

ORIGINAL FOR EXECUTION
4/20/10

AGREEMENT

Between

COUNTY OF SHIAWASSEE

and

SHIAWASSEE COUNTY SHERIFF

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

COMMAND UNIT

April 1, 2009 through March 31, 2012

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AGREEMENT

THIS AGREEMENT, entered into between the Board of Commissioners and the Sheriff for the County of Shiawassee, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer," and Teamsters Local No. 214, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties.

NONDISCRIMINATION

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, as required by law.

ARTICLE 1 RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act 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 work and other specified conditions of employment, during the term of this Agreement, for those employees of the Employer in a bargaining unit consisting of the employees who hold the rank of Sergeant, Detective/Sergeant or Lieutenant in the Shiawassee County Sheriff's Department.

NOTE: Sergeants were accreted to this unit upon the request of the Teamsters 214 on May 3, 2004 and the Employer's voluntary recognition thereof on June 8, 2004.

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1.

A. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitutions of both the State of

Michigan and the United States of America, provided such management does not conflict with the terms of this Agreement.

B. Overtime. The Sheriff has the right to schedule overtime work provided it does not conflict with the terms of this Agreement.

C. Work Methods. The Sheriff shall have the right to determine and to establish the methods and processes by which work is performed.

D. Discipline and Discharge. The Sheriff reserves the right to discipline and discharge in conformance with the terms of this contract.

E. Retention of Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

F. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitutions of the State of Michigan or the United States of America.

G. Direction of Work Force. The Sheriff reserves the right to direct the work force and assign duties and responsibilities.

Section 2. Rules and Regulations.

A. The Sheriff shall have, within his discretion, the right to make reasonable rules and regulations and to amend, supplement or delete such rules and regulations.

B. However, the Union Stewards and Union Business Representative shall receive a copy of any new or modified rule or regulation seven (7) calendar days prior to its effective date unless conditions warrant immediate implementation.

Section 3.

Non-bargaining unit officers may be assigned to perform work which is normally performed by bargaining unit members provided such assignments are not for the purpose of laying off bargaining unit members or for the purpose of excluding all bargaining unit members from overtime assignments.

**ARTICLE 3
WEAPONS QUALIFICATION**

Section 1.

The Employer shall make a firing range and ammunition available to certified police officers for target shooting and the employees shall qualify with their sidearm a minimum of twice yearly.

Section 2.

If an officer does not qualify he shall be immediately suspended without pay.

Section 3.

If the officer does not qualify within the next thirty (30) days after the suspension he may be reassigned or terminated from employment at the Sheriff's discretion.

Section 4.

If the Sheriff decides to reassign the officer he shall be paid at the rate of the new classification.

**ARTICLE 4
PROBATION**

Section 1.

A. Employees promoted to the rank of Sergeant or Lieutenant shall serve a six (6) month probationary period.

B. Probationary periods may be extended by mutual agreement between the parties.

Section 2.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment as set forth in this Agreement.

Section 3.

During the probationary period of the promoted employee the Sheriff may notify the employee in writing that he/she is not qualified and order said employee to return to their former held classification, job assignment, and shift.

**ARTICLE 5
RIGHT TO ASSIGN SCHEDULES OF WORK**

Section 1.

The Sheriff has the right to assign employees schedules of work.

**ARTICLE 6
STRIKE, WORK STOPPAGE & SLOWDOWN**

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

**ARTICLE 7
PHYSICAL EXAMINATION**

Section 1.

The Employer reserves the right to require an employee, at the Employer's expense if not covered by county insurance, to take a physical examination (1) if it appears that said employee is having difficulty in performing his/her duties based upon health related reasons, or (2) on return from leave of absence.

Section 2.

The physical examination shall be given by a doctor selected by the Employer.

Section 3.

If the employee is not satisfied with the determination of the designated doctor of the Employer he/she may submit a report from a doctor of his/her own choosing.

Section 4.

If the dispute still exists, at the request of the Employer or employee the designated doctor of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties.

Section 5.

The expense of the third party shall be shared equally by the Employer and the employee.

Section 6.

The action recommended by the third doctor in his/her medical report shall be binding on all the parties.

**ARTICLE 8
UNION SECURITY AND DUES DEDUCTION**

Section 1.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaging in work.

Section 2.

A. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union.

C. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amount to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees.

D. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

Section 3.

A. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the

bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues.

B. For present regular employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

C. Monthly agency fees and initial agency 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.

Section 4.

A. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement.

B. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 9 STEWARDS AND ALTERNATE STEWARDS

Section 1.

A. Union employees shall select a Steward who is a regular employee to represent them.

B. Union employees may also select an alternate Steward who is a regular employee to represent them in the absence of the Steward.

Section 2.

A. The Steward, or the Alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer.

B. The privilege of the 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.

C. The Steward and Alternate Steward may be required to record time spent.

D. All Stewards will perform their regular assigned work except whenever necessary to leave their work to process grievances as provided herein.

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 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 10
BARGAINING COMMITTEE**

Section 1.

A. The Bargaining Committee will include not more than two (2) employees both of whom shall be paid if otherwise scheduled to work and only for those scheduled work hours as provided in Section 2A below.

B. In addition thereto, the Bargaining Committee may include not more than two (2) non-employee representatives from the Union.

C. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2.

A. All employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining session.

B. Said time shall be only for straight time hours the employees would otherwise have worked on their regularly scheduled shift.

C. Employees shall return to their work station after negotiations have terminated provided that there is time left in their normal schedule.

D. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.

Section 3.

No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

**ARTICLE 11
SPECIAL CONFERENCES**

Section 1.

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or its designated representative upon the request of either party. It is understood that these special meetings shall not be for the purpose of conducting continued bargaining negotiations.

Section 2.

Such meetings shall be attended by not more than three (3) representatives of the Employer and not more than two (2) representatives of the Local Union. 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 during regular working hours. The employee shall be paid only for the time spent in special conferences for which he was otherwise scheduled to work.

Section 3.

Special conferences shall be scheduled within fifteen (15) days after the request is made unless otherwise agreed.

**ARTICLE 12
GRIEVANCE PROCEDURE**

Section 1. Definition of Grievance.

A grievance shall mean a complaint or a dispute by an employee in the bargaining unit which expresses his belief that there is a violation of or misinterpretation of the provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) days after the grievance has become known, or should reasonably have been known, by the employee.

Section 2. Grievance Procedure.

All grievances shall be handled in the following manner:

Step 1: Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within five (5) days as outlined above, discuss it with the **Undersheriff** with the object of resolving the matter informally.

Step 2: Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the employee shall reduce the grievance to writing and present it to the **Sheriff** within five (5) days after the verbal discussion of Step 1. The grievance shall be dated and signed by the aggrieved employee and his/her Steward and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The **Sheriff** or his representative shall make his/her written disposition of the grievance to the steward within ten (10) days of receipt of the grievance.

Step 3: If the grievance is not settled in Step 1 or 2, the Union may, within five (5) days after the **Sheriff's** answer, request a meeting between Union Representatives and the **Sheriff** and/or his representative to review the matter. Such meeting will be held within ten (10) working days after the date of written request and the Employer will render his decision within seven (7) working days thereafter.

Section 3. 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 thirty (30) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its Voluntary Rules and Regulations then obtaining, 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 cost of any arbitration proceeding under this provision shall be borne equally between the parties, but the fees and wages of Union Representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Time Limitation

All appeals under this Section must be made in writing within five (5) working days after the decision has been made and communicated to the employee. If no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the decision unless the parties mutually agree to extend the time limits by written agreement.

Section 4.

The Sheriff has no authority to provide to any employee economic benefits which exceed those provided under this contract. In the event that the Sheriff violates the above in the opinion of the Board of Commissioners the Sheriff's decision shall be null and void. However, the Union may appeal the decision of the Board of Commissioners to arbitration

in the event the Union disagrees with the Board's position. Arbitration shall be as provided under this contract.

Section 5. Election of Remedies.

When remedies are available for any complaint and/or grievance of an employee through an administrative or statutory scheme or procedure, or a veteran's preference hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**ARTICLE 13
DISCIPLINE AND DISCHARGE**

Section 1. Notice of Discipline or Discharge.

A. The Employer shall not discipline or discharge an employee except for just cause except as provided in Article 13, Section 7 - Oral Reprimands.

B. Before any disciplinary action is taken against a member he shall be given an opportunity to state his position and offer any evidence available to his superior officer who is rendering such discipline. This shall be done in a pre-determination hearing.

C. Notice shall be given to the Union by the Employer on any discipline or discharge within twenty-four (24) hours of invocation of such discipline or discharge, except as specifically excepted herein.

Section 2. Charges and Specifications.

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

Section 3. Specific Section.

Such charges and specifications shall cite the specific sections of rules and regulations and/or appropriate law or ordinance where a discipline is based on an alleged violation of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 4. Statements.

No member shall be required to make any statements concerning the alleged offense without a Union Steward, Union Representative and/or attorney present.

Section 5. Representation.

The member against whom charges have been made may be represented at any hearing by the Steward, or anyone of his/her own choosing.

Section 6. Past Infractions.

In imposing any discipline on a current charge the Employer will not base his decision upon any prior infractions of departmental rules or regulations which occurred more than six (6) months previously unless directly related to the current charge.

Section 7. Oral Reprimand.

The procedure as outlined above shall be applicable in all disciplinary proceedings except for verbal reprimands which are exempt from the provisions of this Agreement.

Section 8. Relieved, Pending Investigation.

In the event a member is relieved of duty pending an investigation he shall continue on the payroll unless suspended without pay pending investigation.

Section 9. Suspension Pending Investigation.

In the event a member is suspended pending investigation, for any reason, and as a result of the investigation he is exonerated of the charges causing the suspension, he shall be compensated for all back wages lost due to the suspension. Such back wages shall be based on regular pay hours and shall not include overtime.

**ARTICLE 14
SENIORITY**

Section 1.

When employees complete their probationary period, they shall be entered on the departmental seniority list of the bargaining unit and shall rank for departmental seniority from their date of hire.

Section 2.

Employees shall also accrue seniority within a classification and shall rank for seniority in accordance with the employee's date of entry into the classification.

A. The "date of entry" into a classification shall be defined, for purposes of this Agreement, as the date upon which the new rate of pay begins within a given classification.

B. The sum of all classification service time in each and every classification shall be equivalent to an employee's departmental seniority.

Section 3.

A. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.

B. The departmental seniority list will show the name, rank and/or job title and the employee's date of hire.

C. The classification seniority list will show the name, rank and/or job title and the employee's date of entry into the classification.

D. The Employer will keep the seniority list up to date and posted at all times and will provide the Local Union membership with up-to-date copies at least every six (6) months if requested by the Union.

Section 4.

An employee shall lose his seniority for the following reasons only. An employee shall lose his status as an employee also for any of the following:

A. He quits or retires.

B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. He is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer. In proper cases exceptions shall be made upon the employee producing convincing proof of his inability to give such notice. After such absence the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit and is no longer in the employ of the County.

D. If he does not notify the Employer within seven (7) days after receipt of certified written notification to return to work after layoff as to the date when he will return, which must be within two (2) weeks after the delivery of such notice to his last known address. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.

E. Return from sick leave and leaves of absence will be treated the same as (C) above.

F. He is laid off during the term of this Agreement for a continuous period equivalent to his seniority. However, in no event will employees laid off a continuous period in excess of three (3) years retain their seniority.

G. He is convicted of or pleads guilty to a felony.

H. He intentionally falsifies his employment application.

ARTICLE 15 SHIFT PREFERENCE

Section 1.

Shift preference applies only to uniformed shift assignments.

Section 2. Eligibility

(1) After accruing one (1) year of seniority in the command bargaining unit employees may be considered for shift preference during the first preference period subsequent to attaining one (1) year of seniority in the command unit by making written application to change shifts after having worked in an assigned shift for at least three (3) months.

(2) In the event an employee is involuntarily transferred to a shift sergeant assignment, the affected employee shall have the immediate right to request shift preference by seniority irrespective of time constraints contained herein.

(3) In the event an employee voluntarily requests to be transferred to shift sergeant assignment, the employee so requesting shall have no right to shift preference by seniority until the first established preference period which will occur subsequent to the effective date of the requested transfer.

Section 3. Procedure

A. Shift preference shall be implemented once a year during the first fifteen (15) calendar days in January.

B. Employees must give written notice of intent to exercise shift preference for shift preference sergeant assignments by the end of the year.

C. In the event a request to exercise shift preference has not been timely made, that request will be honored only if necessary arrangements can be voluntarily made with other affected employees.

D. The Employer will not change shifts of any uniformed sergeant without thirty (30) days advance notice unless it is an emergency and provided that said change is necessary for proper operation of his office.

- E. Consideration will be granted to employees who are enrolled in advance educational classes until such semester has been completed.

Section 4.

However, the Employer may make appropriate shift changes of personnel not to extend beyond a thirty (30) day continuous period when required by the exigencies of law enforcement work, provided that a fifteen (15) day notice of change in shifts is given and provided further that no employee shall have his shift changed more than once in the calendar year.

**ARTICLE 16
LAYOFF AND RECALL**

Section 1.

The word "layoff" means a reduction in the work force. In the event such a reduction in the work force takes place the following procedure shall be followed.

Section 2.

Layoffs shall be by classification seniority in the classification affected. An employee laid off from his/her classification may return to a former held classification and will carry with him/her, all departmental seniority accumulated.

Employees who exercise their right to return to a former held classification within this unit must notify the Sheriff within five (5) days from the date of receipt of notification of such layoff of their desire to exercise their seniority to bump into a lower held classification within this unit.

Employees who exercise their bumping rights shall receive the rate of pay of the classification into which they bump based on their total years of departmental service.

A. When the work force is to be increased after a layoff employees will be recalled according to classification seniority in reverse order of layoff.

B. Notice of recall may be made by telephone call, confirmed by certified mail to the employee's last known address.

C. Employees will be granted up to one (1) week to return to work upon request.

Section 3.

Employees promoted to a position outside the bargaining unit shall in the event of layoff have the right to return to the bargaining unit in accordance with the seniority accumulated at the time of promoting out of bargaining unit.

**ARTICLE 17
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 any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees.

**ARTICLE 18
BULLETIN BOARD**

A. 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.

B. Only official notices are to be posted and must have the signature of the Union business representative or the Steward for the Union.

C. The Union will promptly remove from such Union bulletin boards, upon the request of the Sheriff, any material which is detrimental to the Union-Employer relationship.

**ARTICLE 19
INDIVIDUAL EMPLOYEE AGREEMENTS**

The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which conflicts with the specific provisions hereof, unless agreed to in writing by the Union.

**ARTICLE 20
UNION ACCESS TO PREMISES**

Section 1.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward 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.

Section 2.

The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

**ARTICLE 21
ASSIGNMENTS AND TRANSFERS**

Section 1.

The Sheriff retains the right to assign employees covered by this agreement.

Section 2. Vacancy or New Position.

(A) In the event of vacancy or a newly created position employees in the same classification may transfer on the basis of seniority and qualifications. Only those that are qualified for the vacancies or new positions shall be considered eligible.

(B) In such cases all vacancies and newly created positions shall be posted in a conspicuous place in the Sheriff's Department at least seven (7) calendar days prior to filling of such vacancy or newly created position.

**ARTICLE 22
PROMOTIONS TO LIEUTENANT**

Section 1.

Promotions within the bargaining unit shall be based on the following:

A. Promotions shall be on a competitive basis.

B. Employees must have a minimum of seven (7) years uninterrupted certified law enforcement service with the Shiawassee County Sheriff's Department and hold a non-probationary rank of sergeant in order to compete for a prospective promotional opportunity, requiring the successful candidate to be a certified police officer.

C. Employees must have a minimum of seven (7) years uninterrupted service with the Shiawassee County Sheriff's Department and be a non-probationary supervisor in order to compete for a prospective promotional opportunity not requiring the successful candidate to be a certified police officer.

D. When it is determined by the Sheriff that there is a vacancy or a newly created position or classification open, such vacant position or classification shall be filled within sixty (60) days of the occurrence. The Employer shall not assign duties from vacated positions to other employees or classifications to avoid filling vacancies.

Section 2.

The Employer further agrees that all full time promotional vacancies within the bargaining unit shall be filled by competitive examination using the following criteria:

Written Examination 60%

Oral Examination 40%

Seniority shall be implemented as a tie breaker should any of the applicants' score totals be same.

Section 3.

Promotional vacancies will be posted for a period of twenty (20) calendar days in a conspicuous place in the work areas in the unit.

Section 4.

The Sheriff shall select the person for the lieutenant position from among the top three (3) applicants. The next promotion from the list shall be from the top three (3) applicants of the posted promotion list. Subsequent promotions from the list shall be in numerical order subject to Section 8.

Section 5.

The Sheriff will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.

Section 6.

In the event that an employee is promoted, the employee shall receive the beginning rate of the new occupation level or a rate of pay that reflects an increase from the present rate.

Section 7.

A three (3) person panel will administer the oral test and score employees seeking the promotion. The panel shall consist of the Sheriff or his designee, a designee selected by the Union, and the third member of the panel shall be selected mutually by the above two (2) panel members. The written test shall be uniform and applicants writing such examination shall be given the results.

Section 8.

The promotional test scores shall be valid for a maximum of two (2) years but not less than one (1) year, as determined by the Sheriff. Such dates shall be from the date of the posting of the scores.

Section 9.

Upon promotion the employee's name shall be stricken from the promotional list.

**ARTICLE 23
NEW CLASSIFICATIONS**

In the event the department establishes a rank higher than Lieutenant but below the rank of Undersheriff and the bargaining unit submits a demand to negotiate the criteria for promotion to such rank the Sheriff agrees that such criteria is a mandatory subject of bargaining.

**ARTICLE 24
WAGE SCHEDULES**

Section 1. Schedules.

**Sergeants and Detective Sergeant
(10% Differential Above Max Deputy Scale)**

4/1/09	\$52,719.70 (wage freeze)
4/1/10	wage re-opener
4/1/11	wage re-opener

**Lieutenants
(12% Differential Above Sergeant Scale)**

4/1/09	\$59,046.06 (wage freeze)
4/1/10	wage re-opener
4/1/11	wage re-opener

Section 2. Longevity Pay.

A. Upon completion of four (4) years of service in the Sheriff Dept. - 2% of base pay

Upon completion of eight (8) years of service in the Sheriff Dept. - 4% of base pay

Upon completion of twelve (12) years of service in the Sheriff Dept. - 6% of base pay

Upon completion of sixteen (16) years of service in the Sheriff Dept. - 8% of base pay

B. The above applies to regular full time employees who are being compensated by the Employer on their anniversary date.

C. Prorata payments shall be made in case of approved unpaid leaves of absence, death, retirement, employees on long term disability to the date of the injury or illness.

D. Employees receiving Workers Compensation payments shall receive full longevity payment for the first year they are receiving Worker's Compensation.

Thereafter, longevity shall be prorated for employees on Workers' Compensation based upon time worked.

E. Any employee hired after August 6, 1984, shall not be eligible for longevity.

Section 3. Education Bonus

A. Any employee who has obtained or who obtains a four (4) year Bachelor of Arts or Bachelor of Science degree in Criminal Justice or a closely-related field (determination of the award in a closely-related field to be made by the Sheriff upon application by the employee) from an accredited college or university shall receive a **one-time** educational bonus in the amount of five percent (5%) based on the employee's base pay.

1. The Sheriff's determination shall not be subject to the grievance procedure.

B. Any employee who has obtained or who obtains an Associate Degree in Criminal Justice or a closely-related field (the determination of the award in a closely-related field to be made by the Sheriff upon application by the employee) from an accredited college or university shall receive a **one-time** educational bonus in the amount of two and one-half percent (2.5%) based on the employee's base wage.

1. The Sheriff's determination shall not be subject to the grievance procedure.

C. An Education Bonus payment received while an employee is a member of the non-supervisory unit will satisfy the Employer's one time obligation.

Section 4.

An employee designated by the Employer to attend training schools benefiting both the County and the employee shall comply with the Fair Labor Standards Act.

A. School time not to be considered toward overtime.

Section 5. Pay Periods.

A. The Employer shall continue bi-weekly pay periods.

B. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

**ARTICLE 25
HOURS OF WORK AND OVERTIME**

Section 1.

The Sheriff has the right to assign employees schedules of work

Section 2. Minimum Rest Periods.

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

Section 3.

Leave days shall not be changed, switched, or rescheduled to avoid paying overtime, except by mutual agreement between the parties.

Section 4. Overtime - Lieutenants, Detective Sergeants and Uniformed Sergeants

A. Overtime shall be paid at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of:

1. Eight (8) hours in a twenty-four hour work day or eighty (80) hours in a bi-weekly payroll period where the employee is assigned to an eight (8) hour shift; or
2. Twelve (12) hours in a twenty-four (24) hour workday or eighty-four (84) hours in a bi-weekly payroll period where the employee is assigned to a twelve (12) hours work shift.

B. "Hours worked" shall include paid vacation time, paid personal time, and approved paid sick time in the calculation of overtime.

Section 5.

Overtime shall be paid bi-weekly for the pay period in which it is earned.

Section 6. Compensatory Time

An employee may receive payment for overtime in the form of compensatory time off at the rate of one and one-half (1½) times for each hour of overtime worked up to a maximum accumulation of 24 hours of compensatory time at any given time.

Section 7. Equalization of Overtime for Uniformed Sergeants

Overtime assignments shall be made among uniform shift sergeants as far as practicable on a rotation basis while still maintaining efficiency of operation.

Section 8. Court Time

Employees who are subpoenaed to appear in court on criminal matters on days off or other authorized off duty time will be paid a minimum of two (2) hours at one and one-half (1½) times his normal hourly rate for his appearance in lieu of any witness fees.

Section 9. Call-In Time

A. Employees will be paid a minimum of two (2) hours at one and one half (1½) times the employee's normal hourly rate if called in.

1. Excluded from the above is where an employee is called in one (1) hour or less prior to the start of their shift and an employee who stays at work after the end of his shift.

ARTICLE 26 PENSION

Section 1.

A. The Employer shall provide the MERS B-4 plan with the F50 waiver, with FAC-3 Option, and E-2 Rider, fully paid by the Employer, which provides a waiver of the reduction of retirement allowance for employees who retire prior to age sixty (60), provided said employees retire after having attained age fifty (50) with twenty-five (25) or more years of credited service.

- B.
1. Sergeants and Lieutenants hired after September 12, 1996 shall pay the difference in cost between the above and the MERS B-2 plan with the same riders by payroll withholding.
 2. All new employees hired after ratification of this Agreement (11/9/09) will pay five percent (5%) of their gross wage towards the MERS pension.
- C. The RS-50 rider shall be added to the pension plan.

1. The Sergeants and Lieutenants shall pay the full cost differential for the RS-50 Rider by payroll withholding as determined by any required MERS actuarial study.
2. The Sergeants and Lieutenants cost shall include all additional costs including:
 - (a) administrative charges and fees, and
 - (b) actuarial study costsincurred to implement and maintain the RS-50 benefit.

Section 2.

A. Single subscriber health insurance shall be provided for future retirees.

1. However, the Employer's obligation shall end if the retiree's employment elsewhere provides health insurance or if the spouse has health insurance coverage available for the retiree or the retiree has health insurance available through the military.

B. This benefit shall only apply for the retiree from age 50 until he is eligible for full Medicare benefit.

Section 3.

Upon retirement from the county, the Employer shall provide Three Thousand Dollars (\$3,000) of term life insurance.

**ARTICLE 27
HOLIDAYS**

Section 1.

Employees covered by this Agreement shall be granted the following holidays with pay at straight time rates including shift differential.

Employees must work their last scheduled day prior to the holiday and the first scheduled day following the holiday or be on approved paid leave in order to qualify for holiday pay.

Section 2.

The following days shall be designated and observed as paid holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Easter
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day

Section 3.

Any employee required to work on any holidays granted shall be paid double his straight time rate and in addition, he shall receive his holiday pay.

Section 4.

For the purpose of computing overtime, only those holiday hours actually worked shall be regarded as hours worked.

**ARTICLE 28
VACATIONS**

Section 1.

Regular full time employees shall accrue annual vacation with pay in accordance with the following provisions:

After One (1) year -----	Ten (10) @ Eight (8) hr workdays = 80 hrs
After five (5) years -----	Fifteen (15) @ Eight (8) hr workdays = 120 hrs
After seven (7) years -----	Sixteen (16) @ Eight (8) hr workdays = 128 hrs
After eight (8) years -----	Seventeen (17) @ Eight (8) hr workdays = 136 hrs
After nine (9) years -----	Eighteen (18) @ Eight (8) hr workdays = 144 hrs
After eleven (11) years -----	Nineteen (19) @ Eight (8) hr workdays = 152 hrs
After fourteen (14) years -----	Twenty (20) @ Eight (8) hr workdays = 160 hrs
After fifteen (15) years -----	Twenty-three (23) @ Eight (8) hr workdays = 184 hrs
After sixteen (16) years -----	Twenty-four (24) @ Eight (8) hr workdays = 192 hrs
After seventeen (17) years -----	Twenty-five (25) @ Eight (8) hr workdays = 200 hrs

Section 2. Pay Advance.

A. If a regular pay day falls during the employee's vacation and he is to be on vacation for two (2) weeks or longer he will be entitled to receive that check in advance before going on vacation.

B. An employee must make a request to the Employer for his check two (2) weeks before leaving if he desires to receive it in advance.

**ARTICLE 29
PERSONAL LEAVE DAYS**

Each full time employee who has completed the probationary period may be allowed personal leave days with pay on a calendar year basis subject to the following:

A. Employees shall receive three (3) personal days.

B. Personal leave days shall not be cumulative or reimbursable upon termination.

C. Where possible at least twenty-four (24) hours notice shall be given to the Sheriff or his designee before personal leave day(s) use. Said use shall be in one-half (½) day increments or more and must be approved by the Sheriff or his designee. Denial shall not be arbitrary or capricious.

D. Said leave shall be in addition to any other benefits.

E. Employees who have completed the probationary period will be allowed one (1) personal leave day until the subsequent January 1.

**ARTICLE 30
INSURANCES**

Section 1. Life Insurance.

A. Life Insurance coverage will be Fifty Thousand dollars (\$50,000.00) per employee and Accidental Death and Dismemberment will be Fifteen Thousand dollars (\$15,000.00) per employee.

Section 2. Health/Medical/Hospitalization Insurance

A. Health Plan.

1. Each full-time employee shall be provided with Shiawassee County's Hospital-Dental-Vision Plan for the employee and their legal dependents beginning thirty (30) days following the date of hire which currently includes:

The Blue Cross/Blue Shield PPO Option 6 Health Plan with:

- (a) Prescription Drug Rider (\$10.00/\$20.00 Co-Pay) with three (3) month mail-in rider if available from carrier;
- (b) \$10.00 office visit Co-Pay.
- (c) The Employer may offer to the employees comparable alternate insurance coverage by an insurance carrier other than those listed above in lieu of coverage by the above-named carrier.

2. Employee Premium Cost-Sharing.

- (a) All employees who were actively employed by the Employer prior to September 12, 1996, shall assume ten percent (10%) of the premium cost by payroll withholding subject to §125 tax exempt treatment.
- (b) All employees who were hired on or after September 12, 1996, shall assume twenty percent (20%) of the premium cost by payroll withholding subject to §125 tax exempt treatment.

3. Family Continuation. At the employee's option and if available from the carrier, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding.

4. (a) In the Employer's discretion and consistently with state and Federal laws and rules and regulations, the Employer may offer optional alternative health insurance programs for eligible employees and their legal dependents for so long as the programs remain available.
- (b) In the event the premium cost for an optional Health Insurance Program elected by the employee exceeds that of the Employer's obligation under the BCBSM-Option 6 Plan, such differential in premium cost shall be paid by the employee through payroll deduction.

5. Cash in Lieu of Insurance.

- (a) An employee who is eligible for health/medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect to waive enrollment in the Plan provided by the Employer.
- (b) The waiver of coverage shall be made once per calendar year.
- (c) A waiver agreement drafted by the Employer shall be executed by the employee.
- (d) In the event an employee executes such a waiver, the Employer shall pay an amount equal to One Thousand Eight Hundred Dollars (\$1,800.00 annually or pro-rata \$150.00 per month) directly to the employee as taxable compensation at the termination of the waived annual coverage period (end of calendar year) which amount shall be subject to pro-ration.
- (e) Employees losing medical coverage from another source shall provide sufficient advance notice so that the employee and eligible dependents can be re-enrolled in a health care plan beginning the first day of the month following the effective loss of coverage.

6. No Double Coverage. Where both husband and wife are employees of Shiawassee County one of the two employees must exercise the cash waiver.

7. Optical and Dental Coverage. The employees shall participate in the County's Optical and Dental Plan.

**ARTICLE 31
LONG-TERM DISABILITY**

Section 1.

A long term disability insurance plan shall be effective following an elimination period of ninety (90) continuous calendar days of disability through and including the employee's sixty-fifth (65th) birthday or date of return to work or a total disability duration of three (3) years, whichever occurs first, subject to the terms of the insurance carrier.

Section 2.

The long term disability insurance coverage shall provide sixty percent (60%) of the employee's base salary.

**ARTICLE 32
WORKERS' COMPENSATION INSURANCE**

Section 1.

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job and sickness claims when such claims are due and owing.

Section 2.

The Employer shall provide Worker's Compensation protection for all employees.

Section 3.

A. If any employee is injured while in the line of duty, the County agrees to pay the difference of what the Workers' Compensation Insurance Carrier pays and what the employee's salary is for a period of time not to exceed 52 weeks in order that the employee will receive his full salary.

1. No benefits shall continue to be earned during this time, except the Employer shall continue the employee's health insurance and life insurance coverage and pension, during the 52 week period.
2. Vacation time, sick time and personal time shall accrue during the above 52 week period as though the employee were working.

Section 4.

An employee who, as a result of an injury sustained on the job, is required to leave the job by either a medical authority or the Sheriff will be paid for the entire day.

Section 5.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained.

A. Any 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.

B. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

**ARTICLE 33
UNIFORMS AND CLEANING OF UNIFORMS**

Section 1.

A. Each employee occupying the position of "Lieutenant" shall be entitled to and receive a clothing allowance in the sum of seven hundred and fifty dollars (\$750.00) per year.

B. Effective January 1, 2007, each employee occupying the position of "Lieutenant" shall be entitled to and receive a clothing allowance in the sum of nine hundred dollars (\$900.00) per year.

Section 2.

Effective January 1, 2007, each employee occupying the position of "Detective/Sergeant" shall be entitled to and receive a clothing allowance in the sum of seven hundred and fifty dollars (\$750.00) per year.

Section 3.

Said clothing allowance shall be in addition to certain cleaning provisions as hereinafter provided.

Section 4.

Payment shall be made on a bi-annual basis.

**ARTICLE 34
MILEAGE REIMBURSEMENT**

In the event an employee is required by the Employer to use his personal vehicle for business purposes, the employee shall receive mileage reimbursement at the rate established by the Board of Commissioners.

**ARTICLE 35
EDUCATION, TRAVEL AND EXPENSES**

Subject to prior approval by the Sheriff, the Employer shall pay the tuition, expenses and provide transportation to schools provided, in the event transportation is not provided by the employer. In the event the class is held outside of Shiawassee County, employees will receive mileage at the rate established by the Board of Commissioners and if transportation is not otherwise available.

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 the rate established by the Board of Commissioners.

ARTICLE 36 LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for unpaid leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment. Permission of the Sheriff is required in order to take such leave.

Section 2.

Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

No employee shall be granted a leave of absence for the purpose of obtaining other gainful employment. An employee who falsifies the reason for a leave of absence may be subject to disciplinary action.

Section 3.

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

Section 4.

An employee on an approved leave of absence shall continue to accumulate seniority.

Section 5.

Extension of the return to work date designated may be granted if approved by the Sheriff and Board of Commissioners.

Section 6.

The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of an unpaid personal leave of absence. After said thirty (30) day period the employee may make arrangements with the Employer, for continuation of health insurance, at the employee's expense and life insurance at the employee's

expense and payment of said benefits if permitted by the Insurance Carrier. No other benefits, except as provided above, shall accrue or continue during an unpaid leave of absence unless the employee is entitled to health insurance continuation under FMLA.

Section 7. Military Leave.

Re-employment rights of employees shall be in accordance with the Universal Military Training Act, as amended, and other 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 training, 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. The employee shall have deducted from his/her pay the amount the employee received from the armed services for that training, excluding travel and food allowance. Such leave shall not exceed two (2) calendar weeks per year.

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

Section 8. Jury Duty.

An employee who serves on jury duty while normally scheduled to be at work, will be paid the difference between his/her pay, excluding mileage allowance, for court duty and his/her regular rate of pay, provided that the employee provides proof of the payment made by the court. In addition, to be eligible for the above, the employee must return to work after his/her jury duty has been completed if released from jury duty with one (1) hour or more left in their shift.

Section 9. Funeral Leave.

A. In the event of death in an employee's immediate family or other family the employee shall be granted a leave of absence with pay at his regular rate for a period not to exceed three (3), four (4), or five (5) work days as provided below which period shall terminate with the day following the funeral:

1. Wages shall be paid only for the days included in the three (3), four (4), or five (5) days which would be the days the employee would normally work.
2. The employee shall be required to attend the funeral for which he is being given leave.

B. The term "**immediate family**" shall be defined as follows:

daughter	wife
son	husband
mother	step-son
father	step-daughter

1. For such relatives, employees shall be granted five (5) days as noted in Paragraph (A) above.

C. The term "**other family members**" is defined as:

grandparent	step-mother
grandchild	step-father
brother	step-sister
sister	step-brother
aunt	mother-in-law
uncle	father-in-law
	sister-in-law
	brother-in-law

1. For such relatives, employees shall be granted three (3) days as noted in paragraph (A) above.
2. However, if there is an out-of-state funeral, an additional day shall be given for travel for a total of four (4) days.

Section 10. Union Leave.

A. Leaves of absence without pay will be granted to any employee elected or selected by the Union to attend educational classes or conventions conducted by the Union.

B. The number will not exceed one (1) employee at any one time and the number of working days will not exceed ten (10) per employee in any one (1) calendar year.

Section 11. Education Leave.

A. An employee wishing to further his education in the field of law enforcement may be granted educational leave for a maximum two (2) years without pay.

B. This leave may be extended by mutual agreement.

**ARTICLE 37
SICK LEAVE**

Section 1.

A. Each non-probationary employee shall be entitled to nine (9) sick days non-accumulative effective January 1st of any calendar year.

B. Each employee shall have available for use as sick days four (4) of the nine (9) sick days granted each calendar year.

C. The employee may use his/her four (4) days of sick leave due to illness of the employee's spouse, children or parents.

D. Seventy-five percent (75%) of the sick days granted pursuant to Section 1-B (the four (4) days) that are unused in any calendar year shall be paid for by the Employer at the employee's regular rate of pay on or immediately after the first pay period in December of each calendar year.

Section 2. Department Bank.

A. Five (5) of the nine (9) sick days to which an employee is entitled shall be placed in "a departmental wide bank" to be administered by the Sheriff and/or Undersheriff.

1. The bank time shall be prorated if an employee is hired during the course of the calendar year.

B. Employees requiring sick days from the sick bank in addition to the remaining four (4) days shall make request to the Sheriff and/or Undersheriff.

C. The decision to grant or deny the use of the sick bank shall not be arbitrary or capricious and shall be subject to the grievance procedure contained in the Collective Bargaining Agreement.

D. Sick days granted pursuant to Section 1-B [the four (4) days] must be exhausted prior to the granting of sick leave from the established bank.

Section 3. Physician's Statement.

Where sick leave exceeds five (5) working days, a physician's statement may be required attesting to the employee's ability to return to work. The Sheriff and/or Undersheriff may request a doctor's release for any days used from the sick leave bank.

**ARTICLE 38
PERSONNEL FILES**

Section 1.

A. The parties agree that records of service will be kept in the employee's personnel file.

B. If citations are awarded by the Sheriff for instances of meritorious performance, above and beyond the call of duty, they will be kept in their personnel file.

C. The employee shall upon request, in the presence of the Employer, have access to his personnel file in compliance with applicable law.

**ARTICLE 39
BONDING**

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

**ARTICLE 40
SAFETY**

Section 1

If a vehicle should be regarded as defective, an employee should immediately inform the Undersheriff.

Section 2

If the Undersheriff determines the car to be defective, he shall cause the same to be parked and remain parked until cleared by a certified mechanic, as fit for road service.

Section 3.

The Employer agrees to comply with safe air standards as required by law.

Section 4

The Employer further agrees to furnish a communication system which will allow corrections officers the ability to communicate with other offices throughout the facility.

**ARTICLE 41
MAINTENANCE OF STANDARDS**

All existing benefits and conditions of employment which are uniformly applied in the department and not specifically modified by the provisions of this Agreement will be continued by the Employer for the duration of this Agreement.

**ARTICLE 42
SAVINGS CLAUSE**

If any Article or Section of this Agreement or any addendum thereof 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 Addendum shall not be affected 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 43
TERMINATION**

Section 1.

This Agreement shall remain in full force and effect from April 1, 2009, through March 31, 2012, at which time it shall expire unless extended by written agreement of both parties.

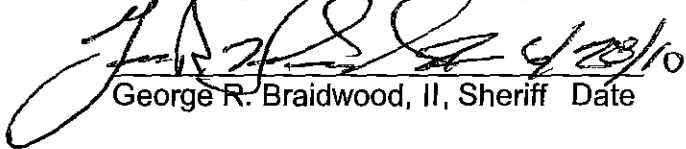
Section 2.

Either party may request in writing to amend the term(s) of the Agreement.

IN WITNESS WHEREOF, the parties set their hands on the dates set forth below.

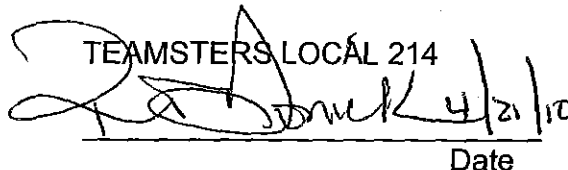
FOR THE EMPLOYER:

SHIAWASSEE COUNTY SHERIFF

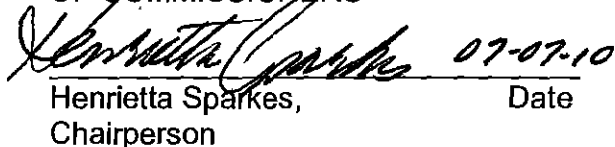

George R. Braidwood, II, Sheriff Date

FOR THE UNION:

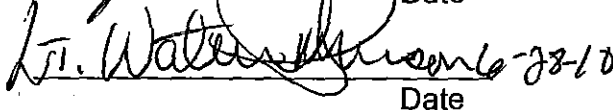
TEAMSTERS LOCAL 214


Date

SHIAWASSEE COUNTY BOARD
OF COMMISSIONERS


Henrietta Sparkes, Date
Chairperson


Date


Date