

12/31/98

6222

AGREEMENT

between

**HURON COUNTY BOARD OF COMMISSIONERS
AND THE SHERIFF**

and the

**POLICE OFFICERS LABOR COUNCIL
SHERIFF'S DEPARTMENT ROAD PATROL UNIT**

Huron County

January 1, 1996
through
December 31, 1998

a list of five (5) prospective arbitrators, pursuant to its rules then in effect. Each party to this Agreement shall have the right to make alternate strikes from the list of five (5) prospective arbitrators, each striking two (2). The prospective arbitrator so remaining after each party has stricken two (2) names shall be the arbitrator. The rules of the American Arbitration Association shall apply to all arbitration hearings.

SECTION C. All grievances must be filed in writing within five (5) working days from the time the alleged violation was to have occurred or they will be deemed withdrawn. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed withdrawn. If the Union does not advance to the next Step the grievance is deemed withdrawn. If the County does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the County and Union in writing; then the new date shall prevail.

SECTION D. The County shall not be required to pay back wages for more than five (5) calendar days prior to the date a written grievance is filed.

No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

SECTION E. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed in accordance with the present contract.

SECTION F. Any agreement reached between the County and Union representative(s) is binding on all employees affected and cannot be changed by an individual.

SECTION G. Working days for purposes of this Article, shall be in accordance with the preposted schedule according to contract excluding observed holidays, Saturday, Sunday.

SECTION H. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the Grievance Procedure: provided that if any employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

SECTION I. The jurisdiction of the Arbitrator shall be limited to the determination of grievances referred to him as prescribed herein which involved an alleged violation of a specific

Article and Section of this Agreement. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitration of a grievance in a court of law, the Arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.

SECTION J. Powers of the Arbitrator: The Arbitrator shall have no power to add to, subtract from, alter, change, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. His/her power shall be limited to deciding whether the County has violated the express Articles and Sections of this Agreement and he/she shall not imply obligations and conditions binding upon the County from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the County.

SECTION K. At the time of the arbitration hearing, both the County and the Union shall have the right to call any employee as witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the County or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator with the County and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the County and the Union a reasonable opportunity to furnish briefs. The Arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.

SECTION L. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his/her travel expenses, meals and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. On duty employees shall be paid at their regular rate of pay not to exceed eight (8) hours of pay.

SECTION M. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved and the County.

ARTICLE VII

NO STRIKE CLAUSE

SECTION A. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the County of any kind for any reason, including a labor dispute between the County and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any picketing of the County's buildings, offices or premises because of a labor dispute with this County.

SECTION B. The Union agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow downs, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the County by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the County shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

SECTION C. In the event of a violation of this Article, the County shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief and/or it shall have the right to terminate this Agreement by notice in writing to the Union, if the Union fails to disavow these acts in accordance with Section B.

ARTICLE VIII

LENGTH OF SERVICE

SECTION A. Seniority. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Sheriff's Department from his/her last permanent hiring date. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

SECTION B. Probationary Period. It is understood that employees are subject to a probationary period of twelve (12) consecutive months of regular, full-time employment, during which time the County shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without regard to the provisions of this Agreement and such probationary employee shall be deemed an employee at will; and no grievance shall arise therefore

except a grievance alleging retaliation for Union activity. If a probationary employee is absent from work for any reason for five (5) or more work days during the probationary period his/her probationary period shall be extended by a period equal to the duration of the absence.

SECTION C. There shall be no seniority among probationary employees.

SECTION D. Seniority List. Upon the signing of this Agreement, the County and the Union will initial an up-to-date seniority list. The County shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within seven (7) days thereafter; and, if not so requested, the list shall become final at the end of such period. The County shall continue to furnish the Union an up-to-date seniority list every six (6) months upon written request. In no event shall the County be required to pay back pay by reason of the correction of an error on such lists.

SECTION E. Loss of Seniority. An employee shall be terminated and lose his/her seniority right if he/she:

1. Quits.
2. Is discharged and not reinstated.
3. Is laid off for a period of two (2) years or length of his/her seniority, whichever is less.
4. Recall. Fails to report for work within three (3) days following recall from layoff without a reasonable excuse acceptable to the County. Such notification of recall shall be by telegram or registered mail or hand delivered, addressed to such employee at his/her last address as filed with the County.
5. Is absent without a reasonable excuse acceptable to the County for three (3) consecutive working days and without notice to the County of such excuse within the three (3) days.
6. Fails to return from a leave of absence, vacation, or sick leave without a reasonable excuse acceptable to the Sheriff.
7. Retires.
8. Is convicted or pleads guilty or pleads no contest to any felony or high misdemeanor.

9. Employee makes an intentionally false statement on his/her employment application or on an application for leave of absence, or any official police report.

SECTION E. Change of Employee Address. It shall be the responsibility of each employee to notify the County of any change of address or telephone number. The employee's address and telephone number as it appears on the County's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

ARTICLE IX

LAYOFF AND RECALL

SECTION A. Employees shall be laid off according to the following procedure:

1. Temporary and part-time employees and probationary employees within the affected classification within the department will be laid off first.
2. Thereafter, seniority employees within the classification within the department will be laid off according to their County seniority, providing the remaining employees in the classification and department have the ability and qualifications to perform the available work.
3. When a seniority employee is removed from the classification within the department as a result of a layoff, he/she may be allowed to bump the least senior employee in the next lower-paying classification within the department in accordance with his/her County seniority, providing he/she has the ability and qualifications to perform the available work, and the remaining employees within the lower classification within the department can perform the available work.
4. When a seniority employee is removed from a classification within his/her department as a result of being bumped by a more senior employee in accordance with paragraph 3, he/she may be allowed to bump the least-senior employee in the lowest-paying classification in the department in accordance with his/her County-wide seniority, providing he/she has the ability and qualifications to perform the available work and the remaining employees within the lowest classification within the department can perform the available work.
5. In the event the layoff under Section A-2 occurs in the lowest-paying classification within a department, the provisions of paragraph A-3 and A-4 will not apply.

SECTION B. For purposes of this Article, the term "department" means the Sheriff Department. The term "County seniority" means the employee's seniority as defined in Article VIII, Section A - Seniority.

SECTION C. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force. There shall be no requirement for the County to rehire. In the event they are rehired within two (2) years, they shall then be credited for their accumulated time worked before they were terminated.

SECTION D. Employees will be recalled in the reverse order of the layoff, providing the employee has the ability and qualifications to perform the available work. (See Article VIII, Section E(4) for Notice of Recall).

SECTION E. It is understood and agreed that the County has the sole right to select the classification(s) in which the layoff will take place.

SECTION F. An employee who bumps into a lower classification shall be paid at the rate of pay of the lower classification commensurate with their years of service.

ARTICLE X

NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The County will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the County to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE XI

EMPLOYEE DEFINITIONS

For the purpose of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for forty (40) hours a week. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work less than forty (40) hours a week.

ARTICLE XII

PROMOTIONS

SECTION A. Permanent job vacancies which are to be filled by promotion of present employees will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher-rated pay classification than the one currently employed in. The County reserves the right to fill said job vacancies on a temporary basis with regular County employees without regard to the provisions of this Article for a period not to exceed ninety (90) days.

1. Notice of said job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in the Sheriff's Department. Employees interested shall apply in writing within the seven (7) calendar day posting period.
2. Prior to the vacancy being filled, the representatives of the County shall review all applications. In the filling of such higher-rated jobs, background, attainments, prior work record, ability, merit, and capacity shall be considered. Where these factors are deemed equal by the County, the employee with the longest service with the County shall be given preference.

In determining relative ability, consideration shall be given to experience, quality of workmanship, aptitude, and physical fitness. In determining relative merit, punctuality, and good attendance and diligence shall be considered.

3. In the event the County administers a promotional examination for use in its considerations set forth in paragraph 2, the County shall notify employees who have applied for the position under paragraph 1 of the date and the matters to be covered by the examination.

SECTION B. The County reserves the right to hire from outside, if, no employee is deemed qualified to fill the vacancy, or no applications are received from employees in the bargaining unit.

SECTION C. Once an employee has applied for the position and is selected, he must accept the position.

SECTION D. Employees must have two (2) years of seniority as a certified deputy to be eligible to apply for sergeant's position.

SECTION E. "Allows existing full-time Correctional Officers the opportunity to attend Road Deputy Certification School and to eventually become considered for road officers positions as the need is determined by the Sheriff." The Sheriff reserves the right to hire from outside the department if he feels it is in the best interest of the department. If a unit of Government is contracting with the County for a certified officer and is paying the cost of this position, they would have the right to decline a person within the department and request a search outside the department. The Sheriff has the discretion of filling vacant or new positions with part-time certified officers until a qualified candidate can be found.

A: An applicant must meet all requirements set forth by the Sheriff and also sign a document prepared by the Board of Commissioners regarding reimbursement to the County of Huron for expenditures acquired while sending the officer to school.
Please see Appendix A.

ARTICLE XIII

WORK SCHEDULES: OVERTIME

SECTION A. Employees will normally be scheduled to work one hundred sixty (160) hours in each twenty-eight (28) days period in accordance with the Sheriff's scheduling practices. The normal work day consists of eight (8), ten (10) or twelve (12) hours as determined by the Sheriff. The Sheriff shall determine the normal work day (eight (8) or ten (10) or twelve (12) hours) for each classification. The County shall continue to have the right to schedule the hours of work. This Section shall in no way be construed as a guarantee by the County of any amount of work in any period of time or as a limitation on the County's right to schedule work in excess of the normal work day or the normal work week.

SECTION B. Work over eight (8) hours or ten (10) hours or twelve (12) hours, depending upon the normal work day for the employee, shall be paid at one and one half (1 ½) times.

SECTION C. Work schedules will be posted fifteen (15) days in advance. The Sheriff reserves the right to change the schedule when necessary for efficient operations. It is understood that the Sheriff may schedule part-time employees to supplement the bargaining unit as he deems necessary.

SECTION D. All full-time employees will be paid one and one half (1 ½) times their regular straight time rate for all approved overtime work. This includes call-in time and off-duty court appearance. However, there shall not be any compounding or pyramiding of overtime.

SECTION E. The County will attempt to rotate and equalize the assignment of overtime work to bargaining unit employees working with the same classification, providing the employee

is available and can perform the available work. The distribution of overtime shall be equalized as nearly as practicable over each year. A new overtime list will then be placed in effect in each succeeding year. For purposes of the implementation of this Article, the first year shall commence on the first day of the calendar month following the effective date of this Agreement. In the event an employee is asked to work overtime and excused from the assignment, said employee shall be charged with the hours paid. When employees who are called into work outside of their regularly scheduled working hours under Article XVI - Call In Time, the County may assign the overtime work to any employee regardless of his/her position on the overtime list. Errors in the assignment of overtime, if called to the attention of the County within five (5) working days, shall be corrected by the assignment of the next available overtime work to the employee who would have originally been assigned the overtime, but for the error and in no event shall the County be liable for any back pay for errors committed in the administration of this Section, unless the County specifically refuses to correct an error which has been brought to its attention within the proper time period.

SECTION E. All shifts starting between the hours of 9:00 p.m. and 6:00 a.m. will be two (2) person patrol units.

SECTION G. There will be at least ten (10) hours between shifts of an employee, unless otherwise agreed upon by the employee and the Sheriff or his/her designee, or in the event of an emergency or staff shortages.

SECTION H. If the Sheriff implements a ten (10) or twelve (12) hour day for any classification, either the Employer or Union, for any classification, may end the ten (10) or twelve (12) hour day by providing written notice to the other party. After receipt of such notice, the ten (10) or twelve (12) hour day will terminate after ninety (90) days.

ARTICLE XIV - WAGES

SECTION A. The parties specifically agree that all compensation of members of this unit is pursuant to the David M. Griffith Study. Employees hired prior to April 7, 1997 will be compensated pursuant to Chart No. 1, attached hereto and incorporated into this agreement. Employees hired on or after April 7, 1997 will be compensated pursuant to Chart No. 2, attached hereto and incorporated into this agreement. The salary progression schedule set forth in Chart Nos. 1 and 2 is based upon length of service at each step in the classification. Increases will be awarded upon the completion of the specified length of service at each step of the classification, as indicated on each Chart.

SECTION B. The following increases will be made to each David M. Griffith Chart:

- 1996 - add \$730.00 to each salary
- 1997 - add \$600.00 to each salary
- 1998 - add \$600.00 to each salary

For purposes of this agreement, wages will be retroactive to April 12, 1997.

SECTION C. Employees who are temporarily transferred to work in a lesser paid classification shall receive their regular rate of pay, not to exceed forty-five (45) days, after which time they shall be paid at the lower rate based upon their years of service. Employees who are temporarily transferred to work in a higher paid classification will receive the rate of pay for that classification after working in the higher classification for one (1) hour.

SECTION D. It is understood that the classifications set forth in Chart Nos. 1 and 2 are recognized for wage purposes only and that the classification titles are intended as an illustrative summary of the types of duties and responsibilities associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

ARTICLE XV

LONGEVITY PAY

SECTION A. Full-time employees shall be entitled to longevity payments in accordance with the following provisions:

1. Payment of the first longevity increment in the amount of Three Hundred (\$300.00) Dollars per annum shall be made upon completion of five (5) years of service, and each year thereafter as herein provided.
2. Payment of subsequent longevity increments shall be made upon completion of ten (10) years of service in the amount of Four Hundred Fifty (\$450.00) Dollars per annum; upon completion of fifteen (15) years of service in the amount of Six Hundred (\$600.00) Dollars per annum; upon completion of twenty (20) years of service in the amount of Seven Hundred (\$700.00) Dollars per annum.

SECTION B. Eligibility for payment of longevity increments shall be based solely upon an employee's accumulated length of County service. Pro-rated payments shall be made to employees who qualify for longevity pay and who retire under the Huron County Retirement Plan or resign with at least two (2) weeks advance written notice to the County. Such pro-rated payment shall be paid for time served on a full calendar month basis from their last longevity payment; provided that each month shall contain at least eighteen (18) days.

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ARTICLE XVI

CALL-IN TIME

An employee called in for duty prior to the start of his/her regular shift shall be compensated at one and one-half (1 ½) the contract rate of pay for a minimum of two (2) hours, for the time that does not overlap with his/her regular shift.

ARTICLE XVII

OFF DUTY COURT APPEARANCE

An employee shall be compensated at a minimum of four (4) hours at one and one-half (1 ½) times the contract rate of pay for off duty court appearances, providing the court time does not overlap with his/her regular shift. If the employee is excused before the four (4) hours is up, then the Sheriff or his/her designee may require that the employee work the entire four (4) hours and that four (4) hours shall include travel time from an employee's home to the court up to a maximum of thirty (30) minutes. The employee shall report to the Sheriff when he/she is excused from court.

ARTICLE XVIII

VACATIONS

SECTION A. Each permanent, full-time employee will earn vacation leave with pay in accordance with the following provisions.

SECTION B. Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e. date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will be awarded an employee on his/her anniversary date. A vacation may not be postponed from one year to another and made cumulative. Employees must use all their vacation by the end of the year, otherwise it shall be forfeited. Upon retirement, an employee shall be paid for all earned and accrued vacation at their base rate.

SECTION C. An eligible employee will be credited with vacation leave with pay according to his/her seniority on his/her anniversary date in accordance with the following schedule:

1. Employees with one (1) year of seniority will be credited with five-twelfths (5/12) working days of vacation for each month worked in the previous anniversary year, up to a maximum of five (5) working days.

2. Employees with two (2) years of seniority will be credited with five-sixth (5/6) working days of vacation for each month worked in the previous anniversary year, up to a maximum of ten (10) working days.
3. Employees with three (3) years or more of seniority will be credited with one and one-quarter (1 1/4) working days of vacation for each month worked in the previous anniversary year, up to a maximum of fifteen (15) working days.
4. Employees with ten (10) years or more of seniority will be credited with two and one-twelfths (2 1/12) working days of vacation for each month worked in the previous anniversary year, up to a maximum of twenty-five (25) working days.
5. An eligible employee must receive pay for eighty (80%) percent of the time within a given month to earn vacation credit under the above schedule.

SECTION D. Vacation will be scheduled by the County. In order to determine employee preferences, employees are required to submit a written application for their vacation period and submit the application to the Sheriff during the month of December of each year for the following year, January 1, to December 31. The County will post the vacation list by January 10, of each year for the following year.

When authorized by the Sheriff, the employee may change his/her requested vacation period. The Sheriff, may, in emergency situations, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period.

In the event an employee does not submit an application during the month of December, he/she may thereafter file such applications, but it must be filed no later than thirty (30) days prior to the requested vacation period. Such application must be approved by the Sheriff. The posted vacation list will take precedence over such application.

If more requests for a vacation on a particular date are received than can be granted, preference for vacation will be allocated on the basis of seniority for those who turn in the application during the month of December. Those who apply after the month of December will be assigned vacations on the basis of first come, first served. Providing they meet the foregoing scheduling requirements, each employee will be allowed to take the earned vacation anytime throughout the year as long as they meet the scheduling requirements.

SECTION E. Vacation leave with pay will be paid at the employee's regular base straight-time pay.

ARTICLE XIX

HOLIDAYS

SECTION A. Permanent full-time employees shall be paid their regular straight-time rate for their normal daily hours for the following holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday, one-half day
Memorial Day
Independence Day (Fourth of July)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day Before Christmas - December 24
Christmas Day
Day Before New Year's - December 31

SECTION B. The following rules shall govern the payment of holiday pay:

1. Employees must work the full scheduled work day prior to and the full scheduled work day following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is mutually agreed to.
2. The employee would otherwise have been scheduled (i.e. not on layoff, etc.) to work on such day, if it had not been observed as a holiday.

SECTION C. When a full-time employee is assigned to work on one of the above holidays, he/she will receive one and one-half (1 ½) times their current hourly rate for the time worked in addition to his/her regular salary. An employee who is scheduled to work on any holiday set forth above and does not work said day shall receive no holiday pay for such day. Past practice shall continue on a holiday that falls on an off day being paid at the straight time rate or a compensatory day off to be used in the next posted schedule.

SECTION D. Employees on a ten (10) or twelve (12) hour day. Employees who work on a holiday who are on a ten (10) or twelve (12) hour day shall only be paid eight (8) hours of holiday pay with the balance (two (2) or four (4) hours) to be paid at straight-time.

ARTICLE XX

SICK TIME

SECTION A. Permanent full-time seniority employees will earn and be credited with one and a quarter (1 1/4) work day of sick leave credit for each complete calendar month of service. In order to earn a day and a quarter sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

SECTION B. Sick leave shall be granted to an eligible employee, to the extent of his/her earned sick leave credit, when the employee is unable to perform his/her duties due to sickness, pregnancy, injury, for medical, dental or optical examination or treatment, or when the County determines that the employee has been exposed to an illness or injury which would constitute a danger to the health of others, with the approval of the Sheriff or his/her designee. Up to five (5) sick leave days per year (January 1 through December 31) shall be granted in the event a member of the employee's immediate family is afflicted with an illness or injury who requires the care and attendance of the employee with the approval of the Sheriff or his/her designee. Immediate family is defined for purposes of this section as mother, father, sister, brother, wife, husband, son, daughter, grandchild and grandparents of the employee.

SECTION C. For purposes of computing sick leave pay, a work day shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight-time rate.

SECTION D. In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor or the Sheriff's Department prior to or within an hour before the time set for beginning his/her daily duties or present an excuse acceptable to the Sheriff. Misuse of sick time will result in disciplinary action as determined by the Sheriff.

SECTION E. The County may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave exceeding three (3) consecutive work days is taken pursuant to this Article or if the Sheriff has reasonable cause to believe that an employee is abusing sick time. Falsification of such evidence will be cause for suspension up to and including discharge.

The County may, at its discretion, require that employees submit to physical and/or mental tests and examinations by the county-appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the County will pay the cost of such tests and examinations if not covered by the employee's insurance.

SECTION F. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize an unused vacation credits upon written request. Employees

who are laid-off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION G. Unused sick leave shall accrue and may be accumulated up to a maximum of one hundred ten (110) days on December 31 of each year. Eligible employees will be paid for one-half (½) of accumulated unused sick leave in excess of one hundred ten (110) days.

SECTION H. An eligible employee will also be paid for accumulated unused sick leave, if employment is terminated by:

1. Death, full pay for unused sick time.
2. Full pay for retirement under the provisions of the Huron County Retirement Program.
3. Full pay for voluntary resignation if the employee provides the County with at least two (2) weeks advance written notice of the resignation.

SECTION I. The County reserves the right to require an employee to take an involuntary sick or health leave of absence, according to the terms of Section C, Article XXII - Health Leaves, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his/her assigned duties in the opinion of the County. Such disability shall be deemed just cause for the purpose of this Agreement.

SECTION J. Personal Days. Full-time employees will be given three (3) personal business days per year without loss of pay, to be deducted off of sick leave. The three (3) personal business days shall only be used for the purpose of conducting personal business. The three (3) personal business days shall not be used for extending a vacation, holiday, sick leave, comp. time, or any kind of a leave of absence. The three (3) personal business days off time shall be requested in writing, and approved by the Employer. Application for personal business days must be made, to the Employer, twenty four (24) hours in advance. On an emergency basis, the 24 hour advance notice may be waived by the Employer.

ARTICLE XXI

INSURANCE BENEFITS

SECTION A. The County agrees that, for the duration of this agreement, it will continue to pay the premiums to furnish the Blue Cross-Blue Shield Insurance (MVD-1 and current riders) currently in force for permanent full-time salaried employees. As of January 1, 1985 the County agrees to provide the additional health care benefit of the Blue Cross and Blue Shield of Michigan

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Vision Care and Comprehensive Preferred Dental Plan, 80-20 Co-Pay \$1,000 limit per member per benefit year for the duration of this Agreement. The County also agrees to provide Preferred RX Prescription Drug Program.

Effective July 1, 1990 the Employer may go to a \$3.00 drug rider.

SECTION B. The County agrees that for the duration of this Agreement it will continue to pay the premiums to furnish False Arrest Insurance. The County will continue to pay for Ten Thousand (\$10,000.00) Dollars Accidental Death and Dismemberment Insurance. In addition, a Ten Thousand (\$10,000.00) Dollars double indemnity Life Insurance policy for on or off duty employees will be provided by the County.

SECTION C. An eligible full-time employee shall become insured as soon as permissible under the insurance plans set forth in Sections A and B of this Article, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION D. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he/she goes on any leave of absence or is laid off, provided that those employees who go on a County approved leave of absence without pay may keep their group coverage in effect to the extent and for such periods of time, as may be permissible under the contracts between the County and the carrier by depositing with the Treasurer's Office the full amount of the premiums for the leave of absence. It is understood that the foregoing privilege is subject to the approval of the insurance carrier.

Upon retirement after ten (10) years or more of service, the County will continue to pay the following portions of health insurance under the following terms and conditions:

1. For employees hired prior to April 7, 1997, the County shall pay 50% of such premium for such retired employee having at least ten (10) years of service with the County and being of the age of fifty-five (55) or older.
2. For employees hired prior to April 7, 1997, the County shall pay 75% of such premium for such retired employee having at least fifteen (15) years of service with the County and being of the age of fifty-five (55) or older.
3. For employees hired prior to April 7, 1997, the County shall pay 100% of such premium for such retired employee having at least twenty (20) years of service with the County and being of the age of fifty-five (55) or older. For employees hired on or after April 7, 1997, the County will pay 100% of such premium for such retired

employee having at least twenty-five (25) years of service with the County and being of the age of sixty (60) or older.

4. For any employee hired on or prior to January 1, 1993, sub-sections 1, 2 and 3 above shall include the payment of the health insurance premiums in the amounts shown above for employee and spouse upon employee having the years of service outlined above.
5. For any employee hired after January 1, 1993, sub-sections 1, 2 and 3 above shall include the payment of the health insurance premiums in the amounts shown above for the employee only, and not his/her spouse, upon employee having the years of service outlined above.

SECTION E. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the County and the carrier. Any rebates or refunds on premiums paid by the County shall accrue to the County. The County reserves the right to select the carrier or change carriers, providing that the benefits are not reduced. No matter contained in this Article shall be subject to the Grievance Procedure.

SECTION F. County shall pay \$100 per month to employee in lieu of taking County Health Insurance. Applications for this may be obtained in the County Clerk's office. In the event the employee's spouse is no longer covered with Health Insurance coverage, the employee may come back under the County's Health care program by making application at the clerk's office at which time the \$100 per month to the employee would be discontinued.

ARTICLE XXII

LEAVE OF ABSENCE

SECTION A. The County, in its sole discretion, may grant a temporary written leave of absence to bargaining unit employees for periods up to one hundred eighty (180) days. A written request for such leave must be submitted to the County Board or its designated representative and approved by it, or its designated representative, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the County Board. Seniority shall not accumulate during such leave. No benefits will accrue to an employee during a leave of absence.

SECTION B. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

SECTION C. A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to one (1) year or the length of the employee's seniority, whichever is less. A written request for such a leave must be submitted to the Sheriff prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the County in writing of his/her intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXV, Section B. certifying the physical and mental fitness of the employee to fulfill his/her duties. Upon expiration of the leave, the employee will be returned to his/her former classification, providing his/her seniority so entitles him/her and he/she can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during such leave. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

SECTION D. Any employee who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the County effective and date the leave of absence started, unless the employee was specifically granted the leave for the particular purpose. Employees on an approved leave of absence under this Article will be given preference in working available part-time work.

SECTION E. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence, set forth in this Article, regardless of whether the leave was requested by the employee or whether the leave was required by the County pursuant to Section I, Article XX - Sick Time.

SECTION F. An employee who has been injured in the line of duty and is on a leave of absence under Section C, of this Article and is drawing worker's compensation benefits shall accrue seniority for the duration of such leave up to one (1) year or the length of the employee's seniority whichever is less.

ARTICLE XXIII

FUNERAL LEAVE

Any seniority, full-time employee subject to this Agreement, who, while actively working (i.e. not on layoff, etc.) shall suffer death in his/her immediate family will be granted a funeral leave of absence with normal daily basic straight-time pay for five (5) consecutive regularly scheduled work days. Immediate family is defined for purposes of this Article as any of the following relatives of eligible employees: wife, husband, child, mother or father. Two (2) days to an employee who suffers the death of a brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law,

grandparents, grandchild. One (1) day to an employee who suffers the death of an aunt, uncle, niece, or nephew of blood relations. In the event an employee serves as a pall-bearer, the employee will be granted a funeral leave of absence with normal daily basis straight time pay for one (1) regularly scheduled work day to attend the funeral. The County may require written application for such leave, as well as proof of death, relationship to the deceased and/or proof of death, relationship to the deceased and/or proof of attendance at the funeral. If an employee is on vacation at the time, funeral days will commence and the vacation days may be rescheduled for a later date.

ARTICLE XXIV

RETIREMENT

SECTION A. The normal retirement age will be fifty-five (55) years of age and the employee will normally retire on the first day of the month following the employee's fifty-fifth (55th) birthday. Upon written application and good cause shown, the County Board may, in its sole discretion, grant an exception to this requirement for such periods of time as it deems appropriate.

SECTION B. The County will provide the Benefit Program B-3, as permitted in Sec. 16A, and Benefit Program FAC-3, as permitted in Sec. 2a (B) of said Act No. 291 of the Public Acts of 1986.

ARTICLE XXV

MISCELLANEOUS

SECTION A. The County will provide unemployment and worker's compensation insurance as required by applicable law.

SECTION B. Physical and Mental Exams. The County may, in its discretion, require that employees submit to physical and mental tests and examinations by a County appointed doctor when such tests and examinations are considered to be a value to the County in maintaining a capable work force, employee health and safety, etc., provided, however, that the County will pay the cost of such tests and examinations if not covered by the employee's insurance.

SECTION C. Paychecks. The County may continue its current practice in regard to the time and manner of the distribution of pay checks.

SECTION D. Non-Bargaining Unit Personnel. It is understood by the parties that non-bargaining unit personnel may continue to perform bargaining unit work, provided it does not cause a layoff.

SECTION E. POLC Seminars. Any employee selected as a delegate to attend the POLC National Convention (bi-annually), State Convention (annually) Labor Convention or Seminars sponsored by the POLC, shall be allowed to attend without loss of pay or vacation time. Limited to one (1) employee.

SECTION F. Uniforms. In lieu of the past clothing allowance, the County will make an initial issue of three (3) sets of uniforms and maintain and clean the uniforms pursuant to regulations as established by the Sheriff.

SECTION G. Detective, Civil Processing, and Undercover Officer Clothing. Those employees who are assigned to work as detectives, civil processors, or undercover officers will be provided with an initial issue of three (3) sets of civilian clothes and up to Three Hundred Fifty (\$350.00) Dollars each year thereafter for clothes for use in their work assignments and the County will maintain and clean such clothing pursuant to regulations as established by the Sheriff. Employees will present receipts for approval and reimbursement.

ARTICLE XXVI

SEPARABILITY AND SAVING CLAUSE

SECTION A. If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal or Court of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

SECTION B. The parties shall meet to discuss the renegotiation of the provision held invalid pursuant to the above.

ARTICLE XXVII

REPRESENTATION

SECTION A. Bargaining Committee. The Bargaining Committee will include not more than four (4) employees, provided that there shall be no more than one (1) employee from each classification. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

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Negotiations shall take place at mutually agreeable times. Employees who are negotiating at times which they are regularly scheduled to work, shall be paid their straight time wages for the period of time spent in negotiations. Under no circumstances shall employees be paid overtime or holiday pay for time spent in negotiations. Employees shall return to their work station after negotiations have ended, provided there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to start subsequent to the start of their normal schedule. Employees must receive the approval of their supervisor if they wish to meet with a Union representative before or after negotiations.

ARTICLE XXVIII

SUPPLEMENTARY EMPLOYMENT

Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

A. That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer. Employees shall not wear their uniform or use their law enforcement authority when on supplemental employment unless authorized by the Sheriff.

B. The employee shall inform the Sheriff of his/her supplemental employment.

ARTICLE XXIX

JURY DUTY

Full-time employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least three-fourths (3/4) hours remaining of scheduled work.

ARTICLE XXX

RESIDENCE

All employees hired after January 1, 1990 shall be required to live within the boundaries of the County of Huron within three (3) months after completing their probationary period as a condition of continued employment unless otherwise waived. This requirement may be waived by

the Sheriff or Undersheriff with the approval of the Board of Commissioners. A residency waiver must be requested in writing by the employee and signed by the Sheriff at which time it would be presented to the Board for final approval.

ARTICLE XXXI

SCOPE OF AGREEMENT; SPECIAL CONFERENCE

SECTION A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplations of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practice, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

SECTION C. Special Conferences. The parties may, by mutual written agreement, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged by the Union and the County. Such meetings shall be between up to three (3) representatives of the Union and up to three (3) representatives of the Employer. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Special conferences will be held at a time mutually agreeable to the parties. All necessary time lost by an employee during his/her regular, straight shift, due to attendance at a Special Conference held in accordance with this Article, shall be paid for by the County at the employee's regular, straight-time hourly rate. It is understood that this applies only to time lost during the employee's normal, regularly scheduled straight-time, and does not apply to time spent in the attendance at a special conference during non-work hours or after the regularly scheduled straight-time shift. Special conferences shall not be used for the purpose of conducting continuing bargaining nor to in any way modify, add to or detract from the provisions of this Agreement.

ARTICLE XXXII

DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of January 1, 1996 and shall continue to remain thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to December 31, 1998, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement.

If notice of termination is not given by the party desiring to modify, alter, renegotiate, change or amend this Agreement, all terms and provisions of this Agreement shall remain in full force and effect throughout the period of negotiations and until such time a new contract agreement has been reached and signed.

SECTION B. If any negotiations described in Section A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

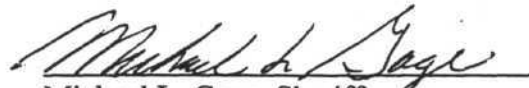
SECTION C. IN WITNESS WHEREOF, the Union and the County have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

BOARD OF COMMISSIONERS
HURON COUNTY, MICHIGAN

10/7/1997
Date



HANK WEITENBERNER, Chairperson

10/7/1997
Date


Michael L. Gage, Sheriff

POLICE OFFICERS LABOR COUNCIL

10/7/97
Date


POLC Field Representative

HURON COUNTY/POLICE OFFICERS LABOR COUNCIL - ROAD PATROL UNIT
THROUGH DECEMBER 31, 1998
PAGE 30

10/7/1997
Date

Jeffrey Ray Whitcomb

Date

Date

Date

PREAMBLE

THIS AGREEMENT is entered into on this ____ day of July, 1997, pursuant to and in accordance with Michigan Public Act 379 of 1965, between the HURON COUNTY BOARD OF COMMISSIONERS, of HURON COUNTY, MICHIGAN (hereinafter referred to as the "COUNTY BOARD") and the SHERIFF OF HURON COUNTY, MICHIGAN (hereinafter collectively referred to as the "COUNTY" or the "EMPLOYER") and POLICE OFFICERS LABOR COUNCIL - SHERIFF'S DEPARTMENT ROAD PATROL UNIT, (hereinafter collectively referred to as the "UNION").

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

RECOGNITION

SECTION A. The County hereby recognizes the Union (ROAD PATROL UNIT) as the exclusive bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965 for all full-time Sheriff's Deputies working in the Sheriff's Department in the positions of road patrol and detective, but excluding Sergeants and all other ranks, and excluding all other County Employees.

SECTION B. The County agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section A. Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section A.

SECTION C. The Board of Commissioners will not interfere with the rights of Officers of the Department to become members of any Union; that neither the said Board nor any of its agents will exercise discrimination, interference, restraint, or coercion against any member of said Union on account of membership. Members of this Union will not conduct union business during working hours unless specially authorized in advance by the Board.

SECTION D. All collective bargaining with respect to wages, hours, and working conditions and other conditions of employment for Officers who are covered under Section A shall be conducted by authorized representatives of the Police Officers Labor Council, and authorized representatives of the Board of Commissioners and the Sheriff with final approval of said bargaining for economic matters subject to majority vote of the Board of Commissioners.

SECTION E. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of County policy, the operation of the County and the direction of the employees are vested exclusively in the County or in its designated representatives. The exercise of judgment and discretion by the County and its representatives not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

The County Board and the Sheriff on their own behalf and on behalf of their Electors, hereby retain and reserve unto themselves, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vested in and are exercised by Employers except such as are specifically relinquished herein are reserved to and remain vested in the County, including, but without limiting the generality of the foregoing, the Right: (a) to determine the size of the work force and increase or decrease its size; (b) to hire new employees, to assign and lay off employees, to change the length of time of any work week or work day; (c) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (d) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (e) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work; (f) to establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement; (g) to schedule the work days and the hours of work. The County reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the County had prior to the signing of this Agreement are retained by the County and remain within the rights of the County, whether or not such rights have been exercised in the past.

ARTICLE III

SENIORITY SECURITY

SECTION A. Membership in the Union is not compulsory.

Employees have the right to join, or not join, as they see fit.

SECTION B. The Employer agrees to deduct Union dues or Union representation fees from employee's paychecks to become effective the first pay day of the month, following the employee's successful completion of thirty (30) days of employment as outlined in this section. The Union dues or representation fees shall be sent to the Union's designated officer.

SECTION C. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

A. The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

B. All checkoff authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

D. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F. The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

SECTION D. Hold Harmless and Indemnification. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee,

or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE IV

RULES & REGULATIONS OF THE HURON COUNTY SHERIFF DEPARTMENT

SECTION A. All employees of the Huron County Sheriff Department shall be furnished and will retain a booklet entitled RULES AND REGULATIONS, HURON COUNTY SHERIFF DEPARTMENT, and said employees will conform to said rules and regulations as per booklet, with the exception being that should any rule or provision be in conflict with the agreement set forth in this contract, such paragraph, rule, or provisions of Rules and Regulations Booklet shall not apply.

SECTION B. The County may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties, and rules of conduct for the employees to follow.

SECTION C. New or amended rules governing discipline will be published five (5) working days prior to their effective date.

ARTICLE V

DISCIPLINE AND DISCHARGE

SECTION A. The County shall retain the sole right to establish, change, amend, and enforce reasonable rules for employees to follow, the right to warn, reprimand, layoff, discharge, demote, or transfer any and all employees who violate these rules.

SECTION B. After completion of the probationary period, no employee shall be suspended or discharged without just cause.

SECTION C. Cause for disciplinary action shall include, but is not limited to: those matters listed as Offenses in the Rules and Regulations of the Huron County Sheriff Department; inefficiency or inability to perform assigned duties; excessive absenteeism, tardiness; failure to take a medical examination; dishonesty, or theft; insubordination; discourtesy to supervisors, visitors, or other County employees; failure to work with supervisors and fellow employees in an acceptable manner; neglect of duty; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision.

SECTION D. In the event an employee is suspended or discharged, the employee will be entitled to the presence of a Union representative. The employee may file a grievance at Step 1 of the Grievance Procedure.

SECTION E. The employee shall have the right to review his/her employee's attendance record and the record of disciplinary action in his/her personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of disciplinary action and shall be given the opportunity to initial or sign such entry prior to its introduction into his/her file.

SECTION F. The Steward of the Union and/or his designated representative, shall be given the opportunity to be present with the employee at the specific time requested at all levels of the suspension or discharge proceedings.

SECTION G. Employees will be given the opportunity to sign any formal written reprimand which is to be entered into employee's personnel file.

SECTION H. Employees who commit a "minor" disciplinary offense may be disciplined up to a three (3) day suspension. Employees who commit a "major" disciplinary offense may be disciplined from a four (4) day suspension up to and including discharge. It is specifically understood that the County has the sole right to determine whether an offense is a minor or a major offense and the County's determination shall not be subject to the grievance procedure set forth in Article VI.

SECTION I. An employee's personnel record shall be reviewed after twenty-four (24) months of satisfactory service and all disciplinary matters appearing therein shall not be adversely used in subsequent disciplinary action, excepting however, any infraction during a twenty-four (24) month period shall cause the personnel record to be held over for twenty-four (24) more months. In such event, the first sentence of this Section shall not apply.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION A. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work, but such grievance may be submitted to the following grievance procedure.

SECTION B.

STEP 1: Within five (5) working days of the time a grievance arises, an employee may present the grievance in writing on a grievance form provided by the Union and present the grievance to his/her supervisor for a written answer.

A representative of the Union may be in attendance if the employee so requests. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The supervisor shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance. The decision of the supervisor shall not act as precedent.

STEP 2: If the grievance is not resolved in Step One, the grievant may, within five (5) working days after the answer in Step One submit the written appeal to the Sheriff and/or his/her designee. The Union or the Employer may also, within five (5) working days after the answer in Step One, submit a written request to the other for a meeting between the representatives of the Union and the Employer, or their designated representatives in an attempt to resolve the grievance. The meeting shall take place within five (5) working days. Additional time may be allowed by mutual written agreement of the County and the Union. The Sheriff will submit his written answer within five (5) working days or five (5) working days after the requested meeting takes place, whichever is later. The decision of the Sheriff shall not act as precedent.

STEP 3: In the event of an unsatisfactory answer at Step 2, the Union may submit the grievance to arbitration within fifteen (15) calendar days following the conclusion of the Step 2 answer. A request for arbitration shall be in writing to the Employer.

The Employer and the Union shall within seven (7) calendar days after notice of arbitration has been given, attempt to select an impartial arbitrator whose decision shall be final and binding upon the parties. If the parties cannot agree upon an arbitrator within seven (7) calendar days after written notification of intent to arbitrate is given, the Michigan Employment Relations Commission (MERC) shall be requested by either party to provide