

1381

12/31/97

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS AND THE SHERIFF

OF

GRAND TRAVERSE COUNTY

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

SERGEANTS BARGAINING UNIT

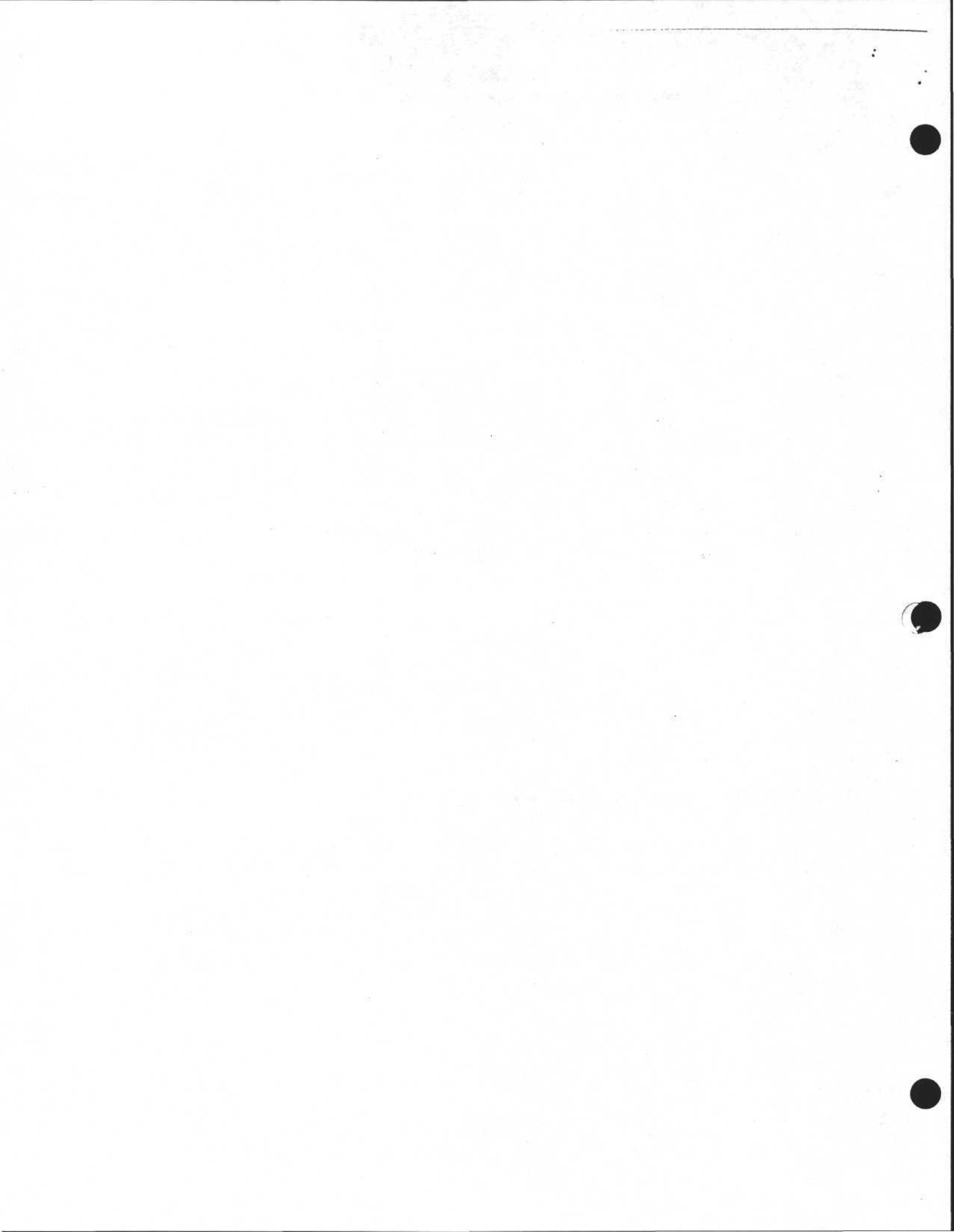
12/4/96

Grand Traverse County

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AGREEMENT

This Agreement entered into this 22nd day of November, 1996, between the Board of Commissioners and the Sheriff for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Teamsters Local Union 214, Sergeant Division, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This Agreement entered into by the Board of Commissioners and the Sheriff for the County of Grand Traverse, hereinafter referred to as the Employer, and the Teamsters Local 214, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

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

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit. The Employer hereby agrees to recognize as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

All full time Sergeants of the Sheriff's Department of Grand Traverse County.

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

Section 1.2 Definitions. The terms "Employee" and "Employees" when used in this Agreement, shall refer to and include only those regular full-time employees who are employed by the County in the collective bargaining unit set forth. For purposes of this Agreement, the following definition is applicable:

- A) **Regular Full-Time Employee:** Employees normally scheduled to work forty (40) hours or more per week shall be subject to all the terms of this Agreement.
- B) **Temporary Appointment:** The Employer reserves the right to appoint temporary Sergeants for specific projects or to cover extended absences, provided such period of appointment does not exceed six months unless extended by mutual agreement between the Employer and the Union. An employee appointed as temporary Sergeant shall not be subject to the terms of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of service it shall provide, including the scheduling and means of providing such services, to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship; and all other rights and prerogatives, including those exercised in the past, and those rights which are contained in the Michigan Constitution and the various statutes of the State as they may relate to the Office of the Sheriff, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.2 The Employer retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

ARTICLE III
UNION SECURITY

Section 3.1 Agency Shop: As a condition of continued employment, all employees included in the Collective Bargaining Units set forth in Article 1, thirty-one (31) days after the start of this employment with the County shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 3.2 Union Membership: Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the various Collective Bargaining Units without regard to whether or not the employee is a member of the Union.

Section 3.3 Checkoff:

- A) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee equivalent from the pay of each employee who executes and files with the County a proper checkoff authorization form shall be used exclusively and shall be supplied by the Union.
- B) Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Union. Each employee hereby authorizes the Union and the Employer without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.
- C) A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer. Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request at its sole discretion, that said dues or service fee owed under said agreement be deducted by the employer from the employees pay check pursuant to state law, without such authorization slip being signed.
- D) Deductions for dues, initiation and service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month.

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.

- E) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- F) The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.
- G) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

ARTICLE IV REPRESENTATION

Section 4.1 Stewards: The Employer agrees to recognize one (1) Steward and one (1) alternate Steward. Said Steward being a member of the bargaining unit with two or more years of service and elected by the bargaining unit. Duties of the Steward shall be limited to the investigation and presentation of grievances as established in the grievance procedure. In addition, both the Steward and the alternate Steward shall serve on the Collective Bargaining Committee for purposes of negotiating a new labor agreement. Employer agrees to compensate the Steward, or alternate Steward, for all reasonable lost time from his/her regular scheduled work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. A maximum limitation of compensation for lost time shall be applied to one (1) employee.

Section 4.2 Super Seniority: For purposes of layoff and recall, the Steward shall be senior on the seniority list, provided however, that such officer has the ability to perform the required work.

Section 4.3 The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union, and the Employer shall not be required to recognize or deal with any other than those so designated.

ARTICLE V CONFERENCES

Section 5.1 Special Conferences: Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Stewards and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

ARTICLE VI GRIEVANCES

Section 6.1 Grievances: A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement. A grievance may be initiated by any employee covered by the terms of this Agreement or by their representative. Grievances are limited to matters of interpretation or application of the express terms of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth in this Agreement or the grievance is settled in favor of the non-defaulting party. All grievances must be filed within five (5) working days after the occurrence of the circumstances giving rise to the grievance, or within five (5) working days after an employee should have reasonably known of the grievance.

- Step 1: Any employee having a complaint in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or Steward must first discuss the matter orally with the supervisor or his/her designee.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on regular grievance forms provided by the Local Union, signed by the employee and presented to the Sheriff or Undersheriff within three (3) working days of step 1 answer. The Sheriff or Undersheriff, shall answer written grievance within three (3) working days of receipt of same.
- Step 3: Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Sheriff or Undersheriff disposition, contact the Administrator to arrange a meeting between the Union and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Employer unless a longer time is mutually agreed upon. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 6.2:

- A) Any and all grievances resolved at any step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.
- B) If the time is not met by either party, then the grievance is settled in favor of the non-defaulting party.
- C) The County shall not be required to pay back wages for periods prior to the time the incident occurred, provided that in the case of pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period providing the employee files his/her grievance within three (3) working days after receipt of such pay period in question.
- D) When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the Steward and the employee will be promptly notified in writing of the action taken.
- E) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that (s)he may have received from any source during the period in question.
- F) The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the eight (8) hour shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- G) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- H) The parties hereby agree that once an employee has elected to pursue a remedy by State Statute or County Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties and the employee. This shall not include Unfair Labor Practices, or issues before the Michigan Employee Relations Commission.

Section 6.3: Any employee who violates a State Statute regarding strikes and walkouts shall be subject to disciplinary action, up to and including discharge. The Employer shall not provoke a strike or walkout.

ARTICLE VII ARBITRATION

Section 7.1 Arbitration: If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within sixty (60) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation Conciliation Service in accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing.

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

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them.

Section 7.2: It shall be the obligation of the arbitrator to the Employer and to the Union to make his/her best effort to rule on cases heard by him within twenty-one (21) days after the hearing. Priority shall be given to deciding discharge cases and the arbitrator shall make his/her best efforts to decide these cases within fourteen (14) days of the hearing.

Section 7.3: There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer.

Section 7.4: Full fees and expenses of the Arbitrator shall be paid by the losing party, unless both parties agree to arbitration, in which case the fees and expenses shall be shared. However, if either party cancels the arbitration, that party shall be responsible for the cancellation fees as charged by the arbitrator.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 8.1: The Employer shall not discharge or lay off for disciplinary reasons any employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discipline and discharge must be by proper written notice to the employee and the Union, citing specific charges against such employee.

Section 8.2: The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Steward and the Employer designate an area where (s)he may do so before (s)he is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 8.3: An employee who maintains an offense free record for a period of one year shall have all prior minor offenses removed from his/her record and placed in a sealed envelope in the Personnel file and marked "Not to be used for purposes of subsequent disciplinary action".

Section 8.4: When an employee is accused of a criminal offense no suspension without pay shall result during the investigation.

Section 8.5: Should a non-probationary employee who has been discharged or given a disciplinary lay-off consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within three (3) working days from the date the discipline was imposed on the grieving employee.

Section 8.6: No employee will be required to take a polygraph test and such refusal will not be used against him.

Section 8.7: Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

ARTICLE IX
LAYOFF AND RECALL

Section 9.1:

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

1. Temporary employees;
2. Probationary Sergeant I employees;
3. Remaining Sergeant I employees by classification seniority.
4. Sergeant II employees shall then be laid off by classification seniority.

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

B) In lieu of layoff, it may be mutually agreed that the work week may be reduced to not less than thirty-two (32) hours per week, or that the Sergeant II's may drop down to the Sergeant I level.

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

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

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

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

Section 9.2: In the event of a temporary reduction of the work force which shall not exceed four (4) weeks at any one time, it is agreed that the merits of such layoff be negotiated between the parties.

Section 9.3: A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which (s)he was laid off within the bargaining unit, and further provided said employee has the ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 9.4: The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions as layoff.

ARTICLE X LEAVES OF ABSENCE

Section 10.1: A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Only a regular full time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence.

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

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

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

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

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

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

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

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

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

Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to them before going on unpaid leave.

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

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

Section 10.3 Military Leave:

- A) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve are called for defense training they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- B) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- C) Employees within this bargaining unit who shall be called to active duty, or inducted into the Armed Services of the United States, or who shall volunteer for such service, shall, upon completion of such service, be reinstated to their former position or a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such re-instatement; provided that they shall be honorably discharged from

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

Section 10.4 Court Leave: Employees shall be granted leave of absence with pay when they are required to report to jury duty or as a witness subpoenaed to appear in a local, State, or Federal Court, or when required either by the Employer or any other public agency to appear before a court or such agency on such matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties.

- A) Seniority will continue to accrue to the employee.
- B) Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent on such matters after turning over the fees to the Employer.

Section 10.5 Union Business: Leaves of absence without pay may be granted, under normal conditions, to any employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time and the number of working days will not exceed seven (7) in any one (1) calendar year unless otherwise agreed to by the employer.

Section 10.6 Education: An employee wishing to further his/her education in his/her chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

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

Section 10.8 Bereavement Leave: When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, current brother-in-law, current sister-in-law, the employee, on request, will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or at the option of the employee to take sick leave or accumulated vacation.

An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of shift or other premiums, that he/she would have

earned by working during straight time hours on such scheduled days of work for which he/she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 10.9 Personal Leave: Each regular full time employee and regular part time employee (on a pro-rated basis) who is hired or current county employee under Plan A who transfers into the bargaining unit on or after December 1, 1996, or current employees who have made a written irrevocable selection of the Sick and Accident Plan by December 31, 1996, shall be granted eight (8) days of personal leave each year in the first pay period in December. New hires shall receive an initial pro-rated amount of leave upon completion of their probationary period. Employees who are still on probation as of December 1st shall not receive leave for the prior year; however, shall receive the full eight (8) days for the new year upon completion of their probationary period.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. If an employee has been off work due to sickness or accident for three (3) consecutive days may be required to submit a statement from a physician to verify such illnesses. Time must be used in ½ hour increments. Claim for payment must be submitted on a form provided by the Employer.

Any balance of the eight days left following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

ARTICLE XI SENIORITY

Section 11.1 Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his/her last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his/her particular classification. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- A) All new full-time employees who have not been promoted or transferred from within the department shall serve a probationary period of twelve (12) months. If an employee is absent from work due to illness or other reasons for a period of seven (7) days or longer, such period of his/her absence shall be added to the probationary period. Absences due to an in-service training or job related injury shall not be added to the probationary period.
- B) Promotion to Sergeant: Employees promoted to the classification of Sergeant shall serve a one (1) year orientation period. During such orientation period, the employer, for just cause, may demote such employee back to his/her former classification. It is

further agreed that employees may exercise the right to voluntarily return to their former classification. The employee demoted shall not be permitted to disrupt the then in effect shift preference of other employees within the bargaining unit.

- C) The Union shall represent such probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- D) During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed their probationary period of employment, they shall be put on the seniority list and each seniority shall be as of their last date of hire.

Section 11.2 Seniority List: The seniority list on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish the Union an up-to-date list upon request.

Section 11.3 Seniority with reference to the Steward shall be in accordance with Article IV, Section (2).

Section 11.4 Loss of Seniority: An employee's seniority with the Employer shall terminate for the following reasons:

- A) He/she quits or retires.
- B) He/she is discharged or terminated and the action is not reversed through the grievance procedure.
- C) He/she is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This is not to be construed in limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.

ARTICLE XII
LONGEVITY COMPENSATION

Section 12.1 Longevity Schedule:

- A) Regular employees shall receive a longevity bonus payable on the first pay date in December at the rate and under the following schedule (Plan B):

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

- B) For those employees within the bargaining unit as of January 1, 1991, a longevity bonus shall be payable as a separate check on the first pay date in December in accordance with the following schedule (Plan A):

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

Payment under Plan A shall be prorated over the remainder of the calendar year in which completion of the ten (10) years (or 15 years) service occurs.

Section 12.2 Promotions into the Bargaining Unit: Any employee promoted into the bargaining unit who is covered by Plan A at the time of the promotion shall continue to fall under Plan A.

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

ARTICLE XIII
HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

Section 13.1 The regular schedule of an employee's work shall consist of an average of not more than eighty (80) hours for two week pay periods. The normal day consists of eight (8) continuous hours, inclusive of paid meal period.

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

Section 13.2 Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department.

Section 13.3 If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause. Overtime pay shall be at the rate of time and one half (1 ½) under the following conditions:

- A) Daily - All work performed in excess of eight (8) hours in any twenty-four (24) hour period as authorized and approved by the Employer.
- B) Periodically - All work performed in excess of 160 hours within a twenty-eight (28) day schedule. Hours are defined as hours actually worked. There shall be no pyramiding of overtime.
- C) The rate of overtime pay shall be one and one half (1 ½) times the employee's regular hourly rate, excluding all forms of premium pay.
- D) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among employees within a reasonable period of time and within the division affected.
- E) An overtime distribution sheet shall be kept current and shall be posted. Overtime worked or refused shall be added to the overtime distribution sheet on a daily basis.
- F) When an overtime assignment occurs, the employee with the lowest number of overtime hours worked on an overtime distribution sheet, within the division affected, shall be offered the overtime. If the employee refuses, he/she will be charged with those hours as if worked. This procedure shall be repeated until the three (3) employees with the lowest number of overtime hours worked on the overtime distribution sheet have been offered overtime. In the event that none of the lowest three (3) employees accept the overtime or they cannot be contacted, the overtime may be offered to any eligible employee on a volunteer basis. If a volunteer cannot be located in a reasonable amount of time, the lowest employee on the equalization list will be ordered in.

Section 13.4 Shift assignments will be made on an eighty-four (84) day period basis. Determination of the shift assignments shall be based on the employee's preference according to his/her seniority within the classification affected. Those eligible must have completed at least one year of service within their classification.

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

An employee shall be granted such requests for shift preference at the first selection period after he/she has completed probation.

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

The employer maintains the right to make temporary assignments in mid quarter due to extended illnesses of ten (10) or more working days.

Section 13.5 Employees assigned and working on shifts commencing at or after 3 p.m. shall receive a shift differential of twenty-five (\$.25) per hour in addition to their regular pay. Employees assigned to and working on shifts commencing at or after 11 p.m. shall receive a shift differential of thirty-five (\$.35) per hour in addition to their regular hourly rate. Employees who work four (4) or more hours into either shift shall receive the shift premium called for the entire shift.

Section 13.6 All members of the bargaining unit shall receive eight (8) regular days off (RDOs) per 28 day schedule period excepting those employees who have received approval to work a ten (10) hour day, said employees shall receive twelve (12) RDOs per 28 day schedule period.

ARTICLE XIV HOLIDAY PAY

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

New Year's Day	Veteran's Day	1 Floating Holiday
Easter Sunday	Thanksgiving Day	(See Section 14.10
Memorial Day	Day After Thanksgiving	regarding 2nd floating
Independence Day	Christmas Day	holiday)
Labor Day		

Section 14.2 To be eligible for holiday pay, an employee must:

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

Section 14.3 No holiday for which an employee is paid and during which (s)he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him.

Section 14.4 Holidays occurring during the vacation period, bereavement leave or sick leave are compensable and shall not be charged against the employee's accumulated time.

Section 14.5 Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one half (1 ½) for all hours worked.

Section 14.6 Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday based on eight (8) hours pay at the straight time hourly rate, excluding premiums, of the particular employee.

Section 14.7 When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, (s)he shall not receive the pay for such holiday, unless on an excused leave.

Section 14.8 In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday. Employees will be considered as having been assigned to a five (5) day operation if their schedule reflects such an assignment for one (1) month or more.

Section 14.9 County snow day procedures will apply to bargaining unit personnel.

Section 14.10 Sergeants shall be granted three (3) Personal Leave Days per year for the purpose of conducting and caring for personal matters. Sergeants shall make at least a 48 hour advance request to their immediate supervisor for the utilization of personal leave and shall state the reason for said utilization. Personal leave shall not be taken in increments of less than one-half ($\frac{1}{2}$) day and such personal leave shall not accumulate from year to year.

Employees hired into the bargaining unit on or after December 1, 1996, or current employees who have made a written irrevocable selection of the Sick and Accident Plan by December 31, 1996, shall not be eligible for the three (3) personal days, but shall be credited one (1) additional Floating Holiday as of January 1st, in the first pay period of each calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday for that year. Such holidays shall not accrue from year to year or be paid out for any reason.

ARTICLE XV VACATION

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

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

VACATION SCHEDULE

YEARS OF SERVICE	DAYS	HOURS
Less than 3 years	10	80
3, but less than 5 years	12	96
5, but less than 15 years	15	120
15, but less than 25 years	20	160
25 or more years	25	200

Section 15.2 Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of twenty (20) days.

Section 15.3 Vacation checks shall be issued at the time the vacation is taken and in increments taken, that is to say, an employee taking a scheduled one (1) week vacation shall receive a check for one week's vacation entitlement.

Section 15.4 Vacation pay will be paid at the current rate of employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans.

Section 15.5 If any employee becomes ill and is under care of a duly licensed physician or recognized practitioner during his/her vacation and the employee utilizes accumulated sick leave credits for the period of illness, his/her vacation for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

Section 15.6 A vacation may not be waived by a employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the provision of Section 2 will not be invoked.

Section 15.7 Vacation schedules by classification and affected shifts will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, after January 1st, each employee shall indicate on a yearly calendar his/her vacation request no later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available on a first-come-first-served basis. Employees will be notified of approval of vacation periods within a reasonable time after April 1st of the applicable year. Any requested change in vacation schedule after notification will require at least thirty (30) days notice. Exceptions may be made for unusual circumstances.

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

Section 15.8 Upon termination of employment due to resignation, death, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave through date of termination that such employee has accrued.

Section 15.9 Employees shall be permitted to schedule their vacation in conjunction with their regular pass days.

ARTICLE XVI SICK LEAVE PAY

Section 16.1 Upon completion of six (6) months, commencing with an employee's most recent hiring date, and not before, an employee shall be credited with six (6) paid days, and shall thereafter earn additional paid days at the rate of one (1) day per month. Sick days shall be "banked" for future use with no maximum. Sick leave shall be granted only for absence from duty because of personal illness, visits to the doctor or dentist, legal quarantine, or illness in the immediate family. Sick leave for illness in the immediate family may be charged for up to two (2) days per illness if the employee is the only person available to render such care. For purposes of this section, an immediate family member shall be deemed to be spouse, children, parents, or guardian who lives with or under the support of the employee.

Section 16.2 Claim for sick leave pay must be submitted on a form provided by the Employer. If any employee has been off work due to sickness or accident for three (3) consecutive days, a statement from a physician may be required by the Employer. Employees who establish a pattern of misuse of sick leave may be required to submit a statement from a physician to verify such illnesses.

Section 16.3 Upon retirement or death of an employee, payment of unused sick leave at the regular rate of pay will be made at the rate of fifty percent (50%) of all sick days credited to the employee's sick bank.

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

Section 16.5 Employees absent from work due to illness must notify their immediate supervisor at least one hour prior to their normal reporting time in order to be eligible for paid sick leave, unless the employee can show in writing why prior notification was impossible.

Section 16.6 Frozen Sick Banks: Employees hired or who transfer into the bargaining unit on or after December 1, 1996, or current employees who have made a written irrevocable selection of the Sick and Accident Plan by December 31, 1996, shall have their sick banks frozen and shall not be eligible for sick leave accumulation as of December 1, 1996, as described in this article.

1. For absences due to illness (including illness in the immediate family--spouse, children, parents, or guardian--if the employee is the only person available to render such care) after the eight personal days have been exhausted.
2. For the first seven calendar days when an employee qualifies for the short term disability.
3. When an employee qualifies for the short term disability, but chooses to use their frozen sick bank first in order to receive full pay.

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

ARTICLE XVII INSURANCE AND PENSION

Section 17.1 The Employer agrees to pay the full premium for hospitalization and medical insurance coverage for the employee and their family, said insurance to be substantially equivalent to the benefits in effect with the Health Maintenance Organization on January 1, 1994, under the guideline that the employee does not have in existence any other medical hospitalization plan with substantially the same benefits from other employment.

Employees whose spouses are also employed by Grand Traverse County will not be eligible to be double covered under the health program. They may each select their own coverage (in the case of regular insurance or HMO) if they wish, and dependents will be covered under the employee whose birth date comes first in the year unless otherwise agreed to by both employees.

The benefits provided under the Grand Traverse County health program shall be secondary to any personal protection or personal injury benefits carried by an employee through an insurer under a motor vehicle policy described in Section 3101(1) of the Michigan Compiled Laws.

Section 17.2 Employees who have retired from the service of the Grand Traverse County Sheriff's Department shall be entitled to group rates under the hospitalization plan.

Section 17.3 Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee, if eligible for workers' compensation, will receive, in addition to their workers' compensation, 20% of their gross pay for a period of time of up to thirty-six (36) months.

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

If the employee is still unable to return to work, a conference will be held to determine whether or not the employee should be given a medical discharge. If it is determined that said employee shall be placed on Medical Retirement, the Employer shall be responsible for contributing sufficient premiums to the applicable Retirement System so as to allow the employee to be eligible for a ten (10) year Retirement benefit. The Employer shall also be responsible for maintaining all levels and forms of life and medical insurance.

Section 17.4 The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

Section 17.5 As a condition of employment, each full-time employee shall agree to participate in the Michigan Employees Retirement System. The Employer agrees to provide retirement benefits for all employees under the Municipal Employee's Retirement System, Schedule B4, F50/25, and the E2 rider.

Section 17.6 Life Insurance: The Employer agrees to pay the full premium for term life and accidental death and dismemberment insurance after six (6) months of service for regular full-time employees. Such insurance to be in the amount of one times the employee's annual salary.

Section 17.7 Short Term Disability: All regular full time and regular part time employees, including those on paid leave, who are hired or current employees who have Plan A and who transfer into the bargaining unit on or after ratification of this contract shall be eligible for Short Term Disability, said coverage to be effective the first of the month following six months of service. Current employees who have made a written irrevocable selection of the Sick and Accident Plan by December 31, 1996, shall be covered effective January 1, 1997. This coverage shall provide, at a minimum, 66 2/3 per cent of the employee's regular weekly wage for up to 26 weeks per occurrence for absences due to approved injury or illness, with a weekly benefit maximum of \$600 (pro-rated for regular part time employees). The coverage shall begin on the eighth day following injury or illness. Health insurance provided by the Employer shall continue during the duration of this coverage.

ARTICLE XVIII VACANCY AND TEMPORARY TRANSFER

Section 18.1 Vacancies within the Sheriff's Department shall be given preference to be filled from within the Department. Established job requirements and qualifications shall be used as the criteria as well as any standard examinations utilized for selection. Results of the examination taken for the purpose of filling a vacancy shall be posted for members of the department by test ID number. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice of their intent to fill a classification other than their existing classification.

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

Section 18.2 For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the senior most qualified employee from the eligibility list within the appropriate division. If there is no current eligibility list for the specific position, the Sheriff or his/her designee shall assign the most qualified employee to the position. If it involves an assignment in a higher pay classification for over two (2) hours, the employee will receive the higher rate of pay for all hours worked.

The Sheriff or his/her designee shall determine when a temporary vacancy exists and will proceed to fill such vacancy in accordance with this Article as soon as possible. However, no position shall be considered temporary for a period beyond ninety (90) days without mutual consent of the parties.

ARTICLE XIX CLOTHING ALLOWANCE

Section 19.1 Plain clothes personnel shall receive an annual clothing and cleaning allowance of Five Hundred Dollars (\$500.00). Effective January 1995, this allowance shall be Six Hundred Dollars (\$600.00). This allowance shall be paid on the second pay in January of each year.

ARTICLE XX UNIFORMS AND EQUIPMENT

Section 20.1 The Employer agrees to provide all required wearing apparel as determined as part of mandatory dress code. The Employer agrees to pay in full for four (4) pair of pants and/or skirts, four (4) summer shirts and/or blouses, four (4) winter shirts and/or blouses and necessary hats, leather and utility pieces, side arms, belts and other necessary insignia. Effective December 1, 1996, employees coming into the bargaining unit shall be provided three (3) pair of pants and/or skirts, three (3) summer shirts and/or blouses, and three (3) winter shirts and/or blouses. The Employer agrees to provide one (1) summer/winter combination jacket and to replace such items as necessary.

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

The Employer shall furnish all equipment it deems necessary to the employee to perform their respective work assignments and shall keep all equipment in safe operating condition.

ARTICLE XXI
GENERAL

Section 21.1 Joint Health and Safety Committee: The parties to this Agreement shall establish a Joint Health and Safety Committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff and one (1) representative of Board of Commissioners. All health and safety issues and complaints will be handled by the Health and Safety Committee.

Section 21.2 In any dispute involving safety, M.I.O.S.H.A. will be used and their decision will be final and binding upon the parties. If, however, M.I.O.S.H.A. will not take jurisdiction, the matter is a proper subject for grievance arbitration.

Section 21.3 The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall, upon request, in the presence of the Employer, have access to his/her personnel file.

Section 21.4 The Employer shall make a firing range and ammunition available to the employees for instructional shooting up to four (4) times in each calendar year. The Employer will provide paid qualification time for each employee who is required to attend a mandatory shoot.

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

Section 21.5 Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 21.6 The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the legal performance of his/her duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 21.7 The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefiting both the County and the employee shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the County Board of Commissioners if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 21.8 Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, (s)he shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.

Section 21.9 Equipment: If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects in writing on forms provided by the employer, or on the individual officer's daily report. If the supervisor determines the equipment to be defective, (s)he shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, (s)he must so notify the employee in writing.

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

Section 21.10 An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with these provisions shall subject each employee to disciplinary action by the Employer. An employee who is injured while on the job and cannot continue to work will be paid for the remainder of his/her shift.

Section 21.11 The Employer shall pay the cost of \$500,000.00 for False Arrest Insurance, provided such coverage is available. In the event such coverage becomes unavailable to the County, the County shall immediately notify the Union and this issue shall become negotiable.

Section 21.12 The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or Steward for the Union. The Union will promptly remove from such bulletin board, upon written request from the Employer, any material which is detrimental to the Union-Employer relationship.

Section 21.13 Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

Section 21.14 Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 21.15 Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners as may be related to their work, on days off or other authorized off-duty time, will be paid a minimum of three (3) hours at time and one-half (1 1/2) and a minimum of two (2) hours at time and one-half (1 1/2) for appearing before the Magistrate for their set appearance in lieu of any witness fees.

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

Section 21.17 All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

Section 21.18 The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Pay day will be every other Thursday.

Section 21.19 The Union shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Union, such records shall be furnished by the Employer for inspection.

Section 21.20 The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provision of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 21.21 Prisoner Transports

- A. At least one (1) regular female employee will be used in the scheduled transporting of any female, except this requirement will not apply to female prisoners transferred to and from the following Counties: Antrim, Kalkaska, Wexford, Benzie and Leelanau, as well as within the County of Grand Traverse. Female prisoner transfers without a female employee will require two (2) officers in the vehicle.
- B. Except as provided in paragraph A above, single officer units may be required to perform prisoner transports to and from the following counties: Antrim, Charlevoix, Crawford, Otsego, Missaukee, Kalkaska, Wexford, Benzie, and Leelanau.
- C. In the planning and scheduling of all prisoner transports, management shall give due consideration to issues of officer safety and escape risks.

Section 21.22

- A) Employees who do not fall within the definitions identified will not be assigned to work which is recognized as Bargaining Unit work, except divisional commanders, on call Captain, Undersheriff, or Sheriff, and in cases of emergency.

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

Section 21.23 Employees who are entitled to overtime pay at their overtime rate of pay as provided in this Agreement, shall, at their option, be credited with an equivalent amount of compensatory time in lieu of money payment. An employee may bank compensatory time to a maximum of forty (40) hours. Compensatory time may be requested of the Sheriff and at his/her discretion may be granted when workload and scheduling may permit.

Section 21.24 Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County policy.

Section 21.25 The Employer agrees to replace all personal property damaged in the line of duty under the following guidelines:

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

Section 21.26 Members of the dive team who are called in shall not be paid for the first hour of response unless the dive team function is activated. This shall be the first two (2) hours in the case of dives outside the County. Certified members of the dive team shall receive one and one half (1 1/2) their hourly rate for all required dives from the time the first diver enters the water until the last diver comes out of the water, if the officer is on site, except on-duty training dives.

Section 21.27 Physical Maintenance: All employees hired after January 1, 1986, shall be required to participate in the Physical Maintenance Program (88-3.023 effective December 15, 1988) unless the law mandates that an employee be exempt either from testing or from having all the requirements with respect to physical qualifications applied to him/her.

ARTICLE XXII PROMOTIONS

Section 22.1 General Provisions:

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

- B) It is herein agreed that the term "promotion" shall apply only to the position/ classification of Captain.
- C) Promotions shall be on a competitive basis.
- D) Employees must have the ability and qualifications to perform the work as described in the vacancy posting.
- E) Regular vacancies are to be filled within sixty (60) days.
- F) Promotional vacancies shall be posted for a period of ten (10) days on departmental bulletin boards. The notice shall contain the names of those employees eligible to test for the vacancy.
- G) The Employer will not be obligated to consider a request for promotion unless said request is submitted during the ten (10) day period. Employees absent during the ten (10) day period must give notice of their intent upon return to work.

Section 22.2 Promotion to Captain:

- A) The promotional procedure for the position of Captain shall be offered only when a vacancy exists, as declared by the Sheriff and County of Grand Traverse.
- B) Qualifications for the specific vacant Captain position shall be posted with the vacancy and promotional procedure notice.
- C) The promotional procedure shall consist of:

Oral Exam	50%
Internal Evaluation	50%

Candidates shall receive an additional point for each year of service with the department.

- D) The internal evaluation process for promotional purposes shall be conducted by a three member panel consisting of two (2) Captains and one (1) administrative officer (excluding the Sheriff). The internal panel shall be restricted to considering only the most recent two (2) years of the candidate's performance.
- E) The Sheriff of Grand Traverse County reserves the right to make a final determination for the selection of a Captain. In making this determination, the Sheriff shall be restricted to selecting from the top three (3) candidates as determined by the promotional process herein identified.
- F) If employees of the department are not qualified to fill the promotional vacancy, the positions may be filled by employment of other personnel. However, before outside

personnel may be considered to fill this vacancy, the outside personnel applicants must complete all of the aforementioned selection procedures and must have a minimum of a four (4) year college degree and six (6) years of police experience.

- G) Employees promoted/appointed to a higher classification shall serve a one (1) year orientation period. During such orientation period, the Employer may demote such employee back to his/her former classification. It is further agreed that employees may exercise the right to voluntarily return to their former classification. In either event, employees shall not lose seniority for previous time in grade, plus the orientation period in the new position. Employees who are demoted from a higher classification for disciplinary reasons may be required to serve a six (6) month probationary period and shall be subject to all terms of this agreement. The employee demoted, or voluntarily returning, shall not be permitted to disrupt the then in effect shift preference of other employees within the Bargaining Unit.

ARTICLE XXIII SAVINGS CLAUSE

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

ARTICLE XXIV MAINTENANCE OF STANDARDS


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

ARTICLE XXV TERMINATION

This Agreement shall be effective on the first day of January, 1996, and shall remain in full force and effect until the thirty-first day of December, 1997. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement.

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

FOR THE EMPLOYER:



Margaret Underwood, Chair
Board of Commissioners




Harold Barr, Sheriff


K. Ross Childs, County Administrator

FOR THE Union:

Joe Valenti, Business Representative



Robert Donick, Steward



Bruce Donaldson, Steward

Grand Traverse County Teamsters Sergeant Unit

for employees covered by the fair labor standards act
(Annual salary - based on 2088 hours - is for information only)

Grades H and I on the Classification Plan adopted by the Board of Commissioners January, 1991. New appointments shall come into the unit at Sergeant I for five years, then move to Sergeant II Step 5 for one year before moving to Step 6.

1996

2.28% increase over 1994-1995 Schedule

	Grade	Step 5	Step 6
Sergeant I	H	-----	\$16.88 (\$35,245)
Sergeant II	I	\$17.27 (\$36,059)	\$18.06 (\$37,709)

1997

2.725% increase over 1996

	Grade	Step 5	Step 6
Sergeant I	H	-----	\$17.34 (\$36,205)
Sergeant II	I	\$17.74 (\$37,041)	\$18.55 (\$38,732)

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