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CONTRACT

SHERIFF DEPARTMENT
GRATIOT COUNTY

AND

1990-91

FRATERNAL ORDER OF POLICE LABOR COUNCIL
(GRATIOT COUNTY)

Gratiot County

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 19 ____, between the Gratiot County Board of Commissioners, hereinafter referred to as the County, the Gratiot County Sheriff, and the State Lodge of Michigan, Fraternal Order of Police, Labor Council, Gratiot County Sheriff Department, hereinafter referred to as the Bargaining Unit.

I

PURPOSE AND INTENT

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

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

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

II

RECOGNITION

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the County recognizes the State Lodge

of Michigan, Fraternal Order of Police Labor Council as the exclusive bargaining representative for the Bargaining Unit for the purpose of collective bargaining and respective rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement, for all employees of the Gratiot County Sheriff's Department, with the following exceptions:

- A. Under-Sheriff
- B. Regular Part-time employees - those employed on a regular basis on an annual average of not more than 20 hours worked per 40 hour week.
- C. Temporary employees - those employed for a period not to exceed 90 days.

III

AID TO OTHER UNIONS

The County and the Sheriff will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Lodge.

IV

LODGE SECURITY

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

V

LODGE DUES

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

2. During the life of this agreement and in accordance with the terms of the form of Authorization for Check-Off of Dues form, hereafter set forth, the County agrees to deduct Bargaining Unit membership dues levied in accordance with the Constitution and By-Laws of Lodge 125 from the pay of each employee who executes or has executed the "Authorization for Check-Off Dues" form attached hereto and made a part hereof as Exhibit A.

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

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

5. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the Bargaining Unit. The Local Lodge will be notified by the employer of the names of the employees following the end of the month in which the termination took place.

VI

BARGAINING UNIT REPRESENTATION

1. Bargaining Unit representation shall be handled by a Bargaining

Committee, comprised of three unit members and alternates of the three members when necessary.

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

VII

STEWARDS

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

VIII

DISCIPLINE AND DISCHARGE

1. Rules: As hereinafter set forth, the Sheriff shall have the right at any time to adopt and put into effect, reasonable rules and regulations not in conflict with this agreement, and all employees shall be subject to such rules and regulations. In formulating such rules and regulations, the Sheriff shall submit the same to and consult with the Chief Steward before they are put into effect. Violation of any of the standard rules shall be considered a just cause for disciplinary action or discharge. Except for major offenses hereinafter set forth, violation of such rules shall not be the cause of suspension or discharge, but in the case of violation or unsatisfactory work or conduct, the Employee shall be given written notice and a copy shall be given to the Steward. This practice shall be diligently followed in order that the Employees may be adequately informed of the County's dissatisfaction with their work or conduct and be given opportunity to improve themselves. Three such notices in writing shall

be grounds for discharge. Provided, however, that each notice shall outlaw one year from the date it is given and after it is outlawed, shall not be used in determining any discharge. Provided, further, that no notice is necessary if a discharge is for dishonesty, reckless use of vehicles or weapons resulting in serious accident while on duty, insubordination, intoxication, conviction of any criminal offense punishable by over 90 days imprisonment, or neglect of duty under conditions of stress. These offenses are cited by way of illustration and are not to be all-inclusive.

2. All notices of discharge or suspension shall be in writing, set forth the grounds therefor, and be given to the Employee and to the Steward. If the disciplinary action is based upon a citizen's complaint, the name of the complainant shall be set forth.

3. The Sheriff shall make available to the person notified of a discharge, space on county premises to permit the employee to consult with the Bargaining Unit representative or legal counsel.

4. Suspension: The Sheriff shall have the right to suspend employees without pay for discipline or while awaiting criminal trial. During suspension, the Employee shall be taken off of the payroll, and he or she shall turn in all departmental equipment as specified by the Sheriff. In the event an Employee is exonerated of criminal charges causing the suspension, or in the event he is exonerated through the grievance procedure, he or she shall be reinstated and compensated for all back wages and benefits lost due to the suspension. The Sheriff shall make available to the person notified of suspension, space on county premises to permit the Employee to consult with the Bargaining Unit representative or legal counsel.

5. Inactivation: The Sheriff shall have the right to inactivate any Employee for a period not to exceed 30 days while he is conducting an investigation

on any matter pertaining to said Employee. During such inactivation, the Employee shall remain on the payroll and will retain all departmental equipment with the exception of the revolver, if it is needed in the investigation, in which case, it will be replaced with another revolver until the investigation is completed. Inactivation shall not be deemed to be a punishment. In the event the inactivation lasts longer than one week, the Employee shall be advised of the status of the investigation weekly.

6. Special Inactivation: If an Employee shoots and kills or injures a person while in the line of duty, that Employee may be, on said Employee's request, inactivated for a period of three days, except during periods of emergency.

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

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

IX

GRIEVANCE PROCEDURE

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

within 5 days.

2. Upon delivery of the Sheriff's answer, if that answer does not resolve the grievance, the Sheriff or his designee will meet immediately with the grievant and the Steward to try to resolve the grievance. If the grievance is not resolved in such meeting, the Sheriff shall have five days in which to give a written answer. Either side may have outside representation at this meeting.

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

4. If the grievance is not resolved in Step 2 or 3, either party wishing to go to arbitration shall give written notice of such intention within 10 days of the last conference or the last answer of the Sheriff. Within said ten days the party seeking arbitration shall apply for a panel of possible arbitrators from the Employment Relations Commission and the parties shall mutually choose an arbitrator from said panel. If no such choice is made within 10 days of receipt of the panel, the choice shall be made as directed by the Employment Relations Commission. Settlements achieved within said 10 days shall be valid and binding.

5. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Bargaining Unit and its members, the employee or the employees involved, and the County. The arbitrator shall make his judgment based on express terms of this agreement and shall have no authority to add to or subtract from any of the terms of this agreement. Expenses for the arbitrator shall be shared equally by Employer and the Bargaining Unit.

6. Saturday, Sunday and holidays will be excluded from the time limits

within the grievance procedure.

X

COMPUTATION OF BACK WAGES

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

XI

SENIORITY

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

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

3. The Lodge shall represent probationary employees for the purpose of collective bargaining in respect to rate of pay, hours of employment and other conditions of employment.

XII

SENIORITY LIST

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

2. The seniority list on the date of this agreement shall show the names and job titles of all employees of the unit entitled to seniority.

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

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

XIII

LOSS OF SENIORITY

1. An employee shall lose his or her seniority for the following reasons:
 - A. An employee quits.
 - B. An employee is discharged.
 - C. An employee does not return to work when recalled from layoff, vacation, sick leave, or any other excused absence.
 - D. An employee is absent without notifying the Sheriff for three consecutive days.
 - E. An employee is laid off for a continuous period of two years.

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

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

XIV

SENIORITY OF STEWARDS

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

XV

PHYSICAL EXAMINATION

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

XVI

BOND

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

XVII

DEPUTIES PROHIBITED TO DO DUTY FOR ANOTHER SECURITY UNIT

No employee covered by this agreement shall work for another Security Unit or another Law Enforcement Agency without oral or written consent of the Sheriff.

XVIII

DISCRIMINATION

1. All parties agree not to discriminate against any employee because of race, creed, color, sex, marital status, national origin or political or religious beliefs.
2. Any pronoun used in this agreement to identify an individual shall be

applicable either to the male or female sex.

XIX

NOTIFICATION OF LAY-OFF

1. The word "Lay-off" means a reduction in the work force.
2. If it becomes necessary for a lay-off, the following procedure will be mandatory:

Temporary and part-time employees, except part-time cooks, doing Bargaining Unit work, first. Then probationary employees will be laid off on a department-wide basis. Seniority employees will be laid off according to seniority as defined in Article XI of this Agreement, provided they can perform the work.

3. Employees to be laid off will receive at least fourteen (14) calendar days notice of lay-off. The Chief Steward will receive a list from the County, through the Sheriff, to be laid off on the same day the notices are issued to the employees.
4. Employees laid off shall be recalled in reverse order, that is, those laid off first will be called back last.

XX

TRANSFERS

If an employee is transferred within the Department but out of the Bargaining Unit, he shall accumulate seniority for one year from the time he left the Bargaining Unit, to be available only if and when he or she returns to the Bargaining Unit. Employees transferred under the above circumstances will retain all rights accrued prior to transferring out of the unit in any benefits provided in this agreement if and when he or she returns to the Bargaining Unit.

XXI

JOB POSTINGS AND PROMOTIONAL PROCEDURE

1. All open jobs or newly-created positions within the Bargaining Unit

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

2. It is agreed that the Sheriff may, in his discretion, open positions of Detective, Sergeant, or Jail Administrator. Posting shall be for the same 14 day period as set forth above, setting forth the minimum requirements for the position and providing for a written promotion procedure. Notices will be placed in a conspicuous position within the Sheriff's Department. Employees who qualify shall apply during the 14 day period and shall participate in a written promotion procedure which the Sheriff shall establish along with guidelines of scoring on written examination, seniority and personal evaluation.

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

4. In promotions to position above that of certified deputy, it is required that any applicant shall have had a minimum of three years seniority from the last date

of hire within the classification of certified deputy within the Gratiot County Sheriff Department.

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

- A. Three (3) years seniority as a certified deputy from the last date of hire within the Gratiot County Sheriff's Department; or,
- B. Three (3) years seniority as a correction officer or corrections officer/dispatcher from the last date of hire in the classification of corrections officer/dispatcher within the Gratiot County Sheriff's Department.

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

XXII

RIGHTS OF THE SHERIFF

The Sheriff has the right to hire, fire, release, discipline for just cause, promote, and otherwise direct the duties of the Sheriff's Department and the employees, including making work rules as herein provided, and enforcing them, and determining the optimum manpower in the department, this being the sole prerogative of the Sheriff as long as it is not in conflict with this agreement, subject to the Bargaining Unit's right to the grievance procedure.

XXIII

LEAVES OF ABSENCE

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

1. Maternity Leave: The employer shall grant non-paid maternity leave

to a regular full time employee who is pregnant who has at least one year of uninterrupted service immediately prior to the request for maternity leave.

- A. Notification: The employee must notify the Sheriff or his designee of her pregnancy as soon as medical confirmation of the pregnancy is received. This notice shall include the estimated date of delivery.
 - 1. Each month of pregnancy, starting with the beginning of her fourth month, the pregnant employee must supply the employer with a statement from her physician that she can continue her duties as a Sheriff's Department employee for another month.
 - 2. The pregnant employee shall not be allowed to continue her county employment without the submission of this statement. Failure to submit this monthly statement may be cause for suspension and, in such cases, maternity leave will commence immediately.
- B. Application: The employee shall submit a written request to the employer at least two weeks prior to commencement of leave, except in case of emergency where a leave may commence immediately.
- C. Return: An employee will not be allowed to return to work after the maternity leave period until she has supplied the employer with a statement from her physician that she is physically and medically able to return to her duties as a Sheriff's Department employee.

1. An employee failing to return to work at the end of two months period following delivery of the child and without an authorized extension, will be separated from County employment.

D. Fringe benefits:

1. All insurance benefits shall be maintained and paid by the employer during the approved maternity leave.
2. Sick leave days will not accrue during maternity leave. But days previously accumulated may be used at the employee's option and on written request.
3. Accumulated vacation days may be used at the employee's option but shall not accrue during maternity leave. Written request must be made to utilize accumulated vacation days.

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

F. Return to employment: The employee will be placed in the first available vacancy for which she is qualified on the termination of her maternity leave. The employer will make every effort to return the employee to her original position, including the displacement of temporary employees. The employee may exercise her seniority rights, under the provisions of this contract, at the time of her return. All state and Federal statutes shall be applicable within such cases, anything in this contract to the contrary notwithstanding.

2. Administrative Leave: One member of the Bargaining Unit, always an

employee, elected by Lodge 125 of the FOP, to attend a function of the National Lodge and/or State Lodge of Michigan, such as conventions or education conferences, shall be allowed time off not to exceed four days in even years, and not to exceed 10 days in odd years, with one-half of the daily wage paid by the Employer. Provided, however, that the Sheriff shall be given a written notice two weeks prior to the time of such leave of absence.

3. Accumulated Sick Leave: All members covered by this Agreement shall accumulate one day per month sick leave not to exceed 12 days per year with pay, with a total accumulation of 90 days. An employee on sick leave shall be deemed to be on continued employment for the purpose of continuing all benefits of this agreement. In the event of extended illness, an employee shall first use all accumulated sick leave and thereafter shall use all accumulated vacation time.

A. Pay for accumulated sick leave shall discontinue when the employee has accumulated 90 days of unused sick leave. Thereafter an employee shall accumulate at the same rate, 12 days per year but accumulated unused sick leave above 90 days shall be paid by payment of 50% of said accumulated sick leave above 90 days at the employee's straight time rate in the second pay period in December of each year for all accumulated unused sick leave above 90 days as of November 30 of that year. Such payment shall be in lieu of paid time off for sick leave. In the event of severance of the employee due either to retirement or death, the County will pay to the employee or his estate, a sum of money equal to the total of accumulated unused sick leave up to 90 days and one half of accumulated sick leave above 90 days which was earned by the employee up to the

date of retirement or death which was not paid prior to retirement or death. In the event of severance other than retirement or death but under honorable conditions, the County shall pay the employee a sum of money equal to one half of accumulated, unused, sick leave whether before or after accumulations of 90 days.

4. Sick Leave:

A. In order for an employee to be entitled to use sick leave, he or she must notify his or her immediate supervisor or dispatcher at least two hours prior to the start of his or her shift.* Upon returning from sick leave, an employee may be required to give written notice on a form provided by the employer as to the reasons for his or her sick leave. Fraud or misrepresentation on such written form shall be grounds for disciplinary action. An employee absent for three days or more may be required to present a doctor's report on the cause and justification of his or her absence.

* Provided, however, that only an hours notice will be required on the day shift.

B. All employees injured on the job may apply prorated sick pay time as to the difference between regular pay and that amount received from Workmen's Compensation, to the extent of his or her unused sick leave.

C. If any employee becomes ill (unrelated to his or her work) to a point that he or she cannot perform his or her work, he or she may, after using all sick and vacation time, request up to a one year's leave of absence without pay; provided, however, the leave

is substantiated by a doctor's certificate. If the illness of a member of his or her immediate family makes it impossible for the employee to work, such leave may be granted at the Sheriff's discretion on showing of medical proof. Such leaves may be extended beyond one year at the discretion of the Sheriff.

5. Military Leave: Any seniority employee who has entered the military service while covered by this agreement will be granted a leave of absence as provided by law, and will not lose his or her seniority during such service. If he or she does not return to the employment of the Sheriff's Department covered by this agreement within three months after his or her date of release from the Military service, he or she shall be considered terminated.

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

7. Personal Leave: Each employee shall have three personal leave days with pay each year of this contract. Said personal leave shall not be used to extend any vacation or holiday and shall be given on 24 hours notice provided such leave does not hinder the operation of the department in times of emergency or other crises. Provided, further, only one (1) Bargaining Unit employee per classification shall be entitled to take a personal leave day on any one day. Any additional personal leave

days may be granted only with the Sheriff's approval.

8. Educational Leaves: An employee may be granted up to one year leave without pay, for educational purposes to further the employee's career in law enforcement.

XXIV

WORKING HOURS

1. The Department shall operate on an eight-hour day and an 80-hour pay period. All hours worked over eight hours in a day and 80 hours in a pay period, shall be paid to the employee at one and one-half times his regular rate of pay, provided, however, that hours worked in excess of 80 hours in one pay period, as a result of normal shift change (swing-shift) shall be paid at the regular rate of pay.

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

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

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

5. The department shall maintain an overtime seniority list. Overtime shall be distributed on the basis of highest seniority with lowest overtime worked.

Only overtime worked shall be charged.

6. Employees who work overtime may take compensatory time off, one and one-half hour off for each hour of overtime worked, in lieu of overtime pay. Before the employee goes on overtime, he shall advise the supervisor whether he wishes to apply the overtime to be worked toward compensatory time off. Compensatory time off in lieu of overtime pay may be accumulated to a total of no more than 24 hours for each calendar quarter. The Sheriff shall approve requested compensatory time off.

⑦ In the event of a change in work schedule, the employees affected shall receive 10 days notice of such change before it is put into effect.

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

9. Shift Preference: - The Sheriff shall cause to be posted on the Bulletin Board on or before April 1 and October 1 of each year a notice directing the employees to select the shift on which they would prefer to work until the next posting period. The employees shall have through the 14th day of April or October in which to set forth their individual shift preference. The Sheriff shall cause the shift schedule to be prepared by which shift preference will be honored in accordance with seniority as shown on the last posted seniority list and the same shall be posted on or before the first of May and the first of November respectively and this shall be the shift schedule for all employees. Thereafter no changes shall be made except by mutual agreement between the parties involved in the change. Provided, however, that in event of unusual demands upon the department such as unusual storms or floods, fires or other acts of nature, or unusual crowds caused by visiting dignitaries or entertainment

or dislocations caused by strikes, lockouts or any other unusual disturbances requiring more than the usual amount of work, the Sheriff shall have the right to make such changes as he deems necessary under the circumstances. Provided always that the provisions for overtime pay set forth in this contract shall not be nullified by such occasions.

XXV

VACATIONS

1. Vacation Eligibility: An employee will earn credits toward vacation with pay in accordance to the following schedule:

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

2. Vacation Period:

- A. The Sheriff shall post a notice on the Bulletin Board asking for employees to indicate their individual preferences as to when they will take their usual vacations. These notices will remain on the Bulletin Board between April 15 and April 30, inclusive, and October 15 and October 30, inclusive. The notice shall be in such form as to permit employees to place their names and the dates between which they want to take their vacations (i.e., May 1 through May 15). The vacations for the respective periods shall be granted to the employee with the highest seniority as determined by the most recent seniority list. The notice shall provide a space for second choice and the Sheriff shall award vacation dates or alternate dates as closely as possible to the

wishes of the employees so long as the period sought does not interfere with the operations of the department. The Sheriff shall post the vacation list as so determined on the same Bulletin Board within 5 days after expiration of the posting period. The list so posted shall commence on May 1 and November 1 of each calendar year.

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

3. Pay Advance

- A. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation, provided the employee gives the employer two weeks' advance notice that he desires to receive that check in advance, in writing.
- B. If an employee is laid off or retires or severs his employment, he will receive an unused vacation credit, including that accrued in the calendar year. If an employee should die while in the employment of the County, any accumulated vacation pay which has not been used shall be paid to his designee, and in the event there is no designee, to his estate.

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

XXVI

LIFE AND HOSPITALIZATION INSURANCE

1. The County will pay the premium for a \$15,000 Term Life Insurance Policy for each employee. A False Arrest Policy as prescribed by the National Sheriff's Association for each full-time employee will be provided immediately.

2. The County shall contribute 100% of the monthly premium of hospital, medical and surgical insurance and prescription drug rider, \$3.00 co-pay, under the Blue Cross MVI Master Medical 80% Option Three, or the substantial equivalent thereof. Enrollment shall become effective as soon after date of hiring as Blue Cross-Blue Shield or another company chosen by the employer under the provisions hereof will accept the employee. Should the cost of the program of insurance provided by this paragraph 2 increase to a point where the new cost exceeds the cost as of September, 1989 by 20% or more, then on notice from the Sheriff to the Union, the subject matter

of this paragraph 2 shall be reopened and new negotiations begun between the parties as to how to manage the extra costs. The County shall maintain the program in effect in September, 1989 while negotiations are pursued but not beyond 30 days. After 30 days if no agreement is reached the County shall obtain such insurance as can be purchased for the cost as existed in September 1989. The County agrees, however, to pursue such new or changed or modified insurance as will provide the employees with the benefits existing in September, 1989 without any additional cost to the employees for the duration of this contract. If it does not succeed in this endeavor, the subject matter of this paragraph 2 shall be reopened as set forth above.

3. The employer shall provide, as soon as possible, the Phoenix Insurance Company Dental Plan as proposed by brochure dated January 19, 1988, a copy of which is attached hereto. Provided, however, that if the cost of said dental plan increases by more than 15% as of January 1, 1990, the Bargaining Unit agrees to pay one-half of said increase commencing in the second year of the contract and continuing until the end of the contract term or any extension thereof. If a new carrier is chosen by the employer, the plan shall provide substantially the same benefits as are now provided, and shall be subject to approval by the Bargaining Unit.

4. Hospitalization - 19 Year Olds: Children who are dependants of the employee but who are 19 years old or older so long as they are dependant and living with the employee or attending school away from the home but still dependant and who are deemed qualified dependants by the Hospitalization Insurance Company insuring the program shall be carried within the hospitalization insurance program. Provided, that to make said dependant eligible, the employee shall annually file an affidavit with the employer setting forth as facts the conditions required by the insurer to cover the dependant.

XXVII

RETIREMENT

All employees will be covered by the Retirement System adopted by Gratiot County for the Sheriff's Department, which is MERS C2 with a B(1) Base and F55 provision under Act 135 of 1945 and a copy of which is to be had at the office of the County Clerk. Commencing January 1, 1990, the employer shall pay the full cost of said program, relieving the employees of the payment of 5% of their pay as heretofore provided

XXVIII

UNIFORMS

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

- three short sleeve shirts
- 1 long sleeve shirt
- 3 pair pants
- 1 pair boots or oxfords
- 1 shirt badge
- 1 I.D. case with I.D. card
- 1 pant belt
- 1 cap
- 1 cap badge, if type of hat calls for a badge
- 1 pair of gloves
- 1 all season coat

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

- 1 cap, saucer type
- 1 nat, fur type
- 1 combination all-purpose coat
- 1 International orange raincoat
- 3 winter shirts
- 3 summer shirts
- 3 ties
- 1 gun belt
- 1 pants belt
- 1 pair handcuffs and handcuff case
- 1 double bullet pouch
- 1 leather bolster
- 1 service revolver (.38 cal or comparable)
- 3 pairs trousers
- 1 pair boot type shoes
- 3 badges
- 1 I. D. case
- 1 pair gloves
- 1 bullet resistant vest

3. The County shall furnish the following for all Detectives:
one (1) badge and/or identification certificate
\$350.00 clothing allowance

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

XXIX

GENERAL

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

2. Safety: The County shall make reasonable provisions for the safety of its employees during the hours of their employment and shall provide all safety devices and equipment which the County may require employees to use during such working hours. A joint safety committee shall be formed. The committee will consist of four members, namely the law enforcement committee chairman, the Sheriff or his representative, one road patrol deputy and one Corrections Officer elected by the bargaining unit. The Committee shall meet to discuss and recommend solutions to safety issues relating to the Sheriff's Department. Meetings may be called at the request of any one of the Committee members, to be held at a mutually agreeable time and place.

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

4. Employer will furnish file cabinets with locks in the license bureau.

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

6. During hours of darkness all road patrols shall be manned by two deputies.

7. Inmate Transportation: Whenever it is necessary to transport mentally ill persons or potentially dangerous persons to or from any state hospital or correctional

institutional or other jail facility, two Gratiot County deputies shall be assigned to the task. In other cases, one shall be sufficient. First choice of assignment shall be to the road and corrections personnel. If all the above refuse, then the management shall order personnel of its choice to perform the transport task.

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

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

9. Legal Counsel: Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by an employee in the performance of his or her duties and while in the course of his or her employment and while acting within the scope of his or her authority and duty, the employer shall furnish and pay for the services of an attorney to advise the employee as to the claim, to appear for and to represent the employee in the action, provided exempt from application of this provision is any conduct or action of the employee who is under the influence of intoxicants or drugs.

10. The employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his or her employment and while acting within the scope of his authority. The employer shall indemnify the officer, pay, settle or compromise the judgment; provided that exempt from application

of this provision is any conduct or action of any employee who is under the influence of intoxicants or drugs. The employer shall make the selection of the attorney or attorneys to represent the employee in any particular matter after consultation with the employee. Provided, however, that any attorney which is employed by any insurer who insures the County against such actions shall be deemed to be satisfactory to both parties.

XXX

COMPENSATION

1. The Compensation Plan of the County of Gratiot effective January 1, 1990, shown as Exhibit A, is hereby adopted by this Agreement and shall be operative through December 31, 1991.

2. A three-step longevity plan, effective January 1, 1985, is part of this Agreement, as reproduced herein and shown:

For three years of service, 2½%

For seven years of service, 5%

For ten years of service, 7½%

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

New Year's Day, Jan 1

Columbus Day, Oct. 12

Lincoln's Birthday, Feb. 12

Veterans' Day, Nov. 11

Washington's Birthday, Feb. 22

Memorial Day, May 30

Independence Day, July 4

Labor Day, 1st Mon. in Sept.

Thanksgiving Day, 4th Thurs.
in November

½ day before Christmas, Dec.
24

Christmas Day, Dec. 25

State and National General
Election Days

4. Employees will be paid the total of the above holidays on the first pay period of December for all of the holidays which had accrued during the year.

5. If an employee had not worked the day before or the day after the holiday, because he was excused by reason of sick leave, personal leave or vacation, he shall still be entitled to holiday pay for that holiday.

6. If an employee works on a holiday or half-holiday, the employee shall be compensated at two (2) times his base rate of pay for that day.

7. All employees who are required to carry firearms shall be issued the following amount of ammunition:

Target ammo - 50 rounds monthly, provided the empty brass is returned to the Sheriff's Department.

Service Ammo - 18 rounds to be supplied upon hiring, and changed annually.

XXXI

SAVING CLAUSE

Should any part herein or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a Court of competent jurisdiction, such part or portion of this Agreement

which is invalidated as aforesaid, shall be subject to immediate negotiation.

XXXII

SUCCESSOR'S CLAUSE

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

XXXIII

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. on December 31, 1991.

1. Either party wishing to negotiate a new contract beyond December 31, 1991, shall give notice to the other party no less than 120 days prior to July 1, 1991, negotiations to commence no later than July 1, 1991 and concluded by October 1, 1991, if possible. If no such notice is given, this contract shall continue in effect from year to year thereafter subject to notice of termination by either party at least 120 days prior to December 31 or any year after the years hereinabove set forth.

2. Such notice of termination in any case shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Lodge, to the Fraternal Order of Police Labor Council, and if to the employer, to such address as the Lodge or the Employer may make available to each other. During any negotiations of any future contracts, all the benefits herein contained shall remain in effect.

Executed this 3rd day of April, 19 90, by the under-
signed, on behalf of their respective principals.

FOR LODGE

Jimmy D. Carter

Marshall Chase

Mark Duffalo

Roger D. Goodman

FOR COUNTY

Bennett V. Davis, chairman

Walter S. Jenkins

Jack L. Langan

copy

	4%	01/01/91	HOURLY
SGT./JAIL ADMINISTRATOR	24,548.	START	= 11.8019
	26,552.	6 MONTHS	= 12.7653
DEP. CERTIFIED	23,379.	START	= 11.2399
	24,525.	1 YR.	= 11.7908
	24,905.	2 YR.	= 11.9735
	25,288.	3 YR.	= 12.1576
CORR. OFFICER/DISPATCH	22,755.	START	= 10.9399
	23,901.	1 YR.	= 11.4908
	24,281.	2 YR.	= 11.6735
	24,664.	3 YR.	= 11.8576
POLICE CLERK/	17,219.	START	= 8.2783
CHIEF LICENSE EXAMINER	17,602.	1 YR.	= 8.4625
	18,017.	2 YR.	= 8.6620
	18,433.	3 YR.	= 8.8620
LICENSE EXAMINER	16,021.	START	= 7.7024
	16,503.	CERTIFICATION	= 7.9341
	16,854.	1 YR.	= 8.1028
	17,218.	2 YR.	= 8.2778
	17,599.	3 YR.	= 8.4610
FOOD SERVICE MANAGER	19,189.		= 9.2254

1-1-1990 SAME WAGE AS PRESENT

January 19, 1990

Mr. Jerry Caster
Labor Council
Michigan Fraternal Order of Police
6735 Telegraph Road, Ste. 395
Birmingham, MI 48010

Re: Gratiot County Sheriff's Dept.

Dear Mr. Caster:

I am enclosing herewith the proposed contract intended to commence in 1990. It is the intention of the employer - Gratiot County - if you agree, to abide by this contract in accordance with its terms.

It is to be agreed and understood that the matter of hospitalization insurance for retirees was not agreed upon and that it is the intention of the the parties to continue negotiations with respect to the matter of insurance as the only remaining unresolved issue and that regardless of the outcome of such negotiations, the rest of the contract is completed and upon signing shall be in full force and effect. If agreement is reached on the unresolved issue of hospitalization insurance, it shall be a part of the contract and controlled by the contract as to the term of its operation except for retroactivity, which shall also be negotiable.

This is proposed by the County in order to avert the problems of operating without a contract and in an effort to maintain good, fair and equitable labor relationships.

It is the intention of the County to continue to comply with the past practice heretofore utilized with retirees presently receiving the benefits which were never a part of the written contract between the union and the employer in any event as it was never the employer's intention to terminate those retirees who are presently receiving the benefits but this shall be without prejudice to the employer's position that the employer has contended that it must discontinue this past practice out of a sense of fiscal responsibility. It has been the position of the employer that it had made this clear at the time the proposed contract was agreed upon but the employer acknowledges that the union has

informed the employer that it never understood the employer proposed to terminate all such benefits when the union member reaches 65 or qualifies for medicare benefits, whichever occurs first.

WITNESSES:

FOR THE EMPLOYER:

Alfred J. Sutton, Attorney
Jacob L. Langston

FOR THE FOP

Marshall D. Chase

Jim D. Carter
Mark McPherson

P.S. Please note that we have made the changes suggested in your letter of October 31, 1989.