

5889

9/30/2000

AGREEMENT

THIS AGREEMENT, entered into this 1ST day of October, 1997, between the Gratiot County Board of Commissioners, the Sheriff of Gratiot County, hereinafter referred to as the "County", and the Police Officers Labor Council, Gratiot County Sheriff's Department Unit, hereinafter referred to as the "Union".

ARTICLE 1. PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth the terms and conditions of employment, and promote orderly and peaceful employment relations for the mutual interest of the County by and through its Sheriff's Department, and the Employees by and through the Union.

Section 2. The parties recognize the responsibility of the Sheriff of Gratiot County as the people's elected official, to operate and manage the Sheriff's Department for and on behalf of the County, and to carry into effect on the County's behalf, the provisions of this Agreement. The parties further recognize that the interests of the community and job security of the Employees depend upon the County and the Sheriff's success in establishing a proper service to the community.

Section 3. To these ends, the County, through the Sheriff, as hereinafter provided, and the Union, encourage the fullest degree of friendly and cooperative relations between respective representatives at all levels and among all Employees.

*Gratiot County*

## ARTICLE 2. RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the County recognizes the Police Officers Labor Council as the exclusive bargaining representative for the bargaining unit for the purpose of collective bargaining and respective rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, for all Employees of the Gratiot County Sheriff's Department, with the following exceptions:

- A. Undersheriff
- B. Jail Administrator/Lieutenant
- C. Regular Part-time Employees - Road Deputies, those employed on a regular basis of not more than sixty (60) hours worked per eighty (80) hour pay period. And Corrections/Dispatch, those employed on a regular basis of not more than twenty-four (24) hours with a forty (40) hour work week. It is understood that the Employer may carry a maximum of six (6) part-time road deputies and a maximum of four (4) Corrections/Dispatch Employees at any given time during the term of this Agreement.
- D. Temporary Employees - those employed for a period not to exceed ninety (90) days.

## ARTICLE 3. AID TO OTHER UNIONS

The County and the Sheriff will not aid, promote or finance

any labor group or organization which purports to engage in collective bargaining or make any Agreement with any such group or organization for the purpose of undermining the Union.

#### ARTICLE 4. UNION SECURITY

As a condition of continued employment, all Employees included in the bargaining unit, within 30 days from the date of their employment within the Gratiot County Sheriff's Department or effective date of this Agreement, whichever is later, shall become members of the Union or pay a service fee to the Union for labor services as uniformly required by the Union for the duration of this Agreement. Employees shall be deemed to be in compliance with this section if they're not more than 30 days in arrears in payment of membership or service fees, whichever is appropriate.

#### ARTICLE 5. UNION DUES

Section 1. Employees shall tender monthly check-off membership dues by signing an Authorization for Check-Off Dues form. Dues to be deducted as provided in Section 3 of this Article 5.

Section 2. During the life of this Agreement and in accordance with the terms of the form of authorization for check off of dues or service fee, hereafter set forth, the County agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Police Officers Labor Council from

the pay of each Employee who executes or has executed the "Authorization for Check-Off Dues" form attached hereto.

Section 3. Check-Off Deductions under all properly executed Authorization for Check-Off Dues form shall become effective at the time the application is signed by the Employee and shall be deducted commencing one month from date of hire, and the first pay of each month thereafter.

Section 4. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with the list of those from whom dues have been deducted as soon as possible after the 15th day of each month.

Section 5. An Employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of the Employees following the end of the month in which the termination took place.

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EXECUTIVE OFFICES  
667 EAST BIG BEAVER - SUITE 205 - TROY, MI 48083  
LABOR COUNCIL  
POLICE OFFICERS LABOR COUNCIL  
DUES CHECK OFF CARD  
667 East Big Beaver, Suite 205, Troy, MI 48083

I hereby request and authorize to be deducted from my wages earned while in your employe, a labor representation fee of \$ \_\_\_\_\_ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the POLICE OFFICERS LABOR COUNCIL, 667 East Big Beaver, Suite 205, Troy, MI 48083

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(Print) Last Name	First Name	Middle Initial
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Address	City	State	Zip
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Social Security Number	SIGNATURE	Date
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ARTICLE 6. UNION REPRESENTATION

Section 1. Union representation shall be handled by a Bargaining Committee comprised of three unit members and alternates of the three members when necessary.

Section 2. In the event that it becomes necessary, by reason of emergency or required attendance in Court, for more than one alternate to attend any bargaining session, then that session may be adjourned by mutual agreement.

ARTICLE 7. STEWARDS

The Union shall be represented by one Chief Steward and two Alternates who shall be regular Employees. It will be the duty of the Chief Steward (or the Alternates) to present grievances of the Employees to the Sheriff without loss of time or pay. The Alternate shall act in the absence of the Chief Steward.

ARTICLE 8. DISCIPLINE AND DISCHARGE

Section 1. Rules: In any case where disciplinary action may be taken, both the list of offenses and the punishment prescribed for said offenses contained in the Gratiot County Sheriff's Department General Rules and Conduct will be followed. The General Rules may be modified or amended from time to time, provided that the Sheriff submits said modification to and consults with the Chief Steward before same is put into effect.

Section 2. Charges: Any charges resulting in such discipline or discharge shall be reduced to writing by the commanding officer invoking the action, citing the specific offense and/or appropriate law or ordinance which the Employee is alleged to have violated. A copy shall be furnished to the Employee against whom the charges are brought, and to the Union Steward. If the disciplinary action is based upon a citizen's complaint, the name of the complainant shall be set forth.

Section 3. Representation: At the time the discipline is imposed, the Employee, whom the charges have been made against, may be represented by a Union representative if he/she so chooses.

Section 4. Past Infractions: In imposing any discipline on a current charge, the Employer will not base his decision on any offense which occurred more than two (2) years previously, unless directly related to the current charge.

Section 5. Suspension: The Sheriff reserves the right to suspend Employees, provided suspension is a proper remedy for the particular offense charged under the Gratiot County Sheriff's

Department General Rules and Conduct above cited. This suspension may take the form of a suspension from regular duties and temporary assignment to other duties, suspension from all duties with pay, or suspension from all duties without pay, at the Sheriff's sole discretion. In the event an Employee is exonerated of criminal charges causing suspension, or in the event that he/she is exonerated through the grievance procedure, he/she shall be reinstated and compensated for all back wages and benefits lost due to the suspension. The Sheriff shall make available to the person notified of suspension, space on County premises to permit the Employee to consult with the bargaining unit representative or legal counsel.

Section 6. Inactivation: The Sheriff shall have the right to inactivate any Employee for a period not to exceed 30 days while he/she is conducting an investigation on any matter pertaining to said Employee. During such inactivation, the Employee shall remain on the payroll and will retain all Departmental equipment with the exception of the firearm if it is needed in the investigation, in which case, it will be replaced with another firearm until the investigation is completed. Inactivation shall not be deemed to be a punishment. In the event the inactivation lasts longer than one week, the Employee shall be advised of the status of the investigation weekly.

Section 7. Special Inactivation: If an Employee shoots and kills or injures a person while in the line of duty, that

Employee may be, on said Employee's request, or request of the Sheriff, inactivated for a period of three days, except during periods of emergency.

Section 8. Reassignment: The Sheriff shall have the right to reassign an Employee instead of suspending or inactivating generally or specially in lieu of such suspension, inactivation or special inactivation. Acceptance of such assignment by the Employee shall be without prejudice and upon completion of any investigation, said Employee shall be entitled to his/her job back.

Section 9. Polygraph: No Employee shall be required, as a condition of employment, to take a polygraph examination or be discriminated against for refusing to take such examination in connection with any investigation which could result in disciplinary action.

#### ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. Procedures for any Employee having a grievance arising as to the application, interpretation, conditions of employment of this Agreement, discipline, suspension or discharge as herein set forth, shall be as follows: each grievance shall be put in writing and submitted to the Sheriff or his/her designee within five working days from the occurrence, said grievance to be answered in writing by the Sheriff within five working days.

Section 2. Upon delivery of the Sheriff's answer, if that answer does not resolve the grievance, the Sheriff or his/her



designee will meet immediately with the grievant and the Steward to try to resolve the grievance. If the grievance is not resolved in such meeting, the Sheriff shall have five working days in which to give a written answer. Either side may have outside representation at this meeting.

Section 3. If the grievance concerns costs which affect the entire unit and is not resolved in Step 2, then within five days of the time the Sheriff has filed his answer, the respective bargaining committees of the Union and the Board of Commissioners shall convene in executive session to try to resolve the grievance.

Section 4. If the grievance is not resolved in Steps 2 or 3, either party wishing to proceed to arbitration shall give written notice to the other party within fifteen (15) working days of the written answer of the Sheriff or County. The parties shall attempt to mutually agree upon an arbitrator to hear the grievance, within fifteen (15) days of the notice to proceed to arbitration. If the parties are unable to mutually agree upon an arbitrator, the proceeding party shall petition the MERC for selection of the arbitrator.

Section 5. Each arbitrator's decision shall be final and binding on the Union and its members, the Employee or the Employees involved, and the County. The arbitrator shall make his or her judgment based on express terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement. Expense for the arbitrators shall be shared equally by

the Employer and the Union.

Section 6. Saturday, Sunday and holidays will be excluded from the time limits within the grievance procedure.

#### ARTICLE 10. COMPUTATION OF BACK WAGES

No claim for back wages awarded through the grievance procedure shall exceed the amount of wages the Employee would otherwise have earned at his/her regular straight time rate or overtime, whichever is applicable.

#### ARTICLE 11. SENIORITY

Section 1. Department seniority is defined as the length of service with the Sheriff's Office from the last date of hire and shall be considered in all cases of promotions or increases or decreases of the work force. Vacation and shift preferences shall be made within the classification but in accordance with Department seniority.

Section 2. New Employees hired into the Department shall be considered as probationary Employees for the first year of their employment. When an Employee has completed his/her one year probationary period, he/she shall be entered on the seniority list of the Department and shall rank for seniority from his/her date of hire. There shall be no seniority among probationary, temporary or part-time Employees.

Section 3. The Union shall represent probationary

Employees for the purpose of collective bargaining in respect to rate of pay, hours of employment and other conditions of employment.

#### ARTICLE 12. SENIORITY LIST

Section 1. Seniority shall not be affected by race, sex, religious belief, marital status or dependents of the Employee.

Section 2. The seniority list on the date of this Agreement shall show the names and job titles of all Employees of the bargaining unit entitled to seniority.

Section 3. The Sheriff will keep the seniority list up to date at all times and will provide the local Union membership with up-to-date copies at least every six months, and will post the same on the bulletin board.

Effective with the date of this Agreement, new Employees hired on the same day shall be placed on the seniority list in alphabetical order, by first initial of last name. If this initial is the same, then in alphabetical order of each succeeding letter of the last name.

#### ARTICLE 13. LOSS OF SENIORITY

Section 1. An Employee shall lose his/her seniority for the following reasons:

- A. An Employee quits.
- B. An Employee is discharged.

- C. An Employee does not return to work when recalled from layoff, vacation, sick leave, or any other excused absence.
- D. An Employee is absent without notifying the Sheriff for three consecutive days.
- E. An Employee is laid off for a continuous period of two years.
- F. He/she is declared mentally incompetent by a Probate Court of competent jurisdiction.
- G. An Employee makes a fraudulent and misleading statement on his/her employment application or a leave of absence request.

Section 2. The seniority of an Employee which has been lost under any of the above provisions may be restored in full or in part by mutual Agreement between the Sheriff and the Union for retirement purposes only and only if the Employee pays back funds which he/she was refunded from the retirement fund at the time his/her seniority was terminated.

Section 3. Departmental seniority shall be from the last date of hire.

#### ARTICLE 14. SENIORITY OF STEWARDS

Notwithstanding his/her position on the Seniority list, the Chief Steward shall, in the event of layoff only, be continued at work at all times, provided he/she is qualified and can perform the

work available.

#### ARTICLE 15. PHYSICAL EXAMINATION

Section 1. All Employees of the Department may be required to submit to an annual physical examination. All applicants for initial employment shall submit to an initial physical examination to determine their physical ability to perform their rated job. The physical examination shall be conducted by a local physician appointed by the County. The costs of such examination shall be borne by the County.

Section 2. The Co-Employers, Gratiot County Board of Commissioners and the Sheriff of Gratiot County, and the Police Officers Labor Council, Gratiot County Sheriff's Office bargaining unit hereby agree to a drug testing policy as adopted in the negotiations for the current Agreement between the parties.

The parties further agree that said policy shall be an addendum to the Agreement with the following save-harmless clause.

The County agrees to defend, indemnify and save the Union harmless against any and all claims, suits or any form of liability to anyone, arising out of any of the provisions of the drug testing policy.

Section 3. Employees may request an annual physical examination, and upon request, the Employer shall pay for the examination.

ARTICLE 16. BOND

Whenever a bond is required on an Employee for the carrying out of his/her rated job, the premium shall be paid by the County.

ARTICLE 17. DEPUTIES PROHIBITED TO DO  
DUTY FOR ANOTHER SECURITY UNIT

No Employee covered by this Agreement shall work for another security unit or another law enforcement agency without written consent of the Sheriff.

ARTICLE 18. DISCRIMINATION

Section 1. All parties agree not to discriminate against any Employee because of race, creed, color, sex, marital status, national origin, or political or religious beliefs.

Section 2. Any pronoun used in this Agreement to identify an individual shall be applicable to either the male or female sex.

ARTICLE 19. LAYOFF AND RECALL

Section 1. Definition: The word "lay-off" shall be defined to mean a reduction in the work force.

Section 2. Layoff: If it becomes necessary for a layoff, the following procedure shall be utilized:

- A. The first Employees to be laid off shall be temporary and part-time Employees. Then probationary Employees, followed then by seniority Employees, least seniority

Employees first and so on through the seniority list, provided they can perform the work.

- B. If a layoff becomes necessary because a specific grant funded position is no longer funded, the Employee in that position will be removed from same, and then allowed to bump down into other full or even part-time positions based on his or her seniority, provided he or she has the qualifications and ability to perform the duties associated with the new position. An Employee bumped out of his or her position may then follow the same procedure of bumping down as detailed above.

Section 3. Notice of Layoff: The County shall give written notice to the Employee(s) and the Union of any proposed layoff. Such notice shall be submitted at least two (2) calendar weeks prior to the effective date of layoff. In the event the County deems it necessary to layoff two (2) or more bargaining unit Employees at one time, the County and Union agree to meet one (1) week prior to the effective date of layoff, to discuss alternatives to the layoff.

Section 4. Recall: Employees laid off shall be recalled in inverse order of layoff. Notice of recall shall be sent to the Employee at their last known address by certified mail.

Section 5. Voluntary Layoff: When faced with a layoff, the County may, prior to the enactment of the layoff provisions, solicit voluntary layoffs by seniority, from Employees in the

bargaining unit. In requesting such volunteers for layoff, the County shall state with certainty, at the time of solicitation, the length of the layoff.

Section 6. An Employee, whose employment is terminated by reason of resignation, retirement or dismissal by the Employer, may be replaced by a part-time Employee for a period not to exceed ninety (90) days.

After ninety (90) days the part-time Employee will be hired full time or a full time replacement will be hired provided the funding is available and the Sheriff is authorized by the County to hire a replacement.

#### ARTICLE 20. TRANSFERS

If an Employee is transferred within the Department but out of the bargaining unit, he/she shall accumulate seniority for one year from the time he/she left the bargaining unit, to be available only if and when he/she returns to the bargaining unit.

Employees transferred under the above circumstances will retain all rights accrued prior to transferring out of the bargaining unit and any benefits provided in this Agreement if and when he/she returns to the bargaining unit.

#### ARTICLE 21. JOB POSTINGS AND PROMOTIONAL PROCEDURE

Section 1. All open jobs or newly created positions within the bargaining unit shall be posted within seven days of the date



of their occurrence for a period of 14 days, setting forth the minimum requirements for the position in a conspicuous place within the Sheriff's Department. Employees interested shall apply within the 14 day period. The Chief Steward will receive a copy of all postings from the Sheriff, of all written applications, showing acceptance or denial in writing, at the same time the procedures are carried out above. The Sheriff may temporarily fill any vacancy pending completion of the promotion procedure, for a period of up to 60 days. Provided that in promotions to position above that of Certified Deputy there shall be a requirement of a minimum of three years experience within the Department in the classification of Certified Deputy.

Section 2. It is agreed that the Sheriff may, in his or her discretion, open the position of Detective, Sergeant, and Administrative Assistant. The position of Administrative Assistant and the position of Jail Administrator, either because of their supervisory nature or because they will entail sensitive and/or confidential information, shall not be bargaining unit positions. Posting shall be for the same fourteen (14) day period set forth above, setting forth the minimum requirements for the position and providing for a written promotion procedure. Notices will be placed in a conspicuous position within the Sheriff's Office. Employees who qualify shall apply during the fourteen (14) day period and may participate in a written promotion procedure, which the Sheriff shall establish along the guidelines of scoring on

written examination, seniority and personnel evaluation.

Section 3. The Employee applying for the job and accepted for the position, may, within the Department, be granted up to a six month trial period to determine his/her ability to perform the work. In the event that the first candidate is unable to perform the work, the next candidate shall be elevated to the position, etc. The promotional list shall be posted and remain in effect for two years.

Section 4. In promotions to position above that of Certified Deputy, it is required that any applicant shall have had a minimum of three years seniority from the last date of hire within the classification of Certified Deputy within the Gratiot County Sheriff Office.

Section 5. If the position of Jail Administrator is opened, the minimum qualifications for application to this position shall be as follows:

- A. Three (3) years seniority as a Certified Deputy from the last date of hire within the Gratiot County Sheriff's Office; or,
- B. Three (3) years seniority as a Corrections Officer or Corrections Officer/Dispatcher from the last date of hire in the classification of Corrections Officer/Dispatcher within the Gratiot County Sheriff's Office.
- C. If the position of corrections, sergeant or other rank of commanding officer is open (and for the position of jail

administrator) the minimum qualification shall be three years seniority as a corrections officer or a corrections officer/dispatcher and/or three years seniority as a certified deputy.

It is agreed that should any of the above positions be opened, the examination for said positions will be offered initially only to Gratiot County Sheriff's Office Employees possessing the minimum qualifications. Only if no one passes the examination, shall the Employer look outside of the bargaining unit to fill the position. It is further understood that in no event will the opening in/or filling of any of the above mentioned positions result in the layoff of a bargaining unit Employee.

It is understood that if the position of corrections/sergeant is opened, the rate of pay for said position will be subject to negotiations.

It is agreed that should any of the above positions be opened, written examination for same will be administered by and through the Michigan Municipal League using the Michigan Municipal League written examination.

Section 6. Employees will be offered work normally performed within their respective classification before work is offered to Employees outside of the classification.

Section 7. It is agreed that the Sheriff may, in his/her discretion, open the position of Dispatcher if he/she feels the

need arises. The wage rate for said position shall be the subject of negotiations but it is understood that said rate of pay will be less than that paid to the current Dispatcher/Corrections Officer as an individual working under this new classification will perform the duties of a Dispatcher only, and will not engage in any police or corrections work whatsoever.

#### ARTICLE 22. RIGHTS OF THE SHERIFF

Section 1. Reserved Rights: The Union and the bargaining unit recognize and agree that the Sheriff is charged with certain powers, rights, authority, duties and responsibilities by the laws and Constitution of the State of Michigan and of the United States which he/she must assume and discharge, and which may not be delegated.

Section 2. The Sheriff retains the sole and exclusive right to manage and operate the Gratiot County Sheriff's Office in all of its operations and activities. Among the rights of the Sheriff, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be required; to determine the nature and number of the facilities to be operated within the Department and their location; to direct and control operations; to study and use improved methods and equipment, to determine the quantity and quality of service to be rendered, the control of materials, tools and equipment to be used, materials or methods of operation, to introduce new

equipment, methods and machinery, change or eliminate existing equipment and institute changes in the supplies to be used and purchased, the construction of any new facilities or the improvement of the existing facilities, to determine the size of the work force and increase or decrease its size, to determine the number of hours worked, to establish work schedules, and in all respects to carry out the ordinary and customary functions of management.

Section 3. The Employer shall also have the right to hire, demote for just cause, discharge for just cause, release, discipline, promote, assign, transfer, layoff and recall personnel, to establish penalties for violation of such rules, to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel and otherwise direct the duties of the Gratiot County Sheriff's Office in all its operations and activities.

Section 4. The Union hereby agrees that the Sheriff retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically or expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement. The Sheriff shall retain the right to create new job classifications as the need arises, provided that the rate of pay for said new classifications shall be subject to negotiation between the parties.

ARTICLE 23. LEAVES OF ABSENCES

Leaves of absence, unless hereinafter specified, shall be without pay.

Section 1. Maternity Leave: The Employer shall grant non-paid leave to a regular full time Employee who is pregnant who has at least one year of uninterrupted service immediately prior to the request for maternity leave.

A. Notification: The Employee must notify the Sheriff or his/her designee of her pregnancy as soon as medical confirmation of the pregnancy is received. This notice shall include the estimated date of delivery.

1. Each month of pregnancy, starting with the beginning of her fourth month, the pregnant Employee must supply the Employer with a statement from her physician that she can continue her duties as a Sheriff's Office Employee for another month.

2. The pregnant Employee shall not be allowed to continue her County employment without the submissions of this statement. Failure to submit this monthly statement may be cause for suspension and, in such cases, maternity leave will commence immediately.

B. Application: The Employee shall submit a written request to the Employer at least two weeks prior to commencement of leave, except in case of emergency where

a leave may commence immediately.

C. Return to Employment: An Employee will not be allowed to return to work after the maternity leave period until she has supplied the Employer with a statement from her physician that she is physically and medically able to return to her duties as a Sheriff's Office Employee. The Employee will be placed in the first available vacancy for which she is qualified once her maternity leave has terminated and she has fulfilled the requirements listed above. The Employer will make every reasonable effort to return the Employee to her original position, including the displacement of temporary Employees. The Employee may exercise seniority rights under the provisions of this Agreement at the time of her return. All state and federal statutes shall be applicable within such cases, anything in this Agreement to the contrary notwithstanding. An Employee failing to return to work at the end of two months period following delivery of the child and without an authorized extension, will be separated from County employment.

D. Fringe Benefits:

1. All insurance benefits shall be maintained and paid by the Employer during the approved maternity leave.
2. Sick leave days will not accrue during maternity

leave. But days previously accumulated may be used at the Employee's option and on written request.

3. Accumulated vacation days may be used at the Employee's option but shall not accrue during maternity leave. Written request must be made to utilize accumulated vacation days.

E. Seniority: Seniority will accrue on approved maternity leave.

Section 2. Administrative Leave: One member of the bargaining unit, always an Employee, elected by Lodge 125 of the Police Officers Labor Council, to attend a function of the National Lodge and/or State Lodge of Michigan, such as conventions or education conferences, shall be allowed time off not to exceed four days in even years, and not to exceed 10 days on odd years, with one-half of the daily wage paid by the Employer. Provided, however, that the Sheriff shall be given a written notice two weeks prior to the time of such leave of absence.

Section 3. Military Leave:

- A. The leave of absence and/or re-employment rights of bargaining unit Employees will be guaranteed by applicable laws and regulations (Act. 236 and Act. 133). Any Employee who leaves a position, voluntarily and/or involuntarily, in order to perform military duty and who is relieved or discharged from such duty under honorable



conditions and makes application for re-employment within ninety (90) days after he/she is relieved from military duty or from hospitalization continuing after discharge for a period of one (1) year and shall be guaranteed such other rights under the Act.

B. National Guard/Reserve Military Travel. No Employee who requests a leave of absence from his employment shall be denied a leave of absence by the Employer for the purpose of performing training duty as an officer or enlisted man/woman in the military or naval forces and shall be guaranteed such other rights under the Act.

Section 4. Funeral Leave: An Employee will be allowed an absence of three days with pay as funeral leave days not to be deducted from sick leave for the death of any member of his/her immediate family. Immediate family is defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son, Daughter, Mother-in-law, Father-in-law, Grandparents, Brother-in-law and Sister-in-law. Two additional days shall be allowed in cases in which the deceased is a member of the Employee's household. One extra day shall be allowed in cases in which the deceased resided out-of-state and funeral services are held outside the State of Michigan.

Section 5. Personal Leave: Each Employee shall have three (3) personal leave days each year of the Agreement. Said personal

leave shall not be used to extend vacation or holidays and shall be given on twenty-four (24) hours notice, provided such leave does not hinder the operation of the Department in times of emergency or other crises. Provided, further, that only one bargaining unit Employee per classification shall be entitled to take a personal leave day on any one day. Any additional personal leave days may be granted only with the Sheriff's approval. Part-time personnel may be used to fill a shift vacancy caused by use of personal time.

Section 6. Educational Leave: An Employee may be granted up to one year leave without pay, for educational purposes to further the Employee's career in law enforcement.

Section 7. Jury Duty Leave:

- A. A full time bargaining unit Employee who is summoned and subsequently assigned by applicable law for jury duty shall be granted the necessary time to serve as required. Jury duty leave shall be with full pay, with reimbursement to the County for any compensation received. Employees shall be expected to return to work when not serving as a juror, on the day assigned by the Court as a juror.
- B. Bargaining unit Employees who are summoned for jury duty and are scheduled by the Sheriff to work on an afternoon or midnight shift shall have their shift changed to a day shift. Employees will be required to give the Sheriff two (2) weeks notice

of possible of the scheduled jury duty.

Section 8. If the funeral leave allowed pursuant to Section 4 requires a change in shift for the Employee called upon to cover for the Employee on funeral leave, the Employee whose shift is changed shall not receive overtime pay for said shift unless withholding of overtime pay would violate the applicable wage and hour laws. It is understood that this provision takes precedence over Article 25, Section 7, which might otherwise grant overtime pay in such a situation.

#### ARTICLE 24. SICK LEAVE

Section 1. All members covered by this Agreement shall accumulate one day per month sick leave not to exceed twelve (12) days per year with pay, with a total accumulation of ninety (90) days. An Employee on sick leave shall be deemed to be on continued employment for the purpose of continuing all benefits of this Agreement. In the event of extended illness, an Employee shall first use all accumulated sick leave and thereafter shall use all accumulated vacation time.

Section 2. Pay for accumulated sick leave shall discontinue when the Employee has accumulated ninety (90) days of unused sick leave. Thereafter an Employee shall accumulate at the same rate, twelve (12) days per year but accumulated unused sick leave above ninety (90) days shall be paid by payment of fifty percent (50%) of said accumulated sick leave above ninety (90) days at the

Employee's straight time rate in the second pay period in December of each year for all accumulated unused sick leave above ninety (90) days as of November 30th of that year. Such payment shall be paid in lieu of paid time off for sick leave. In the event of severance of the Employee due to either retirement or death, the County will pay to the Employee or his/her estate, a sum of money equal to the total of accumulated sick leave up to ninety (90) days and one-half of accumulated sick leave above ninety (90) days which was earned by the Employee up to the date of retirement or death which was not paid prior to retirement or death. In the event of severance other than retirement or death but under honorable conditions, the County shall pay the Employee a sum of money equal to one-half of accumulated, unused, sick leave whether before or after accumulations of ninety (90) days.

Section 3. In order for an Employee to be entitled to use sick leave, he/she must notify his/her immediate supervisor or Dispatcher at least two hours prior to the start of his/her shift, provided, however, that only one hour's notice will be required on the day shift. Upon returning from sick leave, an Employee may be required to give written notice on a form provided by the Employer as to reasons for his/her sick leave. Fraud or misrepresentation on such written form shall be grounds for disciplinary action. An Employee absent for three days or more may be required to present a doctor's report on the cause and justification of his/her absence. Employees proven to be abusing sick leave may be subject

to progressive disciplinary action.

Section 4. All Employees injured on the job may apply prorated sick pay time as to the difference between regular pay and that amount received from Worker's Compensation, to the extent of his/her unused sick leave.

Section 5. If any Employee becomes ill (unrelated to his/her work) to a point that he/she cannot perform his/her work, he/she may, after using all sick and vacation time, request up to a one year's leave of absence without pay; provided, however, the leave is substantiated by a doctor's certificate. If the illness of a member of his/her immediate family makes it impossible for the Employee to work, such leave may be granted at the Sheriff's discretion on showing of medical proof. Such leaves may be extended beyond one year at the discretion of the Sheriff.

Section 6. Employees who do not use any sick leave during the calendar year (January 1 through December 31) shall be credited with two (2) additional vacation days on January 1 in the following year. The additional two (2) incentive days shall be taken within the calendar year.

Section 7. An Employee who is injured during the course of his or her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for all days scheduled to work during the seven (7) day waiting period. The Employee shall reimburse the County for any compensation in excess of their regularly scheduled work period. Payment for scheduled days shall

be at one hundred percent (100%) of the Employee's regular rate of pay. If ultimately reimbursement is owed the County by the Employee for excess compensation, and the Employee, after notification, fails to reimburse the County within thirty (30) day of said notification, the County may, at its discretion, withhold sufficient funds from the Employee's regular paycheck to cover the amount owed.

#### ARTICLE 25. WORKING HOURS

Section 1. The Department shall operate on an eight (8) hour work day and an eighty (80) hour pay period. An Employee's normal work day shall consist of eight (8) hours. The work day shall be defined as eight (8) hours in a twenty-four (24) hour period commencing from the beginning of an Employee's regularly scheduled shift. For purposes of overtime pay this definition shall not apply where:

(a) The Employee's regular shift is changed at the Employee's request;

(b) the Employee's regular shift has a variable starting time, provided, however at least twelve (12) hours of off duty time is scheduled between the end of one shift and the start of another.

Section 2. No Employee shall be required to work in excess of 16 hours in a 24 hour period except with the Employee's approval or in the event of Departmental emergency.

Section 3. Call back time shall be paid at the rate of one

and one-half times the Employee's regular rate of pay, with a two hour guarantee. Call back time shall be deemed to include Court time whenever the Employee must appear in Court and deposition time whenever the Employee is required to appear for testimony at the taking of depositions, as well as any hearings on "implied consent" during his/her off duty hours.

Section 4. If an Employee is called into a Department meeting while off duty, he/she will receive one and one-half the Employee's regular rate of pay for the time spent at the meeting, with one hour minimum guaranteed.

Section 5. The Department shall maintain an overtime seniority list. Overtime shall be distributed on the basis of highest seniority with lowest overtime worked. Only overtime worked shall be charged. Forced overtime, if for eight hours or more, shall be charged to the Employees Equalization of Overtime list.

Section 6. Employees who work overtime may take compensatory time off, one and one-half hour off for each hour of overtime worked, in lieu of overtime pay. Before the Employee goes on overtime, he/she shall advise the supervisor whether he/she wished to apply the overtime to be worked toward compensatory time off. The Sheriff shall approve requested compensatory time off.

Section 7. In the event of a change of work schedule which required the Employee to report to work more than two (2) hours before or two (2) hours after their regularly scheduled starting

time, the Employee affected shall receive ten (10) days written notice of such change before it is put into effect.

Section 8. Shift Premium: All shifts starting between 1:00 p.m. and 6:00 a.m. are deemed premium shifts and Employees working on such shifts shall be paid a premium of two percent (2%) of base pay per hour for all hours worked in those shifts.

Section 9. Shift Preference: The Sheriff shall cause to be posted on the bulletin board on or before March 15 and September 15 of each year a notice directing the Employees to select the shift on which they would prefer to work until the next posting period. The Employees shall have through the 31st day of March or the 30th day of September in which to set forth their individual shift preference. The Sheriff shall cause the shift schedule to be prepared by which shift preference will be honored in accordance with seniority as shown on the last posted seniority list and the same shall be posted on or before the first of May and the first of November respectively and this shall be the shift schedule for all Employees. Thereafter no changes shall be made except by mutual Agreement between the parties involved in the change. Provided, however, that in event of unusual demands upon the Department such as unusual storms or floods, fires or other acts of nature, or unusual crowds caused by visiting dignitaries or entertainment or dislocations caused by strikes, lockouts or any other unusual disturbances requiring more than the usual amount of work, the Sheriff shall have the right to make such changes as he/she deems



necessary under the circumstances. Provided always that the provisions for overtime pay set forth in this Agreement shall not be nullified by such occasions.

#### ARTICLE 26. VACATIONS

Section 1. Vacation Eligibility: an Employee will earn credits toward vacation with pay in accordance to the following schedule:

- A. One to three years - 12 days per year.
- B. Over three years, accumulate an additional day per year for each year of service up to a maximum of 24 days.

Section 2. Vacation Period:

- A. The Sheriff will post a notice on the bulletin board asking for Employees to indicate their individual preferences as to when they will take their usual vacations. These notices will remain on the bulletin board between April 1 and April 15, inclusive, and October 1 and October 15, inclusive. The notice shall be in such form as to permit Employees to place their names and the dates between which they want to take their vacations (e.g. May through May 15). The vacations for the respective periods shall be granted to the Employee with the highest seniority as determined by the most recent seniority list. The notice shall provide a space for second choice and the Sheriff shall award vacation

dates or alternate dates as closely as possible to the wishes of the Employees so long as the period sought does not interfere with the operations of the Department. The Sheriff shall post the vacation list as so determined on the same bulletin board within 5 days after expiration of the posting period. The list so posted shall commence on May 1 and November 1 of each calendar year.

- B. Vacations will be taken for a period of at least one day and no less. Short vacations, of 5 days or less, if sought after the posting period set forth in A. above, must be sought in writing addressed to the Sheriff or his/her designee not less than two weeks before the first day of the short vacation desired. Such requests may be granted provided it does not drastically interfere with the operation. Vacation may be carried over from one year to the next up to five days.
- C. If a holiday is observed by the Employer during an Employee's vacation, the vacation will be extended one continuous day with the vacation. However, in order to obtain the extra day, the vacation must be one of three days or more.
- D. A vacation may not be waived by an Employee and extra pay received for work during that period.
- E. If an Employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her

vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

F. Employees shall have access to the six month work schedule prior to the April and October notice dates in order to plan their vacation in advance.

Section 3. Rates During Vacation: Employees will be paid their current rate of pay based on their regular scheduled base while on vacation.

#### ARTICLE 27. LIFE AND HOSPITALIZATION INSURANCE

Section 1. The County shall provide and pay the premium for a life insurance policy for each Employee in the bargaining unit in the amount equal to the Employee's yearly base wage. The policy shall contain a double indemnity clause.

Section 2. Hospital, Medical-surgical Insurance: The County shall contribute 100% of the monthly premium of hospital, medical, surgical insurance and prescription drug rider, \$3.00 co-pay under the Blue Cross MVI Master Medical 80% option 3 or a substantial equivalent thereof for each full time Employee. This plan contains a \$275.00 per year family deductible for which the Employee is ultimately responsible. Each Employee shall have the option to allow the County to deduct \$10.00 from his/her paycheck until the \$275.00 deductible is accumulated, said money to be used to cover that Employee's deductible expense, or carry over to the next year

should it not be used. As an alternative, any Employee may elect not to contribute any money toward this deductible with the understanding that should he/she incur services such that any portion of such deductible would be owing the County shall pay the deductible, but at that point begin deducting \$10.00 from that Employee's pay until the County is reimbursed for that expense.

Children who are dependents of an Employee who are 19 years old or older, so long as they are dependent and living with the Employee or attending school away from home but still dependent and who are deemed qualified dependents by the hospitalization insurance company insuring the program, shall be carried within the hospitalization insurance program. Provided that to make said dependent eligible, the Employee shall annually file an affidavit with the Employer setting forth as facts, the conditions required by the insurer to cover the dependent. Should any child of an Employee cease to be a dependent of said Employee as determined by the insurance carrier, said child will no longer be carried in the hospitalization program.

Section 3. Benefits Option Compensation:

- A. Effective April 15, 1992, a bargaining unit Employee who is entitled to County health care benefits under any Employee insurance plan or Employer self-insured plan shall have the option of receiving compensation in lieu of the Employer's health care benefits, provided said Employee signs a waiver with respect to increased tax

liability as a result of said compensation.

- B. Upon appropriate certification to the County that the Employee has health care benefits coverage through a program other than the County, the County will compensate the Employee sixty percent (60%) of the cost of said plan per month based upon the present coverage rate of the Employee. The parties understand that such compensation is subject to applicable withholding statutes.
- C. A bargaining unit Employee who chooses the compensation in lieu of health benefits shall have the right to re-enter the county health benefits plan during the next open enrollment period which is April 15th of each year.
- D. Payment for the benefit option compensation shall be in a separate check on the first pay period in May of each year, beginning the year following the Employee's exercise of this option.
- E. Each Employee that participates in the buy-out option shall receive a copy of the Blue Cross invoice that would enable that Employee to determine if he/she has received the full amount that Employee is entitled to. This invoice will be tendered to the participating Employee at the time the compensation check is received (first pay period in May each calendar year).

Section 4. The Employer shall provide the Phoenix Insurance Dental Company Dental Plan as proposed by brochure dated January

19, 1988. If a new carrier is chosen by the Employer the plan shall provide substantially the same benefits as are now provided, and shall be subject to approval by the Union.

#### ARTICLE 28. RETIREMENT

Section 1. All Employees will be covered by the MERS Retirement System, Plan C2 with a B1 base and F 50/25 waiver and an E1 rider for current retirees and an E2 rider for future retirees as adopted by the County for the Sheriff's Office. Starting October 1, 1999, however, all Employees will be covered instead by the MERS Retirement System Plan B3 with an F 50/25 waiver and E1 rider for current retirees and an E2 rider for future retirees. The County shall pay the full cost of the retirement plans.

Section 2. Hospital/Medical Benefits for retired bargaining unit Employees: The Employer will cause to be paid to a retiree of the Sheriff's Office, who had ten (10) or more years of seniority prior to retirement, an annual amount of \$500.00. A retiree with more than ten (10) year of service will be paid an additional \$200.00 for each year of service in excess of ten (10) years not to exceed \$2,500.00, however, the total annual payment shall not exceed the actual cost of the premium.

#### ARTICLE 29. UNIFORMS

Section 1. The County shall furnish and maintain the following for all inside personnel:

- 3 short sleeve shirts
- 1 long sleeve shirt
- 3 pair of pants
- 1 pair boots or oxfords (limit \$150.00)
- 1 shirt badge
- 1 I.D. case with I.D. card
- 1 pant belt
- 1 pair gloves
- 1 all season coat
- 1 pair handcuffs and handcuff case
- OC spray (if qualified)

Section 2. The County shall furnish and maintain the following for all road personnel:

- 1 cap, saucer type
- 1 hat, fur type
- 1 combination all purpose coat
- 1 International orange overcoat
- 3 winter shirts
- 3 summer shirts
- 3 ties
- 1 gun belt
- 1 pants belt
- 1 pair handcuffs and handcuff case
- 1 double belt pouch
- 1 leather holster

1 service pistol  
3 pairs trousers  
1 pair boots or oxfords (limit \$150.00)  
3 badges; hat, shirt and coat  
1 I.D. case  
1 pair gloves  
1 bullet resistant vest  
1 mag-lite flashlight  
OC spray (if qualified)

Section 3. The County shall furnish the following for all detectives:

1 badge and/or identification certificate  
\$500.00 clothing allowance

Section 4. Uniforms worn by certified deputies shall be such as are prescribed by the Michigan Sheriff's Association.

#### ARTICLE 30. GENERAL

Section 1. Bulletin Boards: The County shall furnish a bulletin board in the Department which may be used for notices approved by the County and the bargaining unit.

Section 2. Safety: The County shall make reasonable provisions for the safety of its Employees during the hours of their employment and shall provide all safety devices and equipment which the County may require Employees to use during such working hours. A joint safety committee shall be formed. The committee



	1998/BASE	1998/HOURLY	1999/BASE	1999/HOURLY	2000/BASE	2000/HOURLY
<b>DETECTIVE/PATROL SGT</b>						
START	\$28,529.93	\$13.716	\$29,385.83	\$14.128	\$30,267.40	\$14.552
SIX MONTHS	\$30,858.98	\$14.836	\$31,784.75	\$15.281	\$32,738.29	\$15.740
FOUR YEARS	\$32,295.56	\$15.527	\$33,264.43	\$15.993	\$34,262.36	\$16.472
SEVEN YEARS	\$32,421.21	\$15.587	\$33,393.85	\$16.055	\$34,395.66	\$16.536
TEN YEARS	\$33,231.93	\$15.977	\$34,228.89	\$16.456	\$35,255.75	\$16.950
<b>PATROL DEPUTY</b>						
START	\$27,171.37	\$13.063	\$27,986.51	\$13.455	\$28,826.11	\$13.859
ONE YEAR	\$28,503.27	\$13.703	\$29,358.37	\$14.115	\$30,239.12	\$14.538
TWO YEARS	\$28,944.91	\$13.916	\$29,813.26	\$14.333	\$30,707.66	\$14.763
THREE YEARS	\$29,390.05	\$14.130	\$30,271.75	\$14.554	\$31,179.90	\$14.990
FOUR YEARS	\$30,124.73	\$14.483	\$31,028.47	\$14.918	\$31,959.33	\$15.365
SEVEN YEARS	\$30,877.76	\$14.845	\$31,804.09	\$15.290	\$32,758.22	\$15.749
TEN YEARS	\$31,649.81	\$15.216	\$32,599.30	\$15.673	\$33,577.28	\$16.143
<b>CORRECTIONS/DISP</b>						
START	\$26,446.07	\$12.714	\$27,239.45	\$13.096	\$28,056.64	\$13.489
ONE YEAR	\$27,777.99	\$13.355	\$28,611.33	\$13.755	\$29,469.67	\$14.168
TWO YEARS	\$28,219.62	\$13.567	\$29,066.21	\$13.974	\$29,938.19	\$14.393
THREE YEARS	\$28,664.77	\$13.781	\$29,524.71	\$14.195	\$30,410.45	\$14.620
FOUR YEARS	\$29,381.52	\$14.126	\$30,262.97	\$14.550	\$31,170.85	\$14.986
SEVEN YEARS	\$30,116.20	\$14.479	\$31,019.69	\$14.913	\$31,950.28	\$15.361
TEN YEARS	\$30,868.81	\$14.841	\$31,794.87	\$15.286	\$32,748.72	\$15.745

	1998/BASE	1998/HOURLY	1999/BASE	1999/HOURLY	2000/BASE	2000/HOURLY
<b>POLICE CLERK</b>						
START	\$20,012.06	\$9.621	\$20,612.42	\$9.910	\$21,230.79	\$10.207
ONE YEAR	\$20,457.19	\$9.835	\$21,070.91	\$10.130	\$21,703.03	\$10.434
TWO YEARS	\$20,939.47	\$10.067	\$21,567.65	\$10.369	\$22,214.68	\$10.680
THREE YEARS	\$21,423.07	\$10.300	\$22,065.76	\$10.609	\$22,727.73	\$10.927
FOUR YEARS	\$21,959.51	\$10.557	\$22,618.30	\$10.874	\$23,296.84	\$11.200
SEVEN YEARS	\$22,518.10	\$10.826	\$23,193.64	\$11.151	\$23,889.45	\$11.485
TEN YEARS	\$23,068.99	\$11.091	\$23,761.06	\$11.424	\$24,473.89	\$11.766
<b>FOOD SERVICE MGR</b>						
START	\$22,304.54	\$10.723	\$22,973.68	\$11.045	\$23,662.89	\$11.376
ONE YEAR	\$22,587.37	\$10.859	\$23,264.99	\$11.185	\$23,962.94	\$11.521
TWO YEARS	\$22,872.98	\$10.997	\$23,559.17	\$11.327	\$24,265.94	\$11.666
THREE YEARS	\$23,158.59	\$11.134	\$23,853.35	\$11.468	\$24,568.95	\$11.812
FOUR YEARS	\$23,444.21	\$11.271	\$24,147.54	\$11.609	\$24,871.96	\$11.958
SEVEN YEARS	\$23,717.58	\$11.403	\$24,429.11	\$11.745	\$25,161.98	\$12.097
TEN YEARS	\$24,015.43	\$11.546	\$24,735.89	\$11.892	\$25,477.97	\$12.249

will consist of four members, namely the law enforcement committee chairman, the Sheriff or his/her representative, one Road Patrol Deputy and one Corrections Officer elected by the bargaining unit. The committee shall meet to discuss and recommend solutions to safety issues relating to the Sheriff's Office. Meetings may be called at the request of any one of the Committee members, to be held at a mutually agreeable time and place.

Section 3. Employer will furnish one walkie-talkie, one shotgun, and all the ammunition used, two crash helmets, two riot sticks, and two gas masks for each patrol car.

Section 4. On all trips to transport prisoners out of state, two Officers will go and expense money will be paid in advance.

Section 5. During hours of darkness, while daylight savings time is in effect, all road patrols shall be manned by two deputies. When daylight savings time is not in effect, all road patrols after 8:00 p.m. will be manned by two deputies. It is understood, however, that from the beginning of the afternoon shift until 8:00 p.m. while daylight savings time is not in effect, there shall be at least two one person patrol units on the road at all times.

Section 6. Inmate Transportation: Whenever it is necessary to transport mentally ill persons or potentially dangerous persons to or from any state hospital or correctional institution or other jail facility, two Gratiot County deputies shall be assigned to the task. In other cases, one shall be sufficient. First choice of

assignment shall be to the road and corrections personnel. If all the above refuse, then the management shall order personnel of its choice to perform the transport task.

Section 7. Vehicle Safety: A vehicle which is unsafe to operate within the Department shall be removed from service until prompt repairs are made by a state certified mechanic. Safety factors by way of illustration but not limited to the same are:

- A. Tires
- B. Steering
- C. Brakes
- D. Wheel alignment

Section 8. Ammunition: All Employees who are required to carry firearms shall be issued the following amount of ammunition:

- A. Target Ammo. - 50 rounds monthly, provided the empty brass is returned to the Sheriff's Office.
- B. Service Ammo. - to be provided upon hiring and to be changed annually.

Section 9. Legal Counsel: Whenever any claims are made or any civil action is commenced against an Employee for injuries to persons or property caused by an Employee in the performance of his/her duties and while in the course of his/her employment and while acting within the scope of his or her authority and duty, the Employer shall furnish and pay for the services of an attorney to advise the Employee as to the claim, to appear for and to represent the Employee in the action, provided exempt from application of

this provision is any conduct or action of the Employee who is under the influence of intoxicants or drugs.

Section 10. The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an Employee as the result of any civil action for personal injuries or property damage and while acting within the scope of his authority. The Employer shall indemnify the officer, pay, settle or compromise the judgment; provided that exempt from application of this provision is any conduct or action of any Employee who is under the influence of intoxicants or drugs. The Employer shall make the selection of the attorney or attorneys to represent the Employee in any particular matter after consultation with the Employee. Provided, however, that any attorney which is employed by any insurer who insures the County against such actions shall be deemed to be satisfactory to both parties.

#### ARTICLE 31. COMPENSATION

##### Section 1.

A. The wages of the Gratiot County Sheriff's Office, effective October 1, 1997, shall be increased by 3% at all levels of the classifications of Detective and Patrol Sergeant, Patrol Deputy, Corrections Officer and/or Corrections Officer/Dispatcher, Police Clerk and Food Service Manager. Effective October 1, 1998, the wages

shall be increased an additional 3%. Effective October 1, 1999, the wages shall be increased an additional 3%. See Appendix A.

Section 2. Holidays:

- A. Provided the Employee works the scheduled day before the holiday and also works the scheduled day after the holiday, he/she shall be paid eight (8) hours pay for each of the following full holidays and four (4) hours pay for each half-holiday, payable at the Employee's regular rate of pay whether the Employee works said holiday or not. This pay shall be in addition to the pay provided in paragraph six (6) of this article. Effective March 1, 1992, the paid holidays are the following:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday (4 hours)	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

- B. Employees will be paid the total of the above holidays on the first week of December for all the holidays which had accrued during the year.
- C. If an Employee had not worked the day before or the day after the holiday, because he/she was excused by reason

of sick leave, personal leave, or vacation, he/she shall still be entitled to holiday pay for that holiday.

- D. If an Employee works on a holiday or half-holiday, the Employee shall be compensated at two (2) times his/her base rate of pay for that day.
- E. The payment for holidays shall be in a separate check.

#### ARTICLE 32. EDUCATION INCENTIVE

Section 1. Effective the year beginning January 1, 1996, the Employer will pay Employees an annual education incentive bonus as follows:

2 year degree	\$100.00
4 year degree	\$200.00
Masters degree	\$400.00

#### ARTICLE 33. LETTERS OF AGREEMENT/UNDERSTANDING

All Letters of Agreement or Letters of Understanding currently in force shall remain in full force and effect during the periods covered by this contract unless canceled or modified in writing by agreement of all parties.

#### ARTICLE 34. SAVING CLAUSE

Should any part herein or provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a Court of

competent jurisdiction, such part or portion of this Agreement which is invalid as aforesaid, shall be subject to immediate negotiation.

#### ARTICLE 35. SUCCESSOR'S CLAUSE

This agreement shall be binding upon the Employer's successor, assignees, purchasers, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily, or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merger or consolidated Employer.

#### ARTICLE 36. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. on September 30, 2000.

Section 1. Either party wishing to negotiate a new agreement beyond September 30, 2000, shall give notice to the other party no less than 150 days prior to July 1, 2000, negotiations to commence no later than July 1, 2000 and conclude by October 1, 2000, if possible. If no such notice is given, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party at least 150 days prior to December 31 of any year after the years herein above set forth.

Section 2. Such notice of termination in any case shall be in



writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the Police Officers Labor Council, and if to the Employer, to such address as the Union or the Employer may make available to each other. During any negotiations of any future Agreements, all the benefits herein contained shall remain in effect.

Executed this 26th day of November, 1997, by the undersigned on behalf of their respective principals.

FOR THE UNION

R. Wallace 11-12-97  
Charles Smith 11-26-97  
Burt Baubitz 11-26-97  
Joe Hargreaves-Nickel 11-26-97

FOR COUNTY

[Signature]  
G. L. Beary  
Triston E. Wilhelm  
[Signature]