discipline to be improper, a grievance

may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within three (3) working days from the date the discipline was imposed on the grieving employee.

Section 6.

No employee will be required to take a polygraph test and such refusal will not be used against him.

Section 7.

Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

ARTICLE IX

LAYOFF AND RECALL

Section 1.

A) The word "layoff" means a reduction in the working force due to the decrease of work or limitation in funds, beyond the control of the Employer. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available.

- 1) Temporary employees;
- 2) Probationary employees;
- 3) Remaining seniority employees within the classification affected shall then be laid off, in the order of their classification.

B) When employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.

C) Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be permitted to take another classification in the Department, provided, however, that he is able to perform the required duties of that classification and that he has more seniority than the employee he is to replace. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.

D) Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of his intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within seven (7) calendar days or his employment shall be terminated, unless an extension is granted by the Employer.

E) In the event a recall is necessary on less than three (3) days notice, the Employer may call upon the laid-off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) day period.

F) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 2.

In the event of a temporary reduction of the work force which shall not exceed four (4) weeks at any one time, it is agreed that the merits of such layoff be negotiated between the parties.

Section 3.

A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which he was laid off within the bargaining unit, and provided said employee has the ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 4.

The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions as layoff.

ARTICLE X

LEAVES OF ABSENCE

Section 1.

A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his application. Only a permanent full-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence.

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer and it shall be in writing.

An employee on an approved leave of absence will retain his or her seniority, however, the seniority of an employee will not accumulate while the employee is on an approved leave of absence one (1) month or more.

A) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.

B) In no event shall the duration of any leave exceed twelve (12) calendar months unless extended.

C) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

D) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer; if not approved, while on a leave of absence shall result in disciplinary action up to and including discharge.

E) Failure to return to work on the exact date scheduled shall be cause for termination. Exceptions may be made due to circumstances beyond the control of the employee.

F) No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.

G) Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.

Section 2.

The re-employment rights of employees will be limited by applicable laws and regulations.

A) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks. Employees called to active duty shall be paid the difference between any Reserve pay received and their regular wages for the time spent on active duty.

B) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

C) Employees within this bargaining unit who shall be inducted into the Armed Services of the United States, or who shall volunteer for such service, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such re-instatement; provided that they shall be honorably discharged from the said military service,

that the employee is still mentally and physically qualified to perform the duties of such position, and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

Section 3.

Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed to appear in a local, State or Federal Court.

A) Employees shall be paid the difference between any compensation they receive and their regular wages. Seniority will continue to accrue to the employee. Employees will be paid for the full day after endorsing the check to the Employer.

B) Employees required either by the Employer or any other public agency to appear before a court or such agency on such matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

C) Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent on such matters. Employees will be paid for such time after turning over the witness fees to the Employer.

Section 4.

Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions

conducted by the Union. The number will not exceed two (2) employees at any one time and the number of working days will not exceed seven (7) in any one (1) calendar year.

Section 5.

An employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his previous classification according to seniority. This leave may be extended by mutual agreement.

ARTICLE XI

SENIORITY

Section 1.

Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular classification. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

A) All new full-time and regular part-time employees shall serve a probationary period of twelve (12) months. Any current employee within the department who is promoted or appointed to a new position will serve a probationary period of six (6) months in the new position. If an employee is absent from work due to illness or other reasons for a period of seven (7) days or longer, such period of his absence shall be added to the probationary period. Absences due to an in-service training or job related injury shall not be added to the probationary period,

B) The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

C) During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed their probationary period of employment, they shall be put on the seniority list and each seniority shall be as of their last date of hire.

Section 2. Seniority List.

The seniority list on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish the Union an up-to-date list upon request.

Section 3:

Seniority with reference to the Chief Steward and Stewards shall be in accordance with Article IV, Section (2).

Section 4. Loss of Seniority.

An employee's seniority with the Employer shall terminate for the following reasons:

- A) He quits or retires.
- B) He is discharged or terminated and the action is not reversed through the grievance procedure.
- C) He is absent for four (4) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This is not to be construed in limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D) He fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.

ARTICLE XII

LONGEVITY COMPENSATION

Section 1.

Regular full-time employees shall receive a longevity bonus payable on the first pay period date in December at the rate and under the following eligibility requirements:

- | | |
|---|--|
| A) After ten (10) years of employment | - five percent (5%) of base pay. |
| B) After fifteen (15) years of employment | - an additional five percent (5%) of the base pay. |

In order to be eligible for payment, the employee must have completed the necessary years of service on or before the payment on a monthly basis from the employee's anniversary date to the payment date.

ARTICLE XIII

HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

Section 1.

The regular schedule of an employee's work shall consist of an average of not more than eighty (80) hours for two week pay periods. The normal day consists of eight (8) continuous hours, inclusive of paid meal period.

A) It is recognized and understood that deviations from the regular schedules of work may be necessary as a result of a temporary shortage of manpower and law enforcement exigencies.

Section 2.

Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department.

Section 3.

If requested to work overtime, an employee will be expected to do so unless he is excused for good cause. Overtime pay shall be at the rate of time and one half ($1\frac{1}{2}$) under the following conditions:

A) Daily - All work performed in excess of eight (8) hours in any twenty-four (24) hour period as authorized and approved by the Employer.

B) Periodically - All work performed in excess of eighty (80) hours in any bi-weekly pay period, with the exception of change-over when an employee may be required to work eleven (11) days in a pay period when advancing schedule leave days. Hours are defined as hours actually worked. There shall be no pyramiding of overtime.

C) The rate of overtime pay shall be one and one half ($1\frac{1}{2}$) times the employee's regular hourly rate, excluding all forms of premium pay.

D) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among employees within a reasonable period of time and within the classification affected.

E) An overtime distribution sheet shall be kept current and shall be posted. Overtime worked or refused shall be added to the overtime distribution sheet on a daily basis.

F) When an overtime assignment occurs, the employee with the lowest number of overtime hours on the overtime distribution sheet shall be offered the overtime. If the employee refuses, he will be charged with those hours as if worked. This procedure shall be repeated until the four employees with the lowest number of overtime hours on the overtime distribution sheet have been offered overtime. If none of the four employees accept the overtime, the Employer shall then have the right to direct the employee of the last four called with the least amount of overtime.

Section 4.

Shift assignments for employees in the Security Section, Records Section, and Patrol Section will be made on a quarterly basis. Determination of the shift assignments shall be based on the employee's preference according to his/her seniority within the Sheriff's Department. Those eligible must have completed at least one year of service within their classification.

The Employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department.

An employee shall grant such requests for shift preference at the first selection period after he has completed one (1) year as a sworn officer.

Any employee transferred to the Patrol Division will exercise the shift preference by the seniority provisions contained in this section at the next monthly change of detail.

Section 5.

Employees assigned and working on shifts commencing at or after 3PM shall receive a shift differential of twenty-five (\$.25) per hour in addition to their regular pay. Employees assigned to and working on shifts commencing at or after 11PM shall receive a shift differential of thirty-five (\$.35) per hour in addition to their regular hourly rate.

ARTICLE XIV

HOLIDAY PAY

Section 1.

The following shall be considered as paid holidays for purposes of this Agreement:

New Year's Day

Easter Sunday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Employee's Birthday

Section 2.

To be eligible for holiday pay, an employee must:

- A) Work full time on the date the holiday occurs
- B) Work their scheduled day before and their scheduled day after a holiday or be on authorized leave.

Section 3.

No holiday for which an employee is paid and during which he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him.

Section 4.

Holidays occurring during the vacation period, bereavement leave or sick leave are compensable and shall not be charged against the employee's accumulated time.

Section 5.

Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one half (1½) for all hours worked. Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore designated, shall be compensated for such holiday based on eight (8) hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 6.

Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday based on eight (8) hours pay at the straight time hourly rate, excluding premiums, of the particular employee.

Section 7.

When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he shall not receive the pay for such holiday, unless on an excused leave.

Section 8.

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on Saturday, the preceeding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday. Employees will be considered as having been assigned to a five (5) day operation if their schedule reflects such an assignment for one (1) month or more.

Section 9.

County snow day procedures will apply to bargaining unit personnel.

ARTICLE XV

VACATION

Section 1.

Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible.

An employee's vacation eligibility year shall be defined as the twelve (12) month period immediately preceeding the employee's anniversary, date of hiring, and in yearly periods thereafter. Such shall be accrued on a monthly basis in accordance with the below schedule.

VACATION SCHEDULE

<u>YEARS OF SERVICE</u>	<u>DAYS</u>
Less than 3 years	10
3, but less than 5 years	12
5, but less than 15 years	15
15, but less than 25 years	20
25 or more years	25

Section 2.

Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of twenty (20) days.

Section 3.

Vacation checks shall be issued at the time the vacation is taken and in increments taken, that is to say, an employee taking a scheduled one (1) week vacation shall receive a check for one week's vacation entitlement.

Section 4.

Vacation pay will be paid at the current rate of employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans.

Section 5.

If any employee becomes ill and/or is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilized accumulated sick leave credits for the period of illness, his vacation for the number of days so utilized, may be rescheduled. Evidence of illness may be required by the Employer.

Section 6.

A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule his vacation, then the provision of Section 2 will not be invoked.

Section 7.

Vacation schedules by classification and affected shifts will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, after January 1st, each employee shall indicate on a yearly calendar his vacation request no later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available on a first-come-first-served basis. Employees will be notified of approval of vacation periods within a reasonable time after April 1st of the applicable year. Any requested change in vacation schedule after notification will require at least thirty (30) days notice. Exceptions may be made for unusual circumstances.

Any employee desiring vacation time between January 1st and April 1st should submit the request prior to November 1st of the preceeding year. Requests for this time period submitted after November 1st will be handled on a first-come-first-served basis.

Section 8.

Upon termination of employment due to resignation, death, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave through date of termination that such employee has accrued.

Section 9.

Employees shall be permitted to schedule their vacation in conjunction with their regular pass days.

ARTICLE XVI

MATERNITY LEAVE

Section 1.

Absence from duty for purposes of maternity leave shall be treated as sick leave. Upon depletion of all sick leave, the employee may utilize all accumulated vacation leave and compensatory time for such leaves.

Section 2.

The Employer reserves the right to require a physician's statement to allow a pregnant employee to continue with her normal duties in the event that the Employer feels the employee's well-being may be endangered.

ARTICLE XVII

BEREAVEMENT PAY

Section 1.

A) When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, the employee, on request, will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or at the option of the employee to take sick leave or accumulated vacation.

B) An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of shift or other premiums, that he would have earned by working during straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

ARTICLE XVIII

SICK LEAVE PAY

Section 1.

Upon completion of six (6) months, commencing with an employee's most recent hiring date, and not before, an employee shall be credited with six (6) paid days, and shall thereafter earn additional paid days at the rate of one (1) day per month. Sick days shall be "banked" for future use with no maximum. Sick leave shall be granted only for absence from duty because of personal illness, visits to the doctor or dentist, legal quarantine, or illness in the immediate family. Sick leave for illness in the immediate family may be charged for up to two (2) days per illness if the employee is the only person available to render such care. For purposes of this section, an immediate family member shall be deemed to be spouse, children, parents, or guardian who lives with or under the support of the employee.

Section 2.

Claim for sick leave pay must be submitted on a form provided by the Employer. If any employee has been off work due to sickness or accident for three (3) consecutive days, a statement from a physician may be required by the Employer. Employees who establish a pattern of mis-use of sick leave may be required to submit a statement from a physician to verify such illnesses.

Section 3.

Upon retirement or death of an employee, payment of unused sick leave at the regular rate of pay will be made at the rate of fifty percent (50%) of all sick days credited to the employee's sick bank.

Section 4.

Employees may convert accumulated sick leave in excess of one

hundred twenty (120) days on the basis of two (2) sick days for one (1) vacation day.

Section 5.

Employees absent from work due to illness must notify their immediate supervisor within one hour of their normal reporting time in order to be eligible for paid sick leave, unless the employee can show in writing why prior notification was impossible.

Section 6.

Upon termination of employment due to resignation, death, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave through date of termination that such employee has accrued.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilizes accumulated sick leave credits for the period of illness, his vacation for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

ARTICLE XIX
INSURANCE AND PENSION

Section 1.

The Employer agrees to pay the full premium for hospitalization and medical insurance coverage for the employee and his family. Said insurance shall be the equivalent of Blue Cross/Blue Shield, MVF1, D45 MN Rider, semi-private, IMB-OB Riders, Master Medical Option II, Rider FAE VST, Reciprocity, F Rider, and the \$2.00 co-pay on prescription drugs.

The employee agrees that the above reference hospitalization and medical insurance will be provided and enforced under the guideline "that the employee does not have in existence any other medical hospitalization plan with substantially the same benefits from other employment".

Section 2.

Employees who have retired from the service of the Grand Traverse County Sheriff's Department shall be entitled to group rates under the hospitalization plan.

Section 3.

In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws. Any employee sustaining an occupational injury shall receive payment by the Employer of an amount sufficient to make up the difference between what is paid by Worker's Compensation and his regular weekly rate for a period of time of up to thirty-six (36) months.

The employee may then be required to obtain release to return to work. If he cannot, he will be given an additional thirty six (36) months under this provision.

If the employee is still unable to return to work, a conference will be held to determine whether or not the employee should be given a medical

discharge. If it is determined that said employee shall be placed on Medical Retirement, the Employer shall be responsible for contributing sufficient premiums to the applicable Retirement System so as to allow the employee to be eligible for a ten (10) year Retirement benefit. The Employer shall also be responsible for maintaining all levels and forms of life and medical insurance.

Section 4.

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

Section 5.

As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employee's Retirement System, Schedule C-1 with the 47-F Waiver. The Employer also agrees to provide equivalent of Medicare Rider to Blue Cross/Blue Shield for retirees.

Employees shall co-pay the premiums on the basis of 3% of the first \$4200.00 of wages earned and 5% of all wages thereafter. However, effective August 20, 1984, the Employer shall pay 100% of the Pension Plan premiums.

Section 6.

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a Dental and Optical contribution of \$5.00 per week.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this contract and although contributions may be made for those weeks into some other Health and Welfare Fund.

Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

ARTICLE XX

VACANCY AND TEMPORARY TRANSFER

Section 1.

Vacancies within the Sheriff's Department shall be given preference to be filled from within the Department. Present established job requirements shall be used as the criteria as well as any standard examinations utilized for selection. Results of any examination taken for the purpose of filling a vacancy shall be posted. If none of the present employees meet the present established requirements, the County may open the vacancy to applicants outside the Sheriff's Department. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice of their intent to fill a classification other than their existing classification.

A present employee who fills a classification vacancy which pays a higher rate shall receive the higher rate but in no case shall he receive less than his current rate.

Section 2.

For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the senior most qualified employee from the eligibility list within the appropriate division. If there is no current eligibility list for the specific position, the Sheriff or his designee shall assign the most qualified employee to the position. If it involves an assignment in a higher pay classification for over two (2) hours, the employee will receive the higher rate of pay for all hours worked.

The Sheriff or his designee shall determine when a temporary vacancy exists and will proceed to fill such vacancy in accordance with this Article as soon as possible. However, no position shall be considered temporary for a period beyond (60) days without mutual consent of the parties.

ARTICLE XXI

LIFE INSURANCE

The Employer agrees to pay the full premium for term life insurance after six (6) months of service for regular full-time employees in the amount of \$10,000 Accidental Death and Dismemberment Policy.

ARTICLE XXII

CLOTHING ALLOWANCE

Plain clothes personnel shall receive an annual clothing and cleaning allowance of Five Hundred Dollars (\$500.00) per year. This allowance shall be paid on the first pay period on or after January 1st of each year.

ARTICLE XXIII

UNIFORMS AND EQUIPMENT

The Employer agrees to provide all required wearing apparel as determined as part of mandatory dress code. The Employer agrees to pay in full for four (4) pair of pants and/or skirts, four (4) summer shirts and/or blouses, four (4) winter shirts and/or blouses and necessary hats, leather and utility pieces, side arms, belts and other necessary insignia. The Employer agrees to provide one (1) parka and one (1) spring jacket and to replace such items as necessary.

The present program of maintenance shall be continued through the life of this contract.

ARTICLE XXIV

GENERAL

Section 1. Joint Safety Committee

The parties to this Agreement shall establish a Joint Safety Committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee. The written safety code shall contain the following safety regulations to take immediate effect upon ratification of this Agreement.

A) Manpower: Between dusk and daylight, all marked cars assigned will be manned by two (2) certified officers except Sergeants and above. This two-man unit provision shall not apply to the area surrounding the City of Traverse City as designated by the shaded area on the attached map.

Section 2.

In any dispute involving safety, M.I.O.S.H.A. will be used and their decision will be final and binding upon the parties. If, however, M.I.O.S.H.A. will not take jurisdiction, the matter is a proper subject for grievance arbitration.

Section 3.

The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall, upon request, in the presence of the Employer, have access to his personnel file.

Section 4.

The Employer shall make a firing range and ammunition available to the employees for instructional shooting up to four (4) times in each calendar

year. The Employer will provide paid qualification time for each employee who is required to attend a mandatory shoot.

All instructional and qualification shooting will be supervised by a qualified range officer.

Section 5.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours, to talk with the Stewards of the Local Union, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 6.

The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 7.

The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefiting both the County and the employee shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate as established uniformly by the County Board of Commissioners if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 8.

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he

shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.

Section 9. Equipment:

If equipment should be regarded as defective, an employee should immediately inform his immediate supervisor and present a list of defects. If the supervisor determines the equipment to be defective, he shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he must so notify the employee in writing.

The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 10.

An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with these provisions shall subject each employee to disciplinary action by the Employer. An employee who is injured while on the job and cannot continue at work will be paid for the remainder of his shift.

Section 11.

The Employer shall pay the cost of \$500,000.00 for False Arrest Insurance.

Section 12.

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or Steward for the Union. The Union will promptly remove from such bulletin

board, upon written request from the Employer, any material which is detrimental to the Union-Employer relationship.

Section 13:

Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

Section 14.

The Employer shall furnish all equipment it deems necessary to the employees to perform their respective work assignments. The Employer agrees it shall not reduce those items of equipment and clothing now being supplied and shall keep all equipment in safe operating condition.

Section 15.

Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 16.

Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners as may be related to their work, on days off or other authorized off-duty time, will be paid a minimum of three (3) hours at time and one-half ($1\frac{1}{2}$) and a minimum of two (2) hours at time and one-half ($1\frac{1}{2}$) for appearing before the Magistrate for their set appearance in lieu of any witness fees.

Section 17.

The employees of the bargaining unit will be paid a minimum of three (3) hours at time and one half ($1\frac{1}{2}$) for call back time. In the event that an employee is called in early for the start of his shift, this provision will not apply if the early call-in is one (1) hour or less. In such cases, standard over-time provisions will apply.

Section 18.

All hours paid to an employee, exclusive of overtime, shall be considered

as hours worked for the purpose of computing fringe benefits under this Agreement.

Section 19.

The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Thursday.

Section 20.

The Union shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Union, such records shall be furnished by the Employer for inspection.

Section 21.

The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provision of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 22.

At least one (1) full time female personnel will be used in the scheduled transporting of any female, except this requirement will not apply to female prisoner transfers to and from the following Counties:

Antrim, Kalkaska, Wexford, Benzie and Leelanau, as well as within the County of Grand Traverse. Female prisoner transfers without a female employee will

require two (2) male officers in the vehicle.

Section 23.

A) No employee outside the bargaining unit will be assigned to work which is normally recognized as bargaining unit work, except in the case of emergencies.

B) The Employer will not assign auxiliary personnel where it replaces a regular employee, during the lay off of a regular employee or for the purpose of avoiding overtime to regular employees, unless they refuse.

Section 24.

Employees who are entitled to overtime pay at their overtime rate of pay as provided in this Agreement, shall, at their option, be credited with an equivalent amount of compensatory time in lieu of money payment. An employee may bank compensatory time to a maximum of forty (40) hours. Compensatory time may be requested of the Sheriff and at his discretion may be granted when workload and scheduling may permit.

Section 25.

Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer. Tuition reimbursement will be made on the basis of one half (1/2) of the tuition fee upon enrollment and with a receipt indicating that tuition has been paid, and one half (1/2) tuition upon completion of the course with a passing grade.

Section 26.

The Employer agrees to replace all personal property damaged in the line of duty under the following guidelines:

- 1) All jewelry as exempt from this provision;
- 2) Watches are not classified as jewelry and will be replaced with a maximum value of replacement of \$50.00.

Section 27.

Certified divers of the department shall receive one and one half

(1½) times their hourly rate for all required dives, excepting on-duty training dives. All dive activity occurring off duty, including training dives, shall be compensated at one and one-half times (1½) the hourly rate. Employees required to dive outside the County of Grand Traverse shall be paid at the rate of two and one-half (2½) times their hourly rate.

Section 28.

All deputys who are assigned to function within the Investigations Division shall be assured a minimum two year (2) assignment therein and may only be removed for just cause or in the case of a required reduction in man power within the division. This provision shall not apply to assignments which are specifically designated as temporary or provisional by the Employer.

ARTICLE XXV

PROMOTIONS

Section 1. General Provisions:

A) The Employer will make promotions within the department available to its employees who possess the qualifications necessary for the job under consideration.

B) It is herein agreed that the term "promotion" shall apply only to the positions/classifications of Sergeant and Lieutenant.

C) Promotions shall be on a competitive basis.

D) Employees must have the ability and qualifications to perform the work as described in the vacancy posting.

E) Permanent vacancies are to be filled within sixty (60) days.

F) Promotional vacancies shall be posted for a period of ten (10) days on departmental bulletin boards. The notice shall contain the names of those employees eligible to test for the vacancy.

G) The Employer will not be obligated to consider a request for promotion unless said request is submitted during the ten (10) day period. Employees absent during the ten (10) day period must give notice of their intent upon return to work.

H) The promotion to the classification of Sergeant in the Jail Section will be limited to permanently assigned employees working in that section at the time the vacancy occurs.

I) Tests for promotion in the Field Services, Administrative and Investigative Divisions may be taken by qualified officers assigned to those divisions.

Section 2. Promotion to Sergeant:

A) Written and oral examinations and performance evaluation shall be given when a vacancy occurs and there is no current eligibility list.

Such examination shall be based on the job requirement of the classification vacancy to be filled. In the event that more than one employee passes the examination and is eligible for promotion, the employee obtaining the highest score on said examination shall be listed in the order of their scores. Said list will be considered current for two (2) years of the date of the test. If another vacancy should occur within that year in the same classification that was tested for, the promotion shall be made to the employee next on the list. The Employer shall re-test at least every three (3) years. In the event that a permanent full-time vacancy occurs during the one-year lapse time, the Employer will immediately administer a new exam.

B) A sergeant must have four (4) years seniority with the Grand Traverse County Sheriff's Department, five (5) years total police experience.

C) The percentage for each of the portions of the examination shall be as follows:

Written Examination	50%
Oral Exam	30%
Internal Evaluation	20%

D) The internal evaluation process for promotional purposes shall be conducted by a four-member panel. At least two (2) members of this panel must be of the Sergeant rank and one (1) of the Sergeants shall be selected by the Union. The remaining Sergeant and other two (2) positions shall be identified by the Sheriff. The internal board shall be limited in reviewing only the most recent two (2) years of the applicant's performance.

E) If employees of the department are not qualified to fill the promotional vacancy, the positions may be filled by employment of other personnel. However, before outside personnel can be considered to fill this vacancy, the outside personnel applicant must complete all the aforementioned examinations and have a minimum of a two (2) year college degree for Sergeant. In addition to the educational requirements, the applicant must have a minimum of five (5) years police experience for Sergeant.

Section 3. Promotion to Lieutenant:

A) The promotional procedure for the position of Lieutenant shall be offered only when a vacancy exists, as declared by the Sheriff and County of Grand Traverse.

B) Qualifications for the specific vacant Lieutenant position shall be posted with the vacancy and promotional procedure notice.

C) The promotional procedure shall consist of:

Oral Exam	50%
Internal Evaluation	50%

D) The internal evaluation process for promotional purposes shall be conducted by a three member panel consisting of two (2) Lieutenants and one (1) administrative officer (excluding the Sheriff). The internal panel shall be restricted to considering only the most recent two (2) years of the candidate's performance.

E) The Sheriff of Grand Traverse County reserves the right to make a final determination for the selection of a Lieutenant. In making this determination, the Sheriff shall be restricted to selecting from the top three (3) candidates as determined by the promotional process herein identified.

F) If employees of the department are not qualified to fill the promotional vacancy, the positions may be filled by employment of other personnel. However, before outside personnel may be considered to fill this vacancy, the outside personnel applicants must complete all of the aforementioned selection procedures and must have a minimum of a four (4) year college degree and six (6) years of police experience.

ARTICLE XXVI

SAVINGS CLAUSE

If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendums shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVII

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed whenever specified provisions for change are made elsewhere in this Agreement. This provision shall apply only to those conditions uniformly applied to all bargaining unit employees.

ARTICLE XXVIII

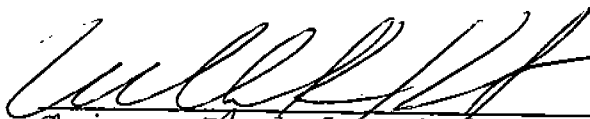
TERMINATION


This Agreement shall be effective on the first day of January, 1983, and shall remain in full force and effect until the thirty-first day of December, 1984. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement.

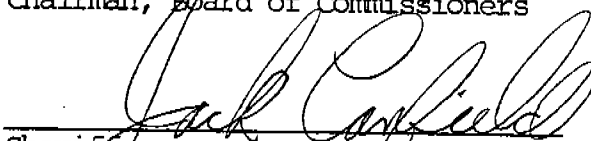
In any event, however, the conditions of employment, including wages and benefits, shall remain in effect providing that the Union files consistent with Act 312 until such time as a Labor Agreement is negotiated and/or established.


FOR THE EMPLOYER:

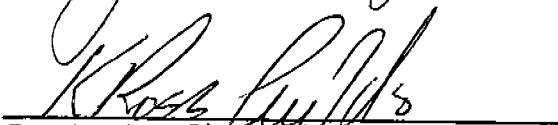
FOR THE UNION:


Chairman, Board of Commissioners


Business Representative


Sheriff


Chief Steward


County Coordinator

Steward

WAGES - 1983

DEPUTY

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
\$16,476	\$17,496	\$18,642	\$19,789	\$20,554	\$21,445

CORRECTIONS OFFICER

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
\$15,839	\$16,859	\$18,006	\$19,152	\$19,916	\$20,808

MECHANIC

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
\$13,419	\$14,437	\$15,446	\$16,476	\$17,496	\$18,387.

CLERK/MATRON

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
\$13,036	\$13,674	\$14,182	\$14,818	\$15,456	\$16,221

WAGES - 1984

DEPUTY

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
\$16,750	\$17,790	\$18,950	\$20,110	\$20,890	\$21,800

CORRECTIONS OFFICER

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
\$16,180	\$17,210	\$18,360	\$19,510	\$20,280	\$21,170

MECHANIC

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
\$13,650	\$14,700	\$15,700	\$16,750	\$17,800	\$18,700

CLERK/MATRON

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
\$13,300	\$13,940	\$14,450	\$15,090	\$15,730	\$16,500

ADDENDUM I

ARTICLE I

RECOGNITION

Section 1.

As an addendum to the collective Bargaining Agreement, the Employer hereby agrees to recognize Teamsters Local 214 as the exclusive Bargaining Representative of all employees having the job title of Sergeant.

Section 2.

The position of Sergeant is herein recognized as being a supervisory position within the Grand Traverse County Sheriff's Department and thereby has the responsibility to oversee and supervise the operations of their assigned work group. In recognizing that the Sergeant shall be responsible for the operation of his/her assigned work group, the Employer further recognizes that the Sergeant shall be granted the appropriate authority to perform the supervisory duties.

ARTICLE II

NON-ECONOMIC PROVISIONS

Section 1.

Unless otherwise described within this addendum, all non-economic issues provided for within the basic Collective Bargaining Agreement shall also be equally applicable to the position of Sergeant.

ARTICLE III
ECONOMIC ISSUES

Section 1.

Unless otherwise described within this addendum, all economic issues provided for within the base Collective Bargaining Agreement shall be equally applicable to the position of Sergeant.

Section 2.

Sergeants shall be granted two (2) personal leave days per year for the purpose of conducting and caring for personal matters. Sergeants shall make at least a 48 hour advance request to their immediate supervisor for the utilization of personal leave and shall state the reason for said utilization. Personal leave shall not be taken in increments of less than one-half (1/2) day and such personal leave shall not accumulate from year to year.

Section 3.

Wages for the position of Sergeant shall be at an annual rate of

1983: \$23,590

1984: \$24,000