

AGREEMENT
BETWEEN
THE BOARD OF COMMISSIONERS AND THE SHERIFF
OF
GRAND TRAVERSE COUNTY
AND
TEAMSTERS LOCAL 214
LIEUTENANTS AND CAPTAINS UNIT

For January 1, 2005, through December 31, 2007

Amendments to Contract:

Agreement	Changed to "this date"	XVII Article Name Updated	
	Changed Unit Name	17.1 Sick Day Accrual	Removed
Preamble	Changed Unit Name	17.2 Claim for Pay	Removed
2.1 Mgt. Rights	Re-worded section	-Renumbered remaining paragraphs-	
3.3 Checkoff	Removed deduction form	(New 17.1)	Section re-named
4.1 Representation	Change Council to Steward	(New 17.2)	Sick Banks Eligibility
6.1 Grievances	Discuss first with Supervisor	17.3	Removed Original - Language incorp. into 17.2
Step II	Changed to 5 working days	(New 17.3)	Conversion to Vacation
Step III	Notify H.R. Director	17.4 Payout/Unused Sick Lv.	Removed
6.2 Final/Binding	(a) "grievance process"	17.6 Notification	Removed
	(d) "business agent"	18.2 Supplemental Pay	Clarify "difference in net pay"
	(f) subject to discipl. action statute	18.4 Medical Discharge	Re-worded section
6.3 Strikes	(Removed)	19.3 Insurance	Updated to current
6.4 Extension	(Removed)	19.5 Short Term Disability	Removed Cap
7.1 Arbitration	Changed to 30 days	20.1 Clothing Allowance	Increased to \$750
8.2 Opportunity	Changed to "will" designate	21.4 Defective Equip.	Clarification
8.4 Criminal Charge	Re-worded section	21.12 Computing Salary	Clarify for 27 pays
9.1 Seniority	Re-worded paragraph (a)	21.16 Jewelry	"is" exempt
9.4 (Removed) - Language	Language incorporated into 12.1	21.17 Equip. provided by Employer	
11.1 Gen. Provisions	Add "unless otherwise noted"	21.18 Phys. Maint. Program	Prog. procedure update
11.5 Educ. Leave	Add "career w/the County"	21.19 New Section	Staff/Command Stipend
11.7 Bereavement	(b) base <u>wage</u>	XXIII Termination	Term is a 3-yr contract
12.1 Gen. Provisions	"Bargaining unit"		
	(g) new position/orientation		
	Added (h) and (i)		
13.1 Longevity	Eliminate for new hires	Wages	
15.1 Holiday	Add New Years Eve	2005	3.0%
16.1 Vacation	Add 2 days for 10-15 yrs	2006	2.25% Prescription Co-pays to \$10/\$40
16.10 Personal Days	(Paragraph removed)	2007	2.25%

K:\hr\contract\teamcommand\teamcommand2005K

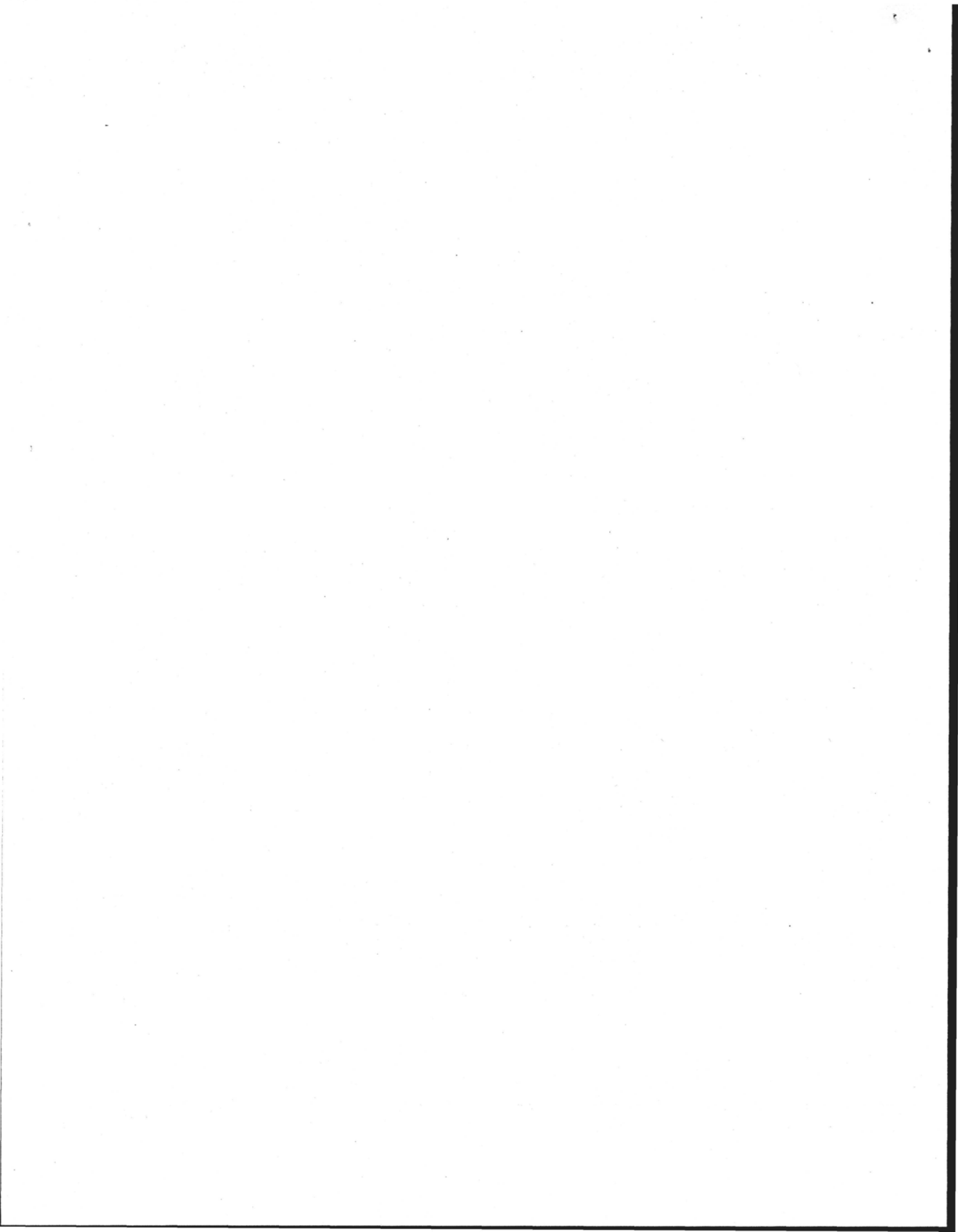


TABLE OF CONTENTS

ARTICLE NUMBER Section Number	ARTICLE NAME Section Name	PAGE
	AGREEMENT	1
	PREAMBLE	1
I	RECOGNITION	1
1.1	Collective Bargaining Unit	
II	MANAGEMENT RIGHTS	2
2.1	Employer's Right to Manage its Affairs	
III	UNION SECURITY	2
3.1	Agency Shop	
3.2	Union Membership	
3.3	Checkoff	
IV	REPRESENTATION	3
4.1	Steward	
4.2	Representation at Bargaining	
4.3	Notification to Employer	
V	CONFERENCES	4
5.1	Special Conferences	
VI	GRIEVANCES	4
6.1	Grievances	
6.2	Final and Binding	5
6.3	Strikes and Walkouts	6
VII	ARBITRATION	6
7.1	Arbitration	
7.2	Obligation of the Arbitrator	
7.3	No Appeal	
VIII	DISCIPLINE AND DISCHARGE	7
8.1	Just Cause	
8.2	Opportunity to Review Discharge	
8.3	Record of Minor Offenses	
8.4	Criminal Charge	
8.5	Polygraph	
8.6	Initial Step for Discharge or Disciplinary Layoff	
8.7	Arbitration for Discharge or Layoff	

IX	SENIORITY	8
9.1	Seniority Definition	
9.2	Seniority List	
9.3	Loss of Seniority	
X	LAYOFF AND RECALL	9
10.1	Layoff	
10.2	Requirement for Taking Recall	10
10.3	Recall	
10.4	Seniority if Promoted Outside Unit	
XI	LEAVES OF ABSENCE	10
11.1	General Provisions	
11.2	Military Reserves	11
11.3	Pay for Jury Duty	12
11.4	Union Leave	
11.5	Educational Leave	
11.6	Parental Leave	
11.7	Bereavement Leave/Pay	
XII	PROMOTIONS	13
12.1	General Provisions	
XIII	LONGEVITY COMPENSATION	14
13.1	Longevity Provisions	
XIV	HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE	15
14.1	Schedule	
14.2	Managerial	16
14.3	Bargaining Unit Work	
XV	HOLIDAY PAY	16
15.1	Paid Holidays	
15.2	Holidays During Vacation	
15.3	Holidays Falling on Weekend	
15.4	Snow Day Procedures	
15.5	Floating Holiday	
XVI	VACATION	17
16.1	Vacation Eligibility and Schedule	
16.2	Carryover	
16.3	Vacation Pay Rate	
16.4	Sick While on Vacation	
16.5	Court Appearance While on Vacation	

16.6	Pay for Waiving Vacation	17
16.7	Scheduling Vacations	
16.8	Payout Upon Termination	
16.9	Scheduling with Regular Pass Days	
XVII	LEAVE FOR PERSONAL REASONS OR SICKNESS	18
17.1	Personal Leave	
17.2	Sick Banks Eligibility	19
17.3	Conversion to Vacation	
XVIII	WORKERS' COMPENSATION	19
18.1	Coverage	
18.2	Supplemental Pay	
18.3	Medical Release	
18.4	Medical Discharge	
XIX	INSURANCE AND PENSION	20
19.1	Life and AD&D	
19.2	Pension	
19.3	Health, Vision and Dental	
19.4	EAP	21
19.5	Short Term Disability	
XX	CLOTHING ALLOWANCE	21
20.1	Allowance	
20.2	Dry Cleaning	
XXI	GENERAL	22
21.1	Union Visits to Workplace	
21.2	Training Schools	
21.3	Mileage	
21.4	Defective Equipment	
21.5	Report of Accident	
21.6	Professional Liability Coverage	23
21.7	Bulletin Board	
21.8	Rest Period	
21.9	Furnished Equipment	
21.10	Bonding	
21.11	Hours for Compensation of Benefits	
21.12	Computing Salary	
21.13	Union Examination of Records	
21.14	Rules, Regulations, Policies and Procedures	24
21.15	Tuition Reimbursement	
21.16	Damage to Personal Property	
21.17	Conditions of Employment	

21.18	Physical Maintenance Program	24
21.19	Stipend for Staff & Command Training	
XXII	SAVINGS CLAUSE & OTHER AGREEMENTS	25
22.1	Invalidation of Article or Section	
22.2	Employer Shall Not Enter Other Agreements	
XXIII	TERMINATION	26
	SALARY SCHEDULE	27

AGREEMENT

This Agreement entered into this date 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 State, County & Municipal Workers Local 214, 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 Teamsters State, County & Municipal Workers 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 LIEUTENANTS, CAPTAINS AND ABOVE OF THE GRAND TRAVERSE COUNTY SHERIFF'S DEPARTMENT, BUT EXCLUDING THE SHERIFF AND UNDERSHERIFF.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1 Employer's Right to Manage its Affairs 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.

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 Section 1.0, 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 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, not 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 Employer a proper checkoff authorization form shall be used exclusively and shall be supplied by the Union.

- b) 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.
- c) Deductions for dues, 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.
- d) 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.
- e) The Union shall notify the Employer in writing of the proper amount of dues, and any subsequent changes in such amounts.
- f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
- 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

ARTICLE IV **REPRESENTATION**

Section 4.1 Steward The Employer agrees to recognize one (1) Steward and one (1) Alternate Steward with one (1) or more years of service, selected by the Union. The duties of the Steward shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure.

Section 4.2 Representation at Bargaining The Union in contract negotiations may be represented by two (2) employees from the bargaining unit.

Section 4.3 Notification to Employer The Union will furnish the Employer with the name of its authorized Steward and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as the authority of the individual representative 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, Steward and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

ARTICLE VI **GRIEVANCES**

Section 6.1 Grievances A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Any employee having a complaint shall first take up the matter with his/her immediate supervisor.

Step 1: All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 2: Failing to resolve the issue in the first step, the Steward shall within five (5) working days of receipt of the supervisor's disposition, take up the matter with the Sheriff or his/her designated representative. The Sheriff or his/her designated representative shall

within five (5) working days or receipt of the grievance, record his/her disposition on all copies of the grievance form and return two (2) copies to the Steward. If the matter is not satisfactorily settled or adjusted in this stage, the Steward shall then forward the matter to the Union who shall then process the grievance to the next step.

Step 3: Failing to resolve the issue in the second step the Union shall within five (5) working days of the Sheriff's disposition contact the Human Resources Director or his/her designee 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 County 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 within ten (10) days as hereinafter provided for in this Agreement.

Section 6.2 Final and Binding

- a) Any and all grievances resolved at any step of the grievance process 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) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps unless a time limit is mutually extended. 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.
- 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 Business Agent will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.
- e) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received, from any source during the period in question.

- f) The County 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 supervisory to leave his/her work station 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 shall be subject to disciplinary action.
- g) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- h) The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, 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.

Section 6.3 Strikes and Walkouts Any employee who violates a State Statute regarding strikes and walkouts shall be subject to disciplinary action, up to and including discharge.

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 thirty (30) 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.

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 Obligation of the Arbitrator 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/her 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 No Appeal 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.

ARTICLE VIII **DISCIPLINE AND DISCHARGE**

Section 8.1 Just Cause 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. Discharge must be by proper written notice to the employee and the Union, citing specific charges against such employee.

Section 8.2 Opportunity to Review Discharge The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Steward and the Employer will designate an area where he/she may do so before he/she 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 Record of Minor Offenses An employee who maintains an offense free record for a period of one (1) year shall have all prior minor offenses removed from his/her record for purposes of subsequent disciplinary action.

Section 8.4 Criminal Charge An employee in this unit will not be suspended without pay during a criminal investigation without due process or unless there has been a warrant issued.

Section 8.5 Polygraph No employee will be required to take a polygraph test and such refusal will not be used against him/her.

Section 8.6 Initial Step for Discharge or Disciplinary Layoff 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 five (5) working days from the date the discipline was imposed on the grieving employee.

Section 8.7 Arbitration for Discharge or Layoff In the case of discharge or disciplinary layoff without pay, the employee will be given the right to expedited arbitration.

ARTICLE IX
SENIORITY

Section 9.1 Seniority Definition 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 shall serve a probationary period of one (1) year, uninterrupted by any type of service break. 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.
- b) The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be demoted at any time by the Employer in its sole discretion and neither the employee so demoted nor the Union shall have recourse to the grievance procedure over such demotion.
- c) 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 his/her probationary period of employment, he/she shall become a regular full-time or regular part-time employee. His/her seniority shall start as hereinbefore provided.

Section 9.2 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 9.3 Loss of Seniority An employee's seniority with the Employer shall terminate for the following reasons:

- a) He/she resigns. (When an employee expects to terminate employment with the County, the Sheriff shall be notified in writing by the employee at least two (2) weeks prior to his/her proposed termination date. The Sheriff shall not terminate such employment except for other cause prior to the end of the two (2) week period.)
- b) He/she retires.
- c) He/she is discharged or terminated and the action is not reversed through the

grievance procedure.

- d) He/she is absent for four (4) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This Section is not to be construed in limiting the Sheriff's right to issue discipline for any unjustified absence.
- e) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.

ARTICLE X **LAYOFF AND RECALL**

Section 10.1 Layoff

- a) The word "layoff" means a reduction in the working force due to the decrease of work or limitation in funds, beyond the control of the Employer. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available.
 - 1. Probationary employees;
 - 2. Remaining seniority employees within the classification affected shall then be laid off, in the order of their seniority.
- b) When employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.
- c) Demotion in Lieu of Layoff. An employee subject to layoff who so requests shall, in lieu of layoff, be demoted by seniority to a lower position in the department, provided, however, that he/she is able to perform the required duties of that classification. Demotion shall be through classes in which the employee previously held regular status, provided that an employee serving a probationary period shall not displace a regular employee in a class in which he/she has not previously held regular status. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.
- d) Employees to be laid off for an indefinite period of time will have at least (10) working days notice or 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 10.2 Requirement for taking Recall A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 10.3 Recall

- a) 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.
- b) 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 of his/her employment shall be terminated, unless an extension is granted by the Employer.
- c) 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, unless an employee 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.

Section 10.4 Seniority if Promoted Outside Unit An employee in a classification subject to the jurisdiction of the Union, who had been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he/she held at the time of his/her promotion, and he/she shall maintain the seniority rank he/she had at the time of his/her promotion plus up to twelve (12) additional months seniority as set forth above.

ARTICLE XI
LEAVES OF ABSENCE

Section 11.1 General Provisions A leave of absence is a written authorized absence from work without pay unless otherwise noted in this article. 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 accumulate 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.

- a) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.
- b) In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by the employer.
- c) 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.
- d) 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. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.
- e) Failure to return to work on the exact date scheduled shall be cause for termination.
- f) No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.

Section 11.2 Military Reserves The re-employment rights of employees will be limited by applicable laws and regulations.

- a) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks. Employees called to active duty shall be paid the difference between any Reserve pay received and their regular wages for the time spent on active duty.
- b) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

- c) Employees within this bargaining unit who shall be inducted into the Armed Services of the United States or who shall volunteer for such service, shall upon completion of such service be reinstated to their former position or a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position, and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

Section 11.3 Pay for Jury Duty Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

Section 11.4 Union Leave Leaves of absence without pay may be granted, under normal conditions, to an 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 six (6) in any one (1) calendar year.

Section 11.5 Educational Leave An employee wishing to further his/her career with the County 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 11.6 Parental Leave An employee may request in writing a parental leave up to six months to begin at birth or date of adoption. Accumulated vacation or unpaid leave may be used for this purpose. Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification in the department in which s/he worked at the time the leave of absence was granted. An employee who fails to return to work at the termination of his/her parental leave shall be terminated.

Section 11.7 Bereavement Leave/Pay

- a) When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, 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. An employee may request additional time off which may be granted if circumstances substantiate the need for additional time as determined by the Sheriff. Such time

would be without pay or, at the option of the employee, may be charged against their sick, vacation, or personal leave banks.

- b) An employee excused from work under this Section shall receive their base wage on such scheduled days of work for which he/she was excused.

ARTICLE XII **PROMOTIONS**

Section 12.1 General Provisions The employer will make promotions within the bargaining unit available to its bargaining unit employees who possess the qualification necessary for the job under consideration. In the event no existing employees are found to be qualified, the position may be offered to those outside the bargaining unit. The term "promotion" shall apply only to the classification of Captain.

- a) Applicants must possess the ability and qualifications as described in the vacancy posting (job description).
- b) All promotions shall be on a competitive basis. The required examination for Captain shall consist of:
 - 50% Oral board evaluation
 - 50% Internal evaluation
- c) The employer will not be obligated to consider a request for promotion unless said request is submitted during the 10 day posting period. Employees absent during the 10 day period must give notice of their intent upon return to work.
- d) To be considered for such promotions, an employee must have at least 10 years of police experience, at least 5 years of supervisory experience, and successfully pass a drug test. Said employee may not be on any probationary status within the department.
- 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 from selecting from the top three candidates as identified by the oral board.
- f) All positions described as "promotional" positions must be filled within 120 days after a vacancy has been declared by the Sheriff. This requirement may be waived as the result of mutual agreement between the parties.
- g) Any current bargaining unit employee who is promoted to a new position within the bargaining unit will serve an orientation period of twelve (12) months in the new position. The Union shall represent such employees for the purpose of collective

bargaining, however, such employees may be demoted at any time by the Employer in its sole discretion and neither the employee so demoted nor the Union shall have recourse to the grievance procedure over such demotion. Employees who are demoted for disciplinary reasons may be required to serve a six (6) month probationary period in the unit. 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 orientation period.

- h) An Employee who is promoted to a higher classification within the bargaining unit shall be permitted to voluntarily return back to his/her previous classification at any time based on his/her classification seniority. In either event, employees shall not lose seniority for previous time in grade, plus orientation period in the new position.
- i) Members of the bargaining unit who are appointed to the position of the Undersheriff shall be permitted to return back to the bargaining unit at any time during his/her term of office.

ARTICLE XIII **LONGEVITY COMPENSATION**

Section 13.1 Longevity Provisions All regular employees promoted into the bargaining unit with an existing longevity plan, or hired into the bargaining unit prior to November 30, 2005, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule: as elected or assigned by the terms and conditions of employment (see exception below).

- a) Plan A
 - 1) This plan is available only to employees employed full time on or before December 31, 1986, or such employees may elect plan B below.
 - 2) After completion of ten (10) years of seniority, a bonus of 5% of base pay, excluding overtime, shift differential, etc., if applicable, shall be paid for that year or portion of the year. At the completion of ten years (service date) which is less than twelve (12) months in that calendar year, the 5% longevity bonus is prorated over the balance of the calendar year.
 - 3) After completion of fifteen (15) years of seniority (service date), a longevity bonus of 10% of base pay shall be paid and prorated, if applicable, as in A.2 above.
 - 4) The longevity bonus amount may change as the percentage applicable is calculated on the new base rate for the calendar year.

b) Plan B

- 1) All full time employees hired on and after January 1, 1987 are automatically assigned to this plan and all full time employees employed on or before December 31, 1986 may elect this longevity bonus plan as an alternative to Plan A.
- 2) After completion of five (5) years of seniority (service date), the employee shall receive a \$50 longevity bonus, prorated over the remainder of the calendar year in which the completion of the five (5) years seniority (service date) occurs.
- 3) In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity pay bonus with no maximum limit.

For example: After 5 years:\$50
After 6 years:\$100

c) General conditions applicable to both plans.

- 1) Bonuses will be paid by separate check, lump sum, on the first pay date in December.
- 2) 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.
- 3) Election by an employee of Plan A or Plan B, where applicable, is irrevocable.
- 4) Election of Plan A or Plan B by an employee, where applicable, must be made by July 1, 1987, by use of the proper form.
- 5) Leaves of absence for periods in excess of thirty (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus.

ARTICLE XIV
HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

Section 14.1 Schedule Recognizing that employees in this bargaining unit are exempt under the Fair Labor Standards Act and salaried employees under the Employer's compensation plan, deviations from the regular eight (8) hour day/forty (40) hour week may occasionally occur. No such deviation shall be considered a violation of this contract.

However, general practice of eight (8) hour days and 40 hour weeks are still understood to be the normal schedule.

Section 14.2 Managerial Employees of this Collective Bargaining Unit are considered managerial and will be compensated on the basis of an annual salary. There should be no overtime provision addressed in any Article or Section of this Agreement.

Section 14.3 Bargaining Unit Work

- a) No employee outside the Bargaining Unit will be assigned work which is normally recognized as Bargaining Unit work, except in the case of emergencies.
- b) The Employer will not assign Auxiliary Personnel where it replaces a regular employee, during the layoff of a regular employee.

**ARTICLE XV
HOLIDAY PAY**

Section 15.1 Paid Holidays The following shall be considered as holidays for purposes of this Agreement:

New Year's Day	Labor Day	Christmas Eve Day
Good Friday	Veteran's Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve
Independence Day	Day after Thanksgiving	Floating Holiday

Section 15.2 Holidays during Vacation Holidays occurring during the vacation period, bereavement leave or sick leave are compensable and shall not be charged against the employee's accumulated time.

Section 15.3 Holidays falling on Weekend In the event of one of the holidays falling on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a 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.

Section 15.4 Snow Day Procedures County snow day procedures will apply to bargaining unit personnel.

Section 15.5 Floating Holiday One floating holiday shall be credited to the employee as of January 1st of each calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday. Such holidays shall not accrue from year to year or be paid out for any reason.

ARTICLE XVI
VACATION

Section 16.1 Vacation Eligibility and Schedule 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

<u>YEARS OF SERVICE</u>	<u>DAYS</u>
Less than 3 years	10
3, but less than 5 years	12
5, but less than 10 years	15
10, but less than 15 years	17
15, but less than 25 years	20
25 or more years	25

Section 16.2 Carryover 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 16.3 Vacation Pay Rate Vacation pay will be paid at the current rate of the 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 16.4 Sick While on Vacation If any employee becomes ill and/or under the care of a duly licensed physician or recognized practitioner during his/her vacation and the employee utilized 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 16.5 Court Appearances while on Vacation No employee will be required to return for Court appearances while on vacation leave.

Section 16.6 Pay for Waiving Vacation A vacation may not be waived by an 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 16.2 will not be invoked.

Section 16.7 Scheduling Vacations Vacation schedules by classification will be worked out as far in advance as possible. To accomplish this and to consider the wishes of classification seniority employees, after January 1, each employee shall indicate on a yearly calendar his/her vacation request no later than April 1. After April 1, all employees who have failed to select their vacation time will be notified of approval of vacation periods within a reasonable time after April 1 of the applicable year. Any requested change in vacation schedules after notification will require at least thirty (30) days notice. Exceptions may be made for unusual circumstances.

Section 16.8 Payout upon Termination Upon termination of employment due to resignation, death, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave through date of termination that such employee accrued.

Section 16.9 Scheduling with Regular Pass Days Employees shall be permitted to schedule their vacations in conjunction with their regular pass days.

ARTICLE XVII **LEAVE FOR PERSONAL REASONS OR SICKNESS**

Section 17.1 Personal Leave Regular full time employees shall be granted 72 hours of personal leave each year in the first pay period paid in December. New employees shall be granted this leave upon completion of six (6) months of continuous service, pro-rated on the number of months of service within the benefit year. Employees who have not completed six months of continuous employment as of December 1st shall not receive leave for the prior year, however shall receive the full 72 hours for the next year upon completion of six months of employment.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty-four hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to their normal reporting time is required for illness unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments.

If any employee has been off work due to sickness or accident for three (3) consecutive days, regardless of the leave bank utilized for pay for such days, or if the sick day is the day before or the day after an employee's assigned "days off" in his/her work schedule, his/her vacation period, or one of the holidays observed by the Employer, a statement from a physician may be required by the employer.

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

Section 17.2 Sick Banks Eligibility Employees entering the bargaining unit and who have a sick bank from other County employment, shall have their sick banks frozen. Frozen sick banks may be used in the following instances:

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

Any balance left upon retirement (as defined in Section 19.2 or eligible for drawing social security) or upon death shall be paid at the rate of one half of any unused hours at the .

Probationary employees are ineligible for sick leave pay.

Section 17.3 Conversion to Vacation Employees may convert accumulated sick days in excess of one-hundred twenty (120) days on the basis of two (2) sick days for one (1) vacation day.

ARTICLE XVIII **WORKERS' COMPENSATION**

Section 18.1 Coverage In the event an employee sustains an occupational injury, the employee will be covered by applicable Workers' Compensation Laws.

Section 18.2 Supplemental Pay The Employer further agrees that an employee, if eligible for workers' compensation, will receive, in addition to their workers' compensation, the difference in their net pay for period of time up to thirty-six (36) months.

Section 18.3 Medical Release The Employee may then be required to obtain a medical release to return to work. If he/she cannot, he/she will be given an additional thirty-six (36) months under this Provision.

Section 18.4 Medical Discharge If the employee is unable to return to work, a conference will be held to determine whether or not the employee should be given a medical discharge. If it is determined that said employee shall be placed on Medical Retirement, the Employer, if the employee is in the MERS defined benefit program, will request according to MERS rules a duty disability retirement. For all employees determined to be eligible for medical retirement, the Employer shall also be responsible for maintaining all levels and forms of life and medical insurance.

ARTICLE XIX
INSURANCE AND PENSION

Section 19.1 Life and AD&D The Employer agrees to pay the full premium for term life insurance and Accidental Death and Dismemberment after six (6) months of service for regular full time employees in the amount of \$45,000 or one times annual salary, whichever is greater.

Section 19.2 Pension All regular full time and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under the Municipal Employees Retirement System. The Employer shall contribute 6% of wages under the MERS Defined Contribution Plan. Employees may choose to make a one time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will be vested 25% after 3 years of service, 50% after 4 years, 75% after 5 years, and be fully vested after 6 years of service.

Employees already under the MERS Defined Benefit Plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits calculated under the defined benefit plan with a 2.8% multiplier, the 25/out rider, ten (10) year vesting, E2 and FAC-3 riders of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer.

Age 60 with ten (10) years of service, or twenty-five (25) years of service shall be used for determination of age of retirement for payment of benefits under retirement.

Section 19.3 Health, Vision and Dental The Employer agrees to pay the full premium for health coverage for regular full time employees and their families, said insurance to be substantially equivalent to benefits in effect with the Health Maintenance Organization, Vision and Dental Plans on December 31, 1994, as amended in 2005 for \$10 office visit copay and \$10 generic / \$20 brand name prescription copay under the guideline that the employee does not have in existence any other medical hospitalization plan with substantially the same benefits from other employment. Effective January 1, 2006, the prescription drug co-pay will be increased to \$10 generic / \$40 brand name.

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

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

Head of household will be determined by the spouse with the greatest share of income, and will be determined by submission of financial data.

Employees who retire (as defined by Section 19.2) may enroll in the Employer's retiree group health, vision, and/or dental plans by notifying the Employer upon retirement of their wish to do so. Retirees must reimburse the Employer 50% of the monthly premium for Pre-age 65 group health insurance. Employees who have retired (as defined in Section 19.2) from the service of Grand Traverse County and who choose the health coverage, after reaching age 65, shall have their premium fully paid by the Employer.

Section 19.4 EAP Grand Traverse County recognizes that all employees are individuals and occasionally have unique personal problems which sometimes affect their job performance. These problems may be related to marriage, family, finances, stress, alcohol or drugs. In most cases these conditions can be effectively treated and controlled. Therefore the County is establishing an Employee Assistance Program which will provide employees with an opportunity to seek assistance with difficulties which may be affecting their job performance, and which will provide supervisors with an additional resource in dealing with employee problems. While we encourage employees and their family members who think they may have a problem which is affecting their lives at home or at work to seek treatment, our primary concern as an employer is limited to problems which affect the employee's attendance and performance on the job. An employee who seeks help will not jeopardize his or her job rights or security by doing so. The program is not intended to replace normal performance appraisals or disciplinary procedures. Participation in the program will not excuse continued poor job performance and failure to attend a recommended program will not be grounds for discipline in the face of a completely satisfactory job performance.

Section 19.5 Short Term Disability Employees who enter the bargaining unit on or after January 1, 1995, shall be eligible for the County's Short Term Disability coverage, such insurance to be effective the first of the month following six months of service. This insurance shall provide 66 2/3 percent of the employee's regular weekly wage for up to 26 weeks for absences due to approved injury or illness. The coverage will begin on the eighth day following injury or illness.

ARTICLE XX **CLOTHING ALLOWANCE**

Section 20.1 Allowance Employees covered by this Collective Bargaining Agreement shall receive an annual clothing allowance in the amount of \$750.00. This allowance shall be paid on the first pay date after January 1st of each year.

Section 20.2 Dry Cleaning Dry cleaning service will be provided as arranged by the County for those employees of this Bargaining Unit who may utilize the issued uniform of

the department. This dry cleaning provision does not apply to any article of personal clothing.

ARTICLE XXI GENERAL

Section 21.1 Union Visits to Workplace 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.

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

Section 21.2 Training Schools The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the County Board of Commissioners round trip if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 21.3 Mileage 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, he/she shall be accorded mileage at a rate established uniformly by the County Board of Commissioners.

Section 21.4 Defective Equipment 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. Command officers are responsible for making sure that equipment is repaired and in safe operating condition.

Section 21.5 Report of Accident 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 21.6 Professional Liability Coverage The Employer shall provide law enforcement officer professional liability in the amount of \$10,000,000.00 per occurrence. Such liability shall include personal injuries of a comprehensive nature including, but not limited to, false arrest, detention or malicious prosecution, the publication or utterance of libel or slander or other defamatory or disparaging material, or publication or utterance in violation of an individual's rights of privacy; wrongful entry or eviction, or other invasion of the right of private occupancy; law enforcement liability, civil rights violations and employment discrimination.

Section 21.7 Bulletin Board 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 request from the Employer, any material which is detrimental to the Union-Employer relationship.

Section 21.8 Rest Period Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

Section 21.9 Furnished Equipment The Employer shall furnish all equipment deemed necessary perform the duties assigned their classification, and keep same in safe operating condition. Employees will reimburse the Employer for the replacement of any equipment lost or damaged through the employee's gross negligence.

Section 21.10 Bonding Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 21.11 Hours for Computation of Benefits All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for purpose of computing fringe benefits under this Agreement.

Section 21.12 Computing Salary Individuals in the bargaining unit are managerial, and as such, are salaried. Employees receive their full annual salary during the calendar year, receiving 1/26 of the salary on each bi-weekly pay date (occasionally there may be 27 pay dates during a calendar year, in which case the employee shall receive 1/27 of their annual salary on each pay date). If the employee leaves employment during the year, their final paycheck will be the difference between the pro-rated salary based on their final day at work and their regular year to date earnings. Pay is not based on a biweekly pay period, although biweekly reporting is used to track leave banks used. Employees coming into the bargaining unit will receive a pro-rated amount of 1/26 of the new salary, based on the effective date, on the first pay date following the effective date of the new classification.

Section 21.13 Union Examination of Records 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 21.14 Rules, Regulations, Policies and Procedures The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provision of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the 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 21.15 Tuition Reimbursement Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement according to the County's policy.

Section 21.16 Damage to Personal Property 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;
- b) Watches are not classified as jewelry and will be replaced with a maximum value of replacement of \$50.00.

Section 21.17 Conditions of Employment The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the minimum standard in effect at the time of the signing of this Agreement. The equipment will be provided by the employer as needed and deemed necessary by the Employer.

Section 21.18 Physical Maintenance Program All regular employees hired after January 1, 1986, will be required to participate in the Physical Maintenance Testing procedure unless the law mandates that an employee be exempt either from testing or from having all the requirements with respect to physical qualifications applied to him/her. Employees who do not pass the test shall be subject to re-testing every 60 days; if they haven't passed after 12 months of original testing, the employee will be subject to a 30-day unpaid suspension. If they still haven't passed after 24 months the employee shall be subject to discharge. Physical Maintenance Testing shall be by Health Risk Appraisal as established by the Employer.

Section 21.19 Stipend for Staff & Command Training

Upon successful completion of the Staff & Command training program, a one-time stipend payment of One Thousand (\$1,000.00) dollars will be made to the employee. Said stipend

shall not be considered for purposes of calculating the employee's longevity or personal day pay.

ARTICLE XXII
SAVINGS CLAUSE & OTHER AGREEMENTS

Section 22.1 Invalidation of Article or Section 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 affected 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.

Section 22.2 Employer Shall Not Enter Other Agreements The Employer shall not enter into any other agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflicts with the provisions hereof, nor may such other organizations represent any employee (s) with respect to wages, hours, or conditions of employment, or in derogation of the exclusive bargaining agent of this Union.

ARTICLE XXIII
TERMINATION

This Agreement shall be effective on the first day of January, 2005, and shall remain in full force and effect until the thirty-first day of December, 2007. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

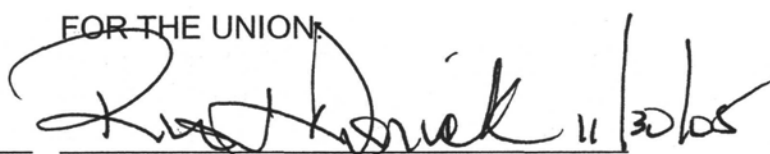
In any event, however, the conditions of employment, including wages and benefits, shall remain in effect providing that the Union files consistent with Act 312 until such time as a Labor Agreement is negotiated and/or arbitrated.

FOR THE EMPLOYER:

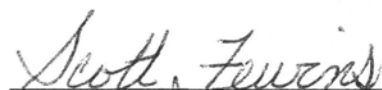
FOR THE UNION:


Chairman, Board of Commissioners

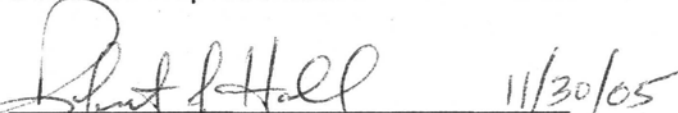
Date


Business Representative

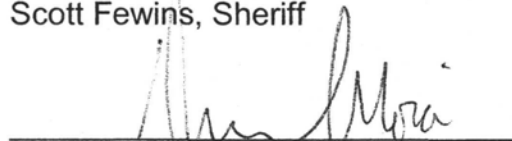
Date


Scott Fewins, Sheriff


Date


Chief Steward

Date


Dennis Aloia, County Administrator

Date


Business Representative

Date

TEAMSTERS COMMAND OFFICERS

SALARY SCHEDULE

	Lieutenant	Captain
2005 – (3.0 %)	54,762	62,976
2006 – (2.25 %)	55,994	64,393
2007 – (2.25 %)	57,254	65,842

Captains will be 15% above the rate for Lieutenants each year.

