

5859

12/31/2004

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS AND THE SHERIFF  
OF  
GRAND TRAVERSE COUNTY

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

DEPUTIES' BARGAINING UNIT

For the period January 1, 2001 through December 31, 2004

*Grand Traverse County*

**Sections with Amendments:**

- 11.1 Define prorated seniority - clean up
- 13.3.G Overtime distribution
- 13.3.H Overtime for Corrections - clean up
- (old) 13.6 Detective Supplement (Section deleted)
- (new) 13.6 Add new Section: Field Training Officers Admin. Leave
- (old) 15.3 Eliminate Advance Vacation Checks (Renumber remaining paragraphs in section)
- 16.1 Sick leave pay - clean up
- 17.2 Retiree group health - define retirement
- 17.5 Retirement - clean up to current benefits
- 17.5 Retirement - define retirement for DC
- 19 Annual Clothing Allowance-plain clothes personnel (raised to \$750)

- 21.2 Two-Man Cars
- 21.27 Certification name change from MLEOTC to MCOLES
- 22.2.B Promotion - clarify experience
- 22.2.C Promotion - clean up (HR)
- 22.2.D Promotion - define current practice
- 22.2.G Promotion - cleanup (MCOLES)
- Term: 4 Year

Deputies Wages:

2001	2002	2003	2004
2.50%	3.50%	2.50%	3.00%

Corrections Wages:

2001	2002	2003	2004
2.50%	2.50%	2.50%	3.00%

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## TABLE OF CONTENTS

<b>ARTICLE NUMBER</b> Section Number	<b>ARTICLE NAME</b> Section Name	<b>PAGE</b>
	<b>AGREEMENT</b>	<b>1</b>
	<b>PREAMBLE</b>	<b>1</b>
<b>I</b>	<b>RECOGNITION</b>	<b>1</b>
1.1	Collective Bargaining Unit	
1.2	Definitions	<b>2</b>
<b>II</b>	<b>MANAGEMENT RIGHTS</b>	<b>2</b>
2.1	Employer's Right to Manage	
2.2	Employer's Right to Discipline and Discharge	<b>3</b>
2.3	Enforcement of Handicap Parking Laws	
<b>III</b>	<b>ASSOCIATION SECURITY</b>	<b>3</b>
3.1	Agency Shop	
3.2	Association Membership	
3.3	Checkoff	
<b>IV</b>	<b>REPRESENTATION</b>	<b>4</b>
4.1	Board Members	
4.2	Union Responsibility to Advise Employer of Representatives	<b>5</b>
<b>V</b>	<b>CONFERENCES</b>	<b>5</b>
5.1	Special Conferences	
<b>VI</b>	<b>GRIEVANCES</b>	<b>5</b>
6.1	Grievances	
6.2	Time Limits, Period of Back Pay, and Initial Step for Disciplinary Discharge or Layoff	<b>6</b>
6.3	Strikes and Walkouts	<b>7</b>
<b>VII</b>	<b>ARBITRATION</b>	<b>7</b>
7.1	Arbitration	
7.2	Arbitrator's Responsibilities	<b>8</b>
7.3	Appeal	
<b>VIII</b>	<b>DISCIPLINE AND DISCHARGE</b>	<b>8</b>
8.1	Progressive Discipline	
8.2	Review of Suspension or Discharge	
8.3	Criminal Offense	

8.4	Initial Step for Discharge or Disciplinary Grievances	8
8.5	Polygraph Test	
8.6	Precedent	
<b>IX</b>	<b>LAYOFF AND RECALL</b>	<b>9</b>
9.1	Layoff	
9.2	Required to Take Recall	10
9.3	Order of Recall	
<b>X</b>	<b>LEAVES OF ABSENCE</b>	<b>10</b>
10.1	General Considerations	
10.2	Medical Leave	11
10.3	Military Leave	
10.4	Jury Duty	12
10.5	Association Business	
10.6	Education	
10.7	Parental Leave	
10.8	Bereavement Leave	
10.9	Personal Leave	13
<b>XI</b>	<b>SENIORITY</b>	<b>13</b>
11.1	Definition	
11.2	Probationary Period	14
11.3	Seniority List	
11.4	Loss of Seniority	
<b>XII</b>	<b>LONGEVITY COMPENSATION</b>	<b>15</b>
12.1	Plan	
12.2	Grandfathered Plan	
12.3	Proration at Termination	
<b>XIII</b>	<b>HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE</b>	<b>15</b>
13.1	Hours	
13.2	Breaks	16
13.3	Overtime	
13.4	Shift Assignments	17
13.5	Shift Premium	18
13.6	Field Training Officers	
<b>XIV</b>	<b>HOLIDAY PAY</b>	<b>18</b>
14.1	Paid Holidays	
14.2	Eligibility	
14.3	Not Considered as Time Worked	
14.4	During Vacation	

14.5	Pay When Required to Work	19
14.6	Rate for Paid Holidays	
14.7	Agreed to Work But Doesn't	
14.8	Holidays Falling on Weekends	
14.9	Snow Days	
14.10	Floating Holiday	
<b>XV</b>	<b>VACATION</b>	<b>19</b>
15.1	Paid Vacation Schedule	
15.2	Credit of Vacation Accrual	20
15.3	Illness During Vacation	
15.4	Waiver of Vacation	
15.5	Scheduling of Vacations	
15.6	Payment of Vacation Bank upon Termination	
15.7	In Conjunction with Regular Days Off	
15.8	Maximum Length of Vacation	21
<b>XVI</b>	<b>SICK LEAVE PAY</b>	<b>21</b>
16.1	Eligibility for Sick Leave Pay	
16.2	Form to Claim Pay	
16.3	Pay out upon Death or Retirement	
16.4	Conversion of Sick Leave Banks	
16.5	Notification of Absence due to Sickness	
16.6	Frozen Sick Banks	
<b>XVII</b>	<b>INSURANCE AND PENSION</b>	<b>22</b>
17.1	Health Insurance	
17.2	Retirees Group Health	
17.3	Workers Compensation	23
17.4	Unemployment Insurance	
17.5	Retirement Plan	
17.6	Optical and Dental Insurance	
17.7	Life Insurance	
17.8	Short Term Disability	24
<b>XVIII</b>	<b>VACANCY AND TEMPORARY TRANSFER</b>	<b>24</b>
18.1	Vacancies	
18.2	Temporary Vacancy	
<b>XIX</b>	<b>CLOTHING ALLOWANCE</b>	<b>24</b>

<b>XX</b>	<b>UNIFORMS AND EQUIPMENT</b>	<b>25</b>
20.1	Wearing Apparel	
20.2	Equipment	
20.3	Maintenance and Cleaning	
<b>XXI</b>	<b>GENERAL</b>	<b>25</b>
21.1	Joint Health and Safety Committee	
21.2	Manpower	
21.3	MIOSHA	
21.4	Personnel Files	
21.5	Workplace Visits	<b>26</b>
21.6	Legal Assistance	
21.7	Training	
21.8	Use of Personal Vehicle	
21.9	Equipment	
21.10	Accidents	
21.11	False Arrest Insurance	
21.12	Bulletin Board	<b>27</b>
21.13	Rest Period	
21.14	Bond	
21.15	Court Time	
21.16	Call In	
21.17	Hours for Benefit Computation	
21.18	Examination of Records	
21.19	Rules, Regulations, Policies and Procedures	
21.20	Prisoner Transports	<b>28</b>
21.21	Bargaining Unit Work	
21.22	Tuition Reimbursement	
21.23	Personal Property	
21.24	Dive Team	<b>29</b>
21.25	Detective Assignment	
21.26	Physical Maintenance Program	
21.27	Loss of Certification	
<b>XXII</b>	<b>PROMOTIONS</b>	<b>29</b>
22.1	General Provisions	
22.2	Promotion to Sergeant	<b>30</b>
<b>XXIII</b>	<b>SAVINGS CLAUSE</b>	<b>31</b>
<b>XXIV</b>	<b>MAINTENANCE OF STANDARDS</b>	<b>32</b>
<b>XXV</b>	<b>TERMINATION</b>	<b>32</b>
	<b>ADDENDUM - WAGE SCHEDULE</b>	<b>33</b>

## AGREEMENT

This Agreement entered into this 6th day of February, 2003, 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 Police Officers Association of Michigan, hereinafter referred to as the "Association" expresses all mutually agreed covenants between the parties heretofore.

## PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, 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 Association affiliation.

The Employer and the Association 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 1.1 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, Captains, Lieutenants, Sergeants, Reserves, Administrative Staff and other temporary employees.

**Section 1.2 Definitions.** The terms "Employee" and "Employees" when used in this Agreement, shall refer to and include only those regular 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) **Regular Full-Time Employee:** Employees normally scheduled to work forty (40) hours or more per week shall be subject to all the terms of this Agreement.
- B) **Regular Part-Time Employee:** Regular scheduled part-time employees shall be defined as those employees regularly scheduled to work on a part time basis. Regular scheduled part time employees shall not be used to displace full time positions or for the purpose of avoiding overtime payment to regular full time employees. Regular scheduled part time employees shall be subject to all the terms of this Agreement.
- C) **Temporary Employees:** Temporary employees shall be defined as those employees hired for a specific project with a specific period of time not to exceed six months, unless extended by mutual agreement. Temporary employees shall not be used to displace full time positions or for the purpose of avoiding overtime payment to regular full time employees. Temporary employees shall not be subject to the terms of this Agreement, and shall not be covered by the provisions of this Article.
- D) **On Call Employees:** On call employees shall be defined as those employees who work on an irregular basis. Such employees shall not be subject to the terms of this Agreement. Employees classified as on call employees shall be used only to supplement the full time work force and shall not be used to avoid the payment of overtime to full time employees or to displace regular full time employees. On call employees may be used in the event of a leave in excess of five days by any regular employee and will exclude certified personnel.

## **ARTICLE II** **MANAGEMENT RIGHTS**

**Section 2.1 Employer's Right to Manage** 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 2.2 Employer's Right to Discipline and Discharge** 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.

**Section 2.3 Enforcement of Handicap Parking Laws** The enforcement of Handicapped Parking laws may be assigned to other personnel as allowed by State law.

### **ARTICLE III** **ASSOCIATION SECURITY**

**Section 3.1 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 Association and pay to the Association the dues uniformly required of all Association members, or pay to the Association a service fee equivalent to the periodic dues uniformly required of Association members.

**Section 3.2 Association Membership:** Membership in the Association 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 Association as they see fit. The Association 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 Association.

**Section 3.3 Checkoff:**

- A) During the life of this Agreement, the Employer agrees to deduct Association membership dues or the service fee equivalent from the pay of each employee who executes and files with the County a proper checkoff authorization form.
  
- B) Dues will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Association. Each employee hereby authorizes the Association and the Employer without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Association, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Association dues. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Association.

- C) A properly executed copy of the written check-off authorization form for each employee for whom dues, 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 Association by the Employer. Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Association may request at its sole discretion, that said dues or service fee owed under said agreement be deducted by the employer from the employees pay check pursuant to state law, without such authorization slip being signed.
- D) Deductions for dues 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. 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 Association 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 Association by an employee, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.
- F) The Association shall notify the Employer in writing of the proper amount of dues and service fees and any subsequent changes in such amounts.
- G) The Employer shall not be liable to the Association 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 Association agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and service fees.

#### **ARTICLE IV** **REPRESENTATION**

**Section 4.1 Board Members:** The Employer agrees to recognize the President and Executive Board Members. Said Board Members being members of the Bargaining Unit with two or more years of service and elected by the bargaining unit. The duties of the Board Members 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 Board Members will be expected to constitute the Bargaining Unit for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the President and Board Members 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 4.2 Union Responsibility to Advise Employer of Representatives** The Association will furnish the Employer with the names of its Executive Board 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 Association, and the Employer shall not be required to recognize or deal with any other than those so designated.

## **ARTICLE V** **CONFERENCES**

**Section 5.1 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, Executive Board 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 6.1 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) days after occurrence of the circumstance 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 Executive Board Member must first discuss the matter orally with the Division Commander or his designee.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on regular grievance form provided by the Local Association, signed by the employee

and presented to the Sheriff or his designee within three (3) working days of receipt of same by the President or his designee. 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 Association shall within five (5) working days of the Sheriff or his designee's disposition, contact the County Administrator to arrange a meeting between the Association 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 Association contacts the County unless a longer time is mutually agreed upon.

Step 4: Failing to resolve the issue at the third step, either party may request the services of a mediator through the Conflict Resolution Service. 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 6.2 Time Limits, Period of Back Pay, and Initial Step for Disciplinary Discharge or Layoff :**

- 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 Association 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 disciplinary layoff the Executive Board 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 Executive Board Member who must necessarily

be present for direct participation in grievance adjustments with management. Such Executive Board Member 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. This shall not include Unfair Labor Practices, or issues before the Michigan Employee Relations Commission.

**Section 6.3 Strikes and Walkouts:** 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 7.1 Arbitration:** If the grievance is not settled in the last step above, the Association representative may submit such grievance to arbitration. This submission is to be made within ten (10) days after receipt of the last step answer, with written notice to the Employer. 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.

If the parties are unable to agree on an arbitrator within five (5) working days or within a longer period if mutually agreed upon, the arbitrator shall be selected from the panel of arbitrators by each party alternately striking a name from the panel with the remaining name serving as the arbitrator.

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.

The expenses of the arbitrator shall be shared equally by the parties, however if either party cancels the arbitration, that party shall be responsible for the full amount of any

required fees. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

**Section 7.2 Arbitrator's Responsibilities:** It shall be the obligation of the arbitrator to the Employer and to the Association 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 7.3 Appeal:** There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Association, on all bargaining unit employees and on the Employer.

## **ARTICLE VIII** **DISCIPLINE AND DISCHARGE**

**Section 8.1 Progressive Discipline:** No employee shall be disciplined, suspended, demoted, or discharged except for just cause. It is mutually agreed that progressive discipline should be employed.

**Section 8.2 Review of Suspension or Discharge:** The discharged or suspended employee will be permitted to review his discharge or suspension with his Executive Board member and the Employer shall 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 Executive Board member.

**Section 8.3 Criminal Offense:** When an employee is accused of a criminal offense no suspension without pay shall result until the investigation is complete, a warrant issued, or an arrest effected (whichever may occur first).

**Section 8.4 Initial Step for Discharge or Disciplinary Grievances:** 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 8.5 Polygraph Test:** No employee will be required to take a polygraph test and such refusal will not be used against him.

**Section 8.6 Precedent:** 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 9.1 Layoff:**

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. Regular Part Time employees
3. Probationary employees

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 and has the proper qualification 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. Employees who are laid off from their classification and who do not have the proper qualifications to take another classification in the Department, shall, upon receiving the proper qualifications and/or certifications and provided that they are able to perform the work, be given preferential rehiring for that classification or their original classification.

E. 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.

F. 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.

- G. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Executive Board 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 9.2 Required to Take Recall:** 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 9.3 Order of Recall:** 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 10.1 General Considerations:** 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 regular 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, unless otherwise stated in this contract.

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

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.



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.

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.

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

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

The re-employment rights of employees will be limited by applicable laws and regulations. Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to them before going on unpaid leave.

**Section 10.2 Medical Leave** Leaves requested due to illness or medical disability (including maternity) must be accompanied by a doctor's certificate that the employee is unable to work and the reason therefore. Employees returning to work must present a doctor's statement indicating the employee's ability to return to the job. Accumulated sick leave may be used for such leave until exhausted.

In the case of maternity, the pregnant employee shall, by the sixth month of pregnancy, provide her supervisor and Personnel with a doctor's statement estimating the delivery date and recommending an exact calendar date for the start of leave. The period of disability for maternity leave shall be assumed to be six weeks from the date of birth unless a doctor's statement indicates otherwise.

**Section 10.3 Military Leave**

- A. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve are called for defense training, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they shall receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- 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 during a declared war,

shall, upon completion of such service, be reinstated to their former position or 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 reinstatement; 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 10.4 Jury Duty** 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, or when 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.

- A. Seniority will continue to accrue to the employee.
- B. Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees to the Employer.

**Section 10.5 Association Business:** Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Association to attend educational classes or conventions conducted by the Association. The number will not exceed two (2) employees at any one time and the number of working days for all employees shall not exceed seven (7) in any one (1) calendar year.

**Section 10.6 Education** 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.

**Section 10.7 Parental Leave** An employee may request a parental leave for up to six months to begin at birth or date of adoption. Accumulated vacation or unpaid leave may be used for this purpose.

**Section 10.8 Bereavement Leave**

- A) When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse, 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.

**Section 10.9 Personal Leave** Each regular full-time and regular part-time (on a pro-rated basis) employee hired or who transfers into the bargaining unit on or after May 1, 1995, and each current employee who has made a written, irrevocable selection of the Sick & Accident Plan by June 1, 1995, shall be granted fifty-six (56) hours of personal leave each year in the first pay period which is paid in December. New employees shall be granted this leave upon completion of six (6) months of continuous service, pro-rated on the number of months of service within the benefit year. Employees who have not completed six months of continuous employment as of December 1st shall not receive leave for the prior year, however shall receive the full fifty-six (56) hours upon completion of six months of employment. This leave may be used at the employee's discretion for sick or personal reasons. Twenty-four hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments. 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 misuse of sick leave may be required to submit a statement from a physician to verify such illness.

Any balance remaining following the last full pay period in November shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

## **ARTICLE XI** **SENIORITY**

**Section 11.1 Definition** Seniority with the county shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of hire. Union seniority shall be the total of all time served in a position covered by the union since the employee's last date of hire, prorated for regular part time service based on the employee's full time equivalent (FTE). 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.

## **Section 11.2 Probationary Period**

- A) All new full-time and regular part-time employees shall serve a probationary period of twelve (12) months. 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.
- B) Any current employee within the department who is appointed to a new position, including regular part time employees appointed to a regular full time position, will serve a probationary period in the new position. This probationary period shall be a minimum of six months, up to one year pro-rated on time served if the employee is on probation at the time of appointment. At any time during this period the employee may, on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of classification seniority. The employee, during such probationary period, may be returned to their former classification without loss of seniority at any time by the Employer. They may be terminated only for just cause, and are subject to the terms of the contract. Association seniority shall not accumulate while the employee is in a position outside the bargaining unit except as noted in 22.2.F.
- C) 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.
- D) 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 11.3 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 11.4 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.
- 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 12.1 Plan** All employees shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- A. After completion of five (5) years of service the employee shall receive a \$50 longevity bonus.
- B. In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity bonus with no maximum limit.

**Section 12.2 Grandfathered Plan** For those employees hired prior to October 18, 1988, and who selected Plan A on the "Employee Election of Longevity Pay Plan" prior to January 16, 1989, a longevity bonus shall be payable as a separate check on the first pay date in December in accordance with the following schedule:

After 10 years of service: 5% of base pay  
After 15 years of service: 10% of base pay

This payment shall be prorated over the remainder of the calendar year in which completion of the 10 years (or 15 years) service occurs.

**Section 12.3 Proration at Termination** At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.

## **ARTICLE XIII** **HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE**

**Section 13.1 Hours** 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 a one half hour 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 13.2 Breaks** 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, and which shall not carry over or accumulate.

**Section 13.3 Overtime** 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 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.

Those employees who, by mutual agreement of the employee and the Employer, work a ten (10) hour day shall receive time and one half (1 1/2) for hours worked in excess of ten (10) hours in any twenty-four (24) hour period as authorized and approved by the Employer.

- B) Periodically - All work performed in excess of one hundred and sixty (160) hours in any twenty-eight (28) day scheduled 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 1/2) times the employee's regular hourly rate, excluding all forms of premium pay.
- D) 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 by the employee, and the Sheriff, at his discretion may grant compensatory time off when workload and scheduling may permit.
- E) 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.
- F) An overtime distribution sheet shall be kept current within the classification affected, except for the detective division. Overtime worked or refused shall be added to the overtime distribution sheet within a period of four days.

- G) When an overtime assignment occurs, the employee with the lowest number of overtime hours worked in the overtime distribution book for the classification affected 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 lowest three (3) eligible full time employees in the overtime distribution book have been offered the overtime. In the event that none of the lowest three (3) employees accept the overtime, or cannot be contacted, the overtime may be offered to any full time employee of the Bargaining Unit on a volunteer basis. If no full time volunteer can be found, the overtime may be offered to any part time employee of the Bargaining Unit on a volunteer basis. If a volunteer or part time employee cannot be located in a reasonable amount of time, the lowest employee contacted on the equalization list will be ordered in. If this employee has already refused the overtime, he or she will be credited with eight (8) hours refused time, and eight (8) hours worked on the overtime distribution chart.

Part time employees may be held over at the end of their shift if there is not a full time employee immediately available to fill the need. Part time employees should not be held over for more than four (4) hours.

When an available overtime sheet is posted, a reasonable cut off date shall be set for the full time employees of the Bargaining Unit. After that date, the part time members of the Bargaining Unit, or other qualified employees of the department may bid for the available overtime.

- H) Any Corrections Division employee, including those returning to this classification from another classification, new hires receiving full time Corrections officer status that are eligible in the current calendar year for offered or assigned overtime, and any Corrections Officer returning to full time duty, from medical leave of 30 or more days, as ordered by a medical doctor (not to include elective surgery, or complications resulting from elective surgery), will be placed no lower than 12 hours below the next lowest employee for overtime hours logged in the distribution book for the classification affected.

**Section 13.4 Shift Assignments** Shift assignments for employees in the Security Section and Patrol Section will be made on an eighty four (84) day 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. Management maintains the right to make temporary assignments in mid quarter due to extended illnesses, training, promotions, vacancies or probationary employee status, and 30 days prior notice shall be given to the employee when it affects vacations, to accommodate the employees and the shift.

An employee may request a shift preference at the first selection period after he has completed one (1) year probationary period, or at the first selection period after transfer to the Division.

**Section 13.5 Shift Premium:** Employees assigned and working on shifts commencing at or after 3 p.m. 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 11 p.m. shall receive a shift differential of thirty-five (\$.35) per hour in addition to their regular hourly rate. Employees who work four (4) or more hours into either shift shall receive the shift premium called for the entire shift.

**Section 13.6 Field Training Officers Administrative Leave** Deputies serving as Field Training Officers shall be compensated by receiving sixteen (16) hours of comp time per recruit. This shall apply only if the FTO trains the recruit for the full 20 day "step" of FTO training. If two FTOs "split" a recruit's training, the Field Services Lieutenant will determine what percentage of the sixteen (16) comp time hours each FTO is entitled.

#### **ARTICLE XIV** **HOLIDAY PAY**

**Section 14.1 Paid Holidays** The following shall be considered as paid holidays for purposes of this Agreement:

New Year's Day	Veteran's Day
Easter Sunday/Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

Employees who are assigned to 7 day operations will celebrate Easter Sunday, those assigned to a Monday through Friday schedule shall celebrate Good Friday.

**Section 14.2 Eligibility** 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 14.3 Not considered as Time Worked** 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 14.4 During Vacation** 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 14.5 Pay When Required to Work** Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one half (1 1/2) 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 14.6 Rate for Paid Holidays** 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 14.7 Agreed to Work But Doesn't** 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 scheduled, he shall not receive the pay for such holiday, unless on an excused leave.

**Section 14.8 Holidays Falling on Weekends** 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 preceding 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 14.9 Snow Days** County snow day procedures will apply to bargaining unit personnel.

**Section 14.10 Floating Holiday** One floating holiday shall be credited to the employee as of January 1st each calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday. Such holidays shall not accrue from year to year or be paid out for any reason.

## **ARTICLE XV** **VACATION**

**Section 15.1 Paid Vacation Schedule** Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible.

## VACATION SCHEDULE

<u>YEARS OF SERVICE</u>	<u>DAYS (HOURS)</u>	
Less than 3 years	10	(80)
3, but less than 5 years	12	(92)
5, but less than 15 years	15	(120)
15, but less than 25 years	20	(160)
25 or more years	25	(200)

**Section 15.2 Credit of Vacation Accrual** Vacation leave will be credited bi-weekly to the employee's "bank" based upon the employee's Service Date and in accordance with the above schedule up to a maximum carry-over of 20 days on the Employee's Service Date.

**Section 15.3 Illness during vacation** If an employee becomes ill and/or is under the care of doctor during his vacation, he/she may choose to use personal leave or sick leave rather than vacation leave for that period of time. A doctor's statement may be required by the Employer. His/her vacation for the number of days so utilized may be rescheduled.

**Section 15.4 Waiver of Vacation** A vacation may not be waived by a 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 15.5 Scheduling of Vacations** 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 preceding year. Requests for this time period submitted after November 1st will be handled on a first-come-first- served basis.

**Section 15.6 Payment of Vacation Bank upon Termination:** 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 15.7 In Conjunction with Regular Days Off** Employees shall be permitted to schedule their vacation in conjunction with their regular pass days. Pass days in this situation shall be considered as part of the total vacation period.

**Section 15.8 Maximum Length of Vacation:** In an effort to assure all employees a reasonable opportunity to request the vacation periods consistent with their personal needs, the employer reserves the right to approve vacations up to a maximum of two consecutive weeks. Vacation requests which exceed two weeks will be held for final evaluation by the Division Commander until all other vacation requests have been submitted.

## **ARTICLE XVI** **SICK LEAVE PAY**

**Section 16.1 Eligibility for Sick Leave Pay** Employees who grandfathered under the old sick leave plan shall earn paid sick 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 16.2 Form to Claim Pay** 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 misuse of sick leave may be required to submit a statement from a physician to verify such illnesses.

**Section 16.3 Pay out upon Death or Retirement** Fifty percent (50%) of any balance up to 120 days left upon retirement or death of an employee shall be paid at the employee's regular rate of pay.

**Section 16.4 Conversion of Sick Leave Banks** Employees may convert accumulated sick leave in excess of one hundred twenty (120) days on the basis on two (2) sick days for one (1) vacation day by notifying Personnel in writing with a copy to the Sheriff.

**Section 16.5 Notification of Absence due to Sickness** Employees absent from work due to illness must notify their immediate supervisor at least one hour prior to 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 16.6 Frozen Sick Banks** Employees hired or who transfer into the bargaining unit on or after May 1, 1995, or current employees who have made a written, irrevocable selection of the Sick & Accident Plan by June 1, 1995, shall have their sick banks frozen

and shall not be eligible for sick leave accumulation as described in this article. Frozen sick banks may be used in the following instances:

1. For absences after the personal hours have been exhausted.
2. For regularly scheduled hours during the first seven calendar days when an employee qualifies for the short term disability coverage.
3. When an employee qualifies for the short term disability coverage, but chooses to use their frozen sick bank first.

Any balance left upon retirement (under the County's retirement plan or eligible for drawing social security) or upon death shall be paid at the rate of one half of any unused hours at the prevailing hourly rate of the employee, up to a maximum payout of four hundred and eighty (480) hours.

## **ARTICLE XVII** **INSURANCE AND PENSION**

**Section 17.1 Health Insurance** The Employer agrees to pay the full premium for hospitalization and medical insurance coverage for regular full time employees and their families. Regular part time employees will be covered at the percentage of their regular scheduled hours, with the employee responsible for the balance of the monthly premium by payroll deduction. Said insurance shall be substantially equivalent to benefits in effect with the Health Maintenance Organization on January 1, 1994. This 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. Employees whose spouses are also employed by Grand Traverse County will not be eligible to be double covered under the health program. They may each select their own coverage (in the case of traditional insurance or HMO) if they wish, and dependents will be covered under the employee whose birth date comes first in the year, unless otherwise agreed to by both employees.

The benefits provided under this section shall be secondary to any personal protection or personal injury benefits available from an insurer under a motor vehicle policy described in Section 3101(1) of the Michigan Compiled Laws.

**Section 17.2 Retirees Group Health** 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. Retirees of the Sheriff Department age 62 and over shall, upon written request at the time of retirement (or they become eligible), have fully paid complementary coverage (medicare supplement). Retirement shall be defined as meeting the years and service required to retire under the defined benefit plan identified in Section 17.5 (age 60 with 10 years of service or age 50 with 25 years of service).

**Section 17.3 Workers Compensation** In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws. Any employee that is eligible for workers' compensation will receive, in addition to their workers' compensation, 20% of their gross pay for a period of time of up to thirty six (36) months. If the guidelines for the amount of the workers compensation payment changes, the union and the employer will meet to renegotiate the amount of the supplement.

The employee may be required to obtain a release to return to work.

If the employee is 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 17.4 Unemployment Insurance** The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

**Section 17.5 Retirement Plan** As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer shall contribute 6% of wages under the Municipal Employee's Retirement System, Defined Contribution Plan. Employees may choose to make a one time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service.

Employees already under the MERS Defined Benefit plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits calculated with a 2.8% multiplier until age 65, at which time the multiplier reverts back to B4 (2.5%), with FAC-3, the F50/25 waiver, and E2 Rider. There is a 2% of gross wage payroll deduction to pay for this benefit.

Age 60 with 10 years of service, or age 50 with 25 years of service shall be used for determination of age of retirement for payment of benefits upon retirement.

**Section 17.6 Optical and Dental Insurance** The County will provide to full-time unit members optical and dental coverage under or substantially equivalent to the Grand Traverse County Dental and Vision Plans B effective on January 1, 1993.

**Section 17.7 Life Insurance:** The Employer agrees to pay the full premium for term life insurance and accidental death and dismemberment insurance for regular full-time employees in the amount of \$20,000 or one (1) times salary (whichever is greater). Said

insurance to become effective the first of the month following six (6) months of employment.

**Section 17.8 Short Term Disability** The employer agrees to provide Short Term Disability coverage for all regular full-time and regular part-time employees who enter the bargaining unit on or after May 1, 1995, and for current employees who selected the Sick & Accident Plan in writing by June 1, 1995, such insurance to be effective the first of the month following six months of service. This insurance shall provide 66 2/3 percent of the employee's regular weekly wage up to a maximum of \$600 per week for up to 26 weeks for absences due to approved injury or illness. The coverage will begin on the eighth day following injury or illness.

## **ARTICLE XVIII** **VACANCY AND TEMPORARY TRANSFER**

**Section 18.1 Vacancies** Vacancies within the Sheriff's Department shall be given preference to be filled from within the Department. Established job requirements and qualifications 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 for members of the department by test ID number. 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 18.2 Temporary Vacancy** 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 within the appropriate division. 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 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 XIX** **CLOTHING ALLOWANCE**

Plain clothes personnel shall receive an annual clothing and cleaning allowance of Seven Hundred Fifty Dollars (\$750.00). This allowance shall be paid on the second pay of January of each year.

**ARTICLE XX**  
**UNIFORMS AND EQUIPMENT**

**Section 20.1 Wearing Apparel** 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 three (3) pair of pants and/or skirts, three (3) summer shirts and/or blouses, three (3) winter shirts and/or blouses and necessary hats, leather and utility pieces, side arms, belts and other necessary insignia. The Employer agrees to provide jackets and to replace such items as necessary.

**Section 20.2 Equipment** The Employer shall furnish all equipment it deems necessary to the employees to perform their respective work assignments and shall keep all equipment in safe operating condition. Misuse of equipment may result in discipline.

**Section 20.3 Maintenance and Cleaning** The present program of maintenance and cleaning shall be continued through the life of this contract.

**ARTICLE XXI**  
**GENERAL**

**Section 21.1 Joint Health and Safety Committee:** The parties to this Agreement shall establish a Joint Safety Committee consisting of one (1) representative of the Association, one (1) representative of the Sheriff and one (1) representative 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.

**Section 21.2 Manpower** All marked units assigned to the Sheriff's Office patrol will be staffed by one (1) certified police officer. Two (2) officers shall man any patrol units assigned to the Sheriff's Office patrol midnight shift, presently 11:00 p.m. to 7:00 a.m. During the midnight shift, each certified officer shall have the ultimate decision as to whether or not a non-certified officer rides with him or her to satisfy the two-man requirement. Township units, traffic units, units participating in grant funded patrol, or any unit that is regularly scheduled to complete their shift before 2:00 a.m. shall be exempt from the two-man requirement.

**Section 21.3 MIOSHA** 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 21.4 Personnel Files** 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 21.5 Workplace Visits** Authorized representatives of the Association may be permitted to visit the operation of the Employer during working hours to talk with the Executive Board Members, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Association will arrange with the Employer for time and place prior to the occurrence of such visits.

**Section 21.6 Legal Assistance** 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 their duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

**Section 21.7 Training** The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay.

**Section 21.8 Use of Personal Vehicle** 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 21.9 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.

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 21.10 Accidents** 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 to work will be paid for the remainder of his shift.

**Section 21.11 False Arrest Insurance** The Employer shall pay the cost of \$500,000.00 for False Arrest Insurance.



**Section 21.12 Bulletin Board** The Employer will provide a bulletin board in the facility where employees hereunder are employed for the use of the Association and the Employer. Only official notices are to be posted and must have the signature of the President or a Board Member. The Association will promptly remove from such bulletin board any material which is detrimental to the Association/Employer relationship.

**Section 21.13 Rest Period** 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 21.14 Bond** Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

**Section 21.15 Court Time** 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 1/2) and a minimum of two (2) hours at time and one-half (1 1/2) for appearing before the Magistrate for their set appearance in lieu of any witness fees.

**Section 21.16 Call In** The employees of the bargaining unit will be paid a minimum of three (3) hours at time and one half (1 1/2) for call back time. This provision will not apply if the call-in is one (1) hour or less, however any call in time amounting to less than one (1) hour will be paid at the minimum of one (1) hour.

**Section 21.17 Hours for Benefit Computation** 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 21.18 Examination of Records** The Association 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 Association, such records shall be furnished by the Employer for inspection.

**Section 21.19 Rules, Regulations, Policies and Procedures** 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 Association 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 21.20 Prisoner Transports**

- A. At least one (1) regular female employee will be used in the scheduled transporting of any female, except this requirement will not apply to female prisoners transferred 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) certified officers in the vehicle.
- B. Except as provided in paragraph A above, single officer units may be required to perform prisoner transports to and from the following counties: Antrim, Charlevoix, Crawford, Otsego, Missaukee, Kalkaska, Wexford, Benzie, and Leelanau.
- C. In the planning and scheduling of all prisoner transports, management shall give due consideration to issues of officer safety and escape risks.

### **Section 21.21 Bargaining Unit Work**

- A) Employees who do not fall within the definitions within this contract will not be assigned to work which is 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.
- C) It is recognized and understood by the parties of this agreement that regular employees of the Sheriff's Department who hold the appropriate certification(s) may perform any function or work assignment within the Sheriff's Department appropriate for their certification, if such action does not violate the provisions of paragraph A above.

**Section 21.22 Tuition Reimbursement** Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County Policy.

**Section 21.23 Personal Property** The Employer agrees to replace all personal property damaged in the line of duty when reasonable care and effort has been taken by the employee under the following guidelines:

- 1) All jewelry is 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 21.24 Dive Team** Members of the dive team who are called in shall not be paid for the first hour of response unless the dive team function is activated, or for the first two (2) hours if the dive is outside the county. Certified members of the dive team shall receive one and one half (1 1/2) their hourly rate for all required dives from the time the first diver enters the water until the last diver comes out of the water, if the officer is on site, except on-duty training dives.

**Section 21.25 Detective Assignment** All deputies 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.

**Section 21.26 Physical Maintenance Program** All employees, part time and full time, hired after January 1, 1986, will be required to participate in the Physical Maintenance Testing procedure unless the law mandates that an employee be exempt either from testing or from having all the requirements with respect to physical qualifications applied to him/her.

**Section 21.27 Loss of Certification** Employees covered by the collective bargaining agreement who fail to maintain required MCOLES or MCOTC certifications will be allowed a maximum of thirty (30) days to correct the deficiency; termination of employment may immediately follow. The Sheriff may determine that the 30-day period shall be a temporary leave without compensation. Any situation which would otherwise be subject to immediate termination shall not be considered under the 30-day provision.

## **ARTICLE XXII** **PROMOTIONS**

### **Section 22.1 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 position/ classification of Sergeant.
- 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) Vacancies are to be filled within sixty (60) days unless mutually agreed by the

Employer and the Association to extend.

- 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) Promotion to the classification of Sergeant in the Patrol/Detective Divisions will be limited to certified officers in those divisions. Promotion to the classification of Sergeant in the Corrections Division will be limited to personnel working in that division.

### **Section 22.2 Promotion to Sergeant**

- A) Written and oral examinations 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 one (1) year of the date of the test. In the event that a regular full-time vacancy occurs during the one-year lapse time, the Employer will immediately administer a new exam.
- B) By the date of the written test, a deputy must have completed four (4) years seniority with the Grand Traverse County Sheriff's Department, and five (5) years police experience. Police experience is defined for a law enforcement officer as an officer working full time with a certification recognized by Michigan Commission on Law Enforcement Standards (MCOLES). Experience is defined for a correctional officer as an officer who has worked full time as a corrections officer in either a county jail or state correctional facility.
- C) Testing procedures shall be as follows:
  - 1. Written Exam: the written examination shall be a standard validated sergeant test. The candidates must have a score of 70% to proceed to the next step.
  - 2. Oral Exam: The oral examination process for promotional purposes shall be conducted by a four (4) member panel consisting of one (1) captain, (1) sergeant selected by the Association, one (1) member at large, and a

representative of the County Human Resources Office. Candidates must have a combined average score of 70% in the written and oral exams to proceed.

- D) The percentage for each portion of the examination shall be 50% for written and 50% for oral. One point shall be added to the total score for each year of service of the candidate. The procedure for scoring the written and oral exam is as follows: take the total score for the written examination based on one hundred percent, dividing it in half and adding it to the total score for the oral examination based on one hundred percent, divided in half, with the addition of one point for each year of service for the candidate, calculated to the nearest completed month.
- E) To fill a regular vacancy in the rank of sergeant, the Sheriff shall have his/her choice from the top three candidates.
- F) Employees promoted to the classification of sergeant shall serve a one year orientation period. During such orientation period, the Employer, with justification, may demote such employee back to his/her former classification. It is further agreed that employees may exercise the right to voluntarily return to their former classification. In either event, employees shall not lose seniority for previous time spent in the grade, plus the orientation period in the new position. Employees who are demoted from a higher classification for disciplinary reasons may be required to serve a six month probationary period and shall be subject to all terms of this agreement. The employee demoted, or voluntarily returning shall not be permitted to disrupt the then in effect shift preference of other employees within the Bargaining Unit.
- G) Prior to actual promotion, the selected candidate must pass a urine drug screen based upon MCOLES standards.

**ARTICLE XXIII**  
**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 XXIV**  
**MAINTENANCE OF STANDARDS**

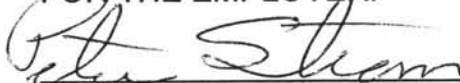
The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. This provision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

**ARTICLE XXV**  
**TERMINATION**

This Agreement shall be effective retroactive to the first day of January, 2001, and shall remain in full force and effect until the thirty-first day of December, 2004. 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:

  
\_\_\_\_\_

Chairman, Board of Commissioners

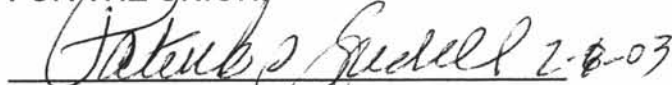
  
\_\_\_\_\_

Sheriff

  
\_\_\_\_\_

County Administrator

FOR THE UNION:

  
\_\_\_\_\_

Business Representative

  
\_\_\_\_\_

President

\_\_\_\_\_

P.O.A.M. DEPUTIES UNIT Payscale

**Effective January 1, 2001**

2.50% Deputies  
2.50% Corrections Officers

	Start	6 month	1 year	2 year	3 year	4 year
<b>DEPUTY</b>	13.87	14.75	15.72	16.66	17.32	18.06
	1109.46	1179.98	1257.88	1332.50	1385.80	1444.84
	28845.96	30679.48	32704.88	34645.00	36030.80	37565.84
<b>DETECTIVE</b>	13.87	14.75	15.72	16.66	17.32	18.06
<b>ASSIGNMENT</b>	1109.46	1179.98	1257.88	1332.50	1385.80	1444.84
	28845.96	30679.48	32704.88	34645.00	36030.80	37565.84
<b>CORRECTIONS</b>	13.41	14.28	15.23	16.18	16.81	17.55
<b>OFFICER</b>	1072.56	1142.26	1218.52	1294.78	1344.80	1403.84
	27886.56	29698.76	31681.52	33664.28	34964.80	36499.84

**Effective January 1, 2002**

3.50% Deputies  
2.50% Corrections Officers

	Start	6 month	1 year	2 year	3 year	4 year
<b>DEPUTY</b>	14.35	15.27	16.27	17.24	17.93	18.69
	1148.29	1221.28	1301.91	1379.14	1434.30	1495.41
	29855.57	31753.26	33849.55	35857.58	37291.88	38880.64
<b>DETECTIVE</b>	14.93	15.88	16.92	17.93	18.65	19.44
<b>ASSIGNMENT</b>	1194.22	1270.13	1353.98	1434.30	1491.68	1555.23
	31049.79	33023.39	35203.53	37291.88	38783.55	40435.87
<b>CORRECTIONS</b>	13.74	14.64	15.61	16.59	17.23	17.99
<b>OFFICER</b>	1099.37	1170.82	1248.98	1327.15	1378.42	1438.94
	28583.72	30441.23	32473.56	34505.89	35838.92	37412.34

**Effective January 1, 2003**

2.50% Deputies  
2.50% Corrections Officers

	Start	6 month	1 year	2 year	3 year	4 year
<b>DEPUTY</b>	14.71	15.65	16.68	17.67	18.38	19.16
	1177.00	1251.81	1334.45	1413.62	1470.16	1532.79
	30601.96	32547.09	34695.79	36754.01	38224.17	39852.66
<b>DETECTIVE</b>	15.30	16.27	17.35	18.38	19.11	19.93
<b>ASSIGNMENT</b>	1224.08	1301.88	1387.83	1470.16	1528.97	1594.11
	31826.04	33848.98	36083.62	38224.17	39753.14	41446.77
<b>CORRECTIONS</b>	14.09	15.00	16.00	17.00	17.66	18.44
<b>OFFICER</b>	1126.86	1200.09	1280.21	1360.33	1412.88	1474.91
	29298.32	31202.26	33285.40	35368.53	36734.89	38347.64

**Effective January 1, 2004**

3.00% increase over 2000  
3.00% Corrections Officers

	Start	6 month	1 year	2 year	3 year	4 year
<b>DEPUTY</b>	15.15	16.12	17.18	18.20	18.93	19.73
	1212.31	1289.37	1374.49	1456.02	1514.27	1578.78
	31520.02	33523.51	35736.66	37856.63	39370.90	41048.24
<b>DETECTIVE</b>	15.76	16.76	17.87	18.93	19.69	20.52
<b>ASSIGNMENT</b>	1260.80	1340.94	1429.47	1514.27	1574.84	1641.93
	32780.82	34864.45	37166.13	39370.90	40945.74	42690.17
<b>CORRECTIONS</b>	14.51	15.45	16.48	17.51	18.19	18.99
<b>OFFICER</b>	1160.66	1236.09	1318.61	1401.14	1455.27	1519.16
	30177.27	32138.33	34283.96	36429.59	37836.94	39498.07

