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AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ between the CHARLEVOIX COUNTY BOARD OF COMMISSIONERS, Charlevoix, Michigan (hereinafter referred to as the "Employer"), and the CHARLEVOIX COUNTY CORRECTIONAL OFFICERS ASSOCIATION, (hereinafter referred to as the "Association").

PREAMBLE

The purposes of this Agreement include the promotion of harmonious relations between the Employer, its employees and the Association, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of 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 Association affiliation.

The Employer and the Association agree to implement the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all Correction Officers.

ARTICLE 1 RECOGNITION

Section 1.

Pursuant to authority vested in the Michigan Employment Relations Commission, IT IS HEREBY CERTIFIED that Charlevoix County Correctional Officers Association has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Section 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rate of pay, wages, hours of employment, and other conditions of employment. During the term of this Agreement for those Employees of the Employer in the Association consisting of all full-time correctional officers.

For purposes of this agreement, correctional officers are considered to be gender neutral.

Section 2.

For purposes of this Agreement, the term full-time Corrections Officer means those Correction Officers regularly scheduled to work at least eighty (80) hours per pay

period excluding overtime hours.

Section 3.

For purposes of this Agreement, only full-time Correction Officers are entitled to economic benefits set forth in this Agreement.

ARTICLE 2
ASSOCIATION RIGHTS

Section 1.

The Association, as the sole and exclusive bargaining representative of the Correction Officers, shall have the rights granted to them by applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1.

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority of the Employer, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers and authority. The Association recognizes that the employer's rights, powers and authority include, but are not limited to, the right to manage its business, to determine the amount of supervision required, to direct, select, promote, decrease and increase the work force, the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, addition, replacement, and removal of equipment, the schedules, means and procedures of the operation, and the right to introduce new and improved methods and facilities; to maintain discipline and efficiency of Correction Officers, determine the qualifications of Correction Officers and regulate quality and quantity of work, providing that the exercise of these prerogatives and rights does not conflict with or violate any expressed provisions of this Agreement. Performance reviews may be conducted at any time on any or all Corrections Officers and will become part of the employee's personnel files.

Section 2.

The Association agrees to cooperate with the Employer at all times in maintaining discipline, and increasing efficiency and productivity.

Section 3. Rules

The Employer shall have the right to make such reasonable rules and regulations

not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations. Any complaint relative to the reasonableness or the application of any rule established after the date hereof, may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

ARTICLE 4 EXTRA CONTRACT AGREEMENTS

Section 1.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the Correction Officers covered by this agreement; or any agreement or contract with the said Correction Officers, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement; or which in any way affects wages, hours or working conditions of said Correction Officers, or any individual Corrections Officer, which is a mandatory subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 5 ASSOCIATION SECURITY

Section 1.

The Employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the Employer of those Correction Officers covered by this Agreement.

Section 2.

Membership in the Association is not compulsory. Regular Correction Officers have the right to join, not join, maintain, or drop their membership in the Association as they see fit. Neither party shall exert any pressure on or discriminate against a Corrections Officer as regards such matters.

- (a) Membership in the Association is separate, apart and distinct from the assumption by one of their equal obligation to the extent that they received equal benefits. The Association is required under this Agreement to represent all of the Correction Officers in the Association fairly and equally without regard to whether or not a Correction Officer is a member of the Association. The terms of this Agreement have been made for all Correction Officers in the Association and not only for members in the Association. Accordingly, it is fair that each Correction Officer in the Association pays their own way and assumes their fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- (b) If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal and state law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE 6 ASSOCIATION STEWARDS

Section 1.

Association Correction Officers shall be represented by one Steward and Assistant Steward. During periods of absence of a Steward, the Assistant Steward shall represent the Correction Officers. Stewards shall be regular full-time Correction Officers and shall have completed a minimum of one year of continuous employment in the Sheriff's Office. Due to a possible conflict of interest, no Corrections Officer promoted to the rank of corporal or sergeant shall hold the position of Association Steward or Assistant Steward.

Section 2.

The authority of the Steward, or Assistant, is limited to the investigation and presentation of grievances and request for special conferences during their working hours, without loss of time or pay, upon having received permission from the sheriff or their designated representative to do so. The Sheriff shall grant permission within a reasonable time, after the first hour of the shift, for such Steward to leave their work for these purposes subject to overriding work consideration. The privilege of such Steward leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is property grounds for discipline up to and including discharge. The Steward, and Assistant, are required to record time spent. All such Stewards will perform their regular duties in addition to the handling of grievances as provided herein.

Section 3.

The Association will furnish the Employer with the names of its Steward(s) and Correction Officers who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Association with which it may be dealing.

Section 4.

The Association bargaining committee shall consist of two (2) Correction Officers. Before the first negotiation session, the Association will provide the Employer, in writing, the names of the Correction Officers on the bargaining committee.

Bargaining committee Correction Officers shall be permitted to attend negotiation sessions while on-duty and shall continue to receive their proper rate of pay for scheduled working hours spent in negotiations.

ARTICLE 7 SENIORITY

Section 1.

For purposes of determining salary level, layoff and recall, seniority shall mean the status attained by continuous full-time employment in the Charlevoix County Sheriff's Office as a Corrections Officer and shall be measured from the most recent date of hire into the Sheriff's Office.

Section 2.

New Correction Officers, whether or not they have previously been Correction Officers of the County of Charlevoix, shall be probationary Correction Officers for a period of one year following date of hire. Probationary Correction Officers shall have no seniority during their probationary period but, upon successful completion of the probationary period, their seniority shall date from their date of hire. Probationary Correction Officers shall be represented by the Association and shall be subject to the terms of this Agreement, except for matters involving discipline and discharge for reasons other than Association activity.

Section 3.

New Correction Officers having prior Corrections experience may be given seniority, for pay purposes only, which, in the judgment of the Sheriff, properly reflects said Correction Officers value to the County. After such initial seniority has been determined the Correction Officer's future wage changes shall be in accordance with this Agreement. Notwithstanding their prior Corrections experience, such new Correction Officers shall be subject to the probationary period set forth in Section 2.

Section 4.

Employer shall post in a conspicuous spot at the Sheriff's Office an up-to-date list of Correction Officers in the Association in order of their most recent date of hire.

Section 5.

A Corrections Officer may lose seniority at the discretion of the Employer for the following reasons:

- (a) Corrections officer quits, retires or is discharged from employment with the Sheriff's Office, provided that the discharge is not reversed.

- (b) Except if due to a job related injury, they have been on sick leave or layoff for a period of time equal to their seniority or one (1) year, whichever is shorter. Where a Correction Officer is on leave due to a job related injury, seniority shall continue to accrue for all purposes under the agreement not to exceed two (2) years. During the leave due to a job related injury, the Employer shall continue to pay premiums for accidental death insurance and premiums for health and accident insurance as mentioned in Article 25. Further pension contributions will not be paid by the County on behalf of such Correction Officer but such Correction Officer shall be entitled to those benefits which continue in accordance with the terms and conditions of the Municipal Employees Retirement system, Benefit B - 4. Further, the accumulation of seniority shall not continue beyond age sixty (60).
- (c) Corrections Officer is absent from work for three (3) consecutive working days without notifying Employer.
- (d) Corrections Officer accepts employment elsewhere while on leave of absence unless said employment was authorized as set forth in Article 19.
- (e) Corrections Officer fails to return from layoff in accordance with the notification as set forth in Article 10 or fails to return immediately upon the expiration of a leave of absence.
- (f) Corrections Officer has knowingly falsified their application for employment or other document relating to their employment.
- (g) Corrections Officer accepts a position outside of the Corrections classification (i.e. Deputy Sheriff, Administration or other position with Charlevoix County).

Notice of loss of seniority under paragraphs (b), (c), (d) or (e) shall be sent to the Corrections Officer by certified mail. Possession of a receipt for certified mail shall constitute proof of notice. All notices shall be sent to the address provided Employer by the Corrections Officer, and Employer shall have no liability should said address be improper.

Section 6.

Notwithstanding their position on the seniority list, the Steward shall, in the event of layoff for other than disciplinary reasons, be continued at work as long as there is a correctional officer position which they have the present skill and ability to perform and, if placed on layoff, shall be first recalled when there is a job for which the CO has the

present skill and ability to perform. Present skill and ability means the Correction Officers present ability to perform the required job duties up to the standards of performance of an average Correction Officer under normal supervision but without additional training.

ARTICLE 8 SPECIAL CONFERENCES

Section 1

Special conferences for important matters will be arranged between the Association and the employer or their designated representative upon the request of either party.

Section 2.

Such meetings shall be between representatives of the Association and representatives of the Employer, provided arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at times mutually agreeable. Association Steward/Assistant Steward shall not lose pay for time lost in such special conferences. This meeting may be attended by the Association Steward and Assistant Steward.

ARTICLE 9 GRIEVANCE PROCEDURE

Step 1

A grievance shall be filed with the Sheriff in writing. The Sheriff must respond to the aggrieved Corrections Officer in writing within seven (7) working days. If no agreement has been reached between the aggrieved Corrections Officer and the Sheriff, then the Sheriff will forward the grievance to the Chairman of the Charlevoix County Board of Commissioners.

Step 2

The Board will convene a meeting with the aggrieved Correction Officer, the Steward, assistant Steward, and the Sheriff or representative within 14 days of the receipt of the grievance. The Board will reply to the aggrieved Correction Officer within five (5) business days.

Step 3

If the grievance has not been settled in Step 2, the Association may submit such grievance to mediation by delivering written notice of intent to mediate to the Chairman of the Board of Commissioners within fourteen (14) working days after receipt of the Step 2 response.

Mediation board members will consist of the Prosecuting Attorney and two other members selected by the Prosecutor. Both Employer and Association will have the right to state specific objections to mediation board members selected by the Prosecuting Attorney. Expenses for Mediation Board hearings shall be borne equally by the Employer and the corrections officer except each party shall pay the expenses of its own witnesses/attorneys.

ARTICLE 10 LAYOFF AND RECALL

Section 1.

The word "layoff" means a reduction in work force.

Section 2.

Ordinarily, part-time Correction Officers and probationary Correction Officers shall first be laid off in that order, as determined by the needs of the Sheriff. Additional layoffs of full-time corrections officers will be based on seniority and be based on the staffing needs determined by the Sheriff.

As to the layoff of regular full-time Correction Officers within the Corrections Officer Classification, seniority shall be of prime concern. Ordinarily, the last Corrections Officer hired within the Corrections Classification will be the first to be laid off. The determination of the order of layoff shall not be arbitrary or capricious.

Section 3.

Correction Officers shall be given fourteen (14) days' notice of layoff.

Section 4.

When the work force is increased following a layoff, the following procedure will be followed:

- (a) Upon an increase in work force, Correction Officers in the Corrections Classification will be recalled in inverse order of their layoff.
- (b) Written notice of recall will be sent by certified mail to the last address provided the Employer by the Corrections Officer and shall inform the

Corrections Officer of the date they should return to work, which shall not be less than five (5) days from the date of mailing. Possession by Employer of receipt for certified mail shall be conclusive proof of date of mailing. Employer shall have no liability for failure to notify any Corrections Officer of recall when such failure is due to the Correction Officers address being inaccurate.

Section 5.

In the event of layoffs affecting the normal operations of the sheriff's office the Sheriff will determine staffing needs from both the Road patrol and corrections staff to best serve the county.

Section 6.

In the event the Sheriff has part-time work or special assignment duties during any period of time when a Corrections Officer is on layoff, such work shall be offered to those Correctional Officers on layoff in order of seniority. If such work is accepted by such Corrections Officer, it is understood that the Corrections Officer, in performing such work, is working in the capacity of a part-time employee and will be entitled to only those benefits to which a part-time Corrections Officer is entitled.

ARTICLE 11 SICK LEAVE

Section 1.

As of January 1 of each year, each full-time Corrections Officer shall be credited with eighty (80) hours paid sick days for use during the calendar year. If used for illness other than in connection with the eligibility period for the disability income plan, the used days shall be deducted from the eligibility period.

- (a) Payment of unused sick leave yearly will be one half of the hourly rate times the number of hours unused as of December 31.
- (b) Sick time will be pro-rated for new Employees based on the rate of 6.67 hours per month, after completion of the first four weeks of service through the end of the year.

Section 2.

Except as provided for in Article 12, Correction Officers having sick leave accumulated under prior contracts may use such sick leave for disability due to personal illness or personal injury. At any time after two (2) days absence due to disability

because of personal illness or personal injury, upon employers request in writing, a Corrections Officer on sick leave shall provide to Employer a statement from a doctor verifying disability. Provided, however, medical verification of disability may be required for absences immediately before or following a Correction Officers scheduled day or days off or where a Correction Officers attendance record shows frequent absences. In such cases, the Corrections Officer shall be notified of the need for verification prior to the absence for which the verification is required.

A Corrections Officer eligible for disability income insurance benefits may not use sick leave for any period of time which they are so eligible.

Section 3.

A Corrections Officer shall notify an on duty Corrections Officer of the inability to report to work. Notice shall be given to the Jail Administrator, Sheriff or under sheriff as soon as the inability to report is apparent.

Section 4.

A Corrections Officer who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged only for the unused hours not worked for that scheduled shift.

Section 5.

If a Corrections Officer leaves work due to an injury arising within the scope of employment, sick leave shall not be charged, except as provided in Article 14.

Section 6.

If, in the judgment of a supervisor or senior officer, a Corrections Officer on the job is ill to the extent that such illness interferes with the satisfactory performance of their duties, the supervisor or senior officer shall direct the Corrections Officer to go home or to a medical doctor of their choice for examination. All costs related to the examination shall be paid by the Employer. If, in the opinion of the doctor, the Corrections Officer is unable to satisfactorily perform all of the duties required of their job, the Corrections Officer shall not return to work and the time off shall be charged to sick leave, if any is accumulated. If, in the opinion of the doctor, the Corrections Officer is able to satisfactorily perform all of the duties required of the job, the CO shall return to work with no loss of pay.

Section 7.

In the event of a dispute involving a Correction Officers physical ability to perform

their job and the Employer or the Corrections Officer is not satisfied by the determination of the examining physician, the Employer or Corrections Officer may request a second examination by a doctor of choice, at the expense of the requesting party. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third (3rd) doctor chosen by the Correction Officers doctor and the Employer's doctor. The cost of this report shall be shared equally by the Employer and the Corrections Officer.

Section 8.

Sick leave hours as set forth in Section 1 of this Article, shall not be cumulative from year to year. However, Correction Officers having accumulated sick leave as of the effective date of this Agreement may use such sick leave for disability as set forth in Section 2 of this Article and Article 14.

ARTICLE 12 COURT AND FUNERAL LEAVE

Section 1.

Except when attending court immediately before or after scheduled working hours, a Corrections Officer who, during non-scheduled working hours, must attend court as a result of their employment shall receive a minimum of two (2) hours' pay. Officers will be paid the minimum two hours pay if they do not receive 24 hours notice of cancellation. If reasonable attempts are made to contact the officer and contact is not made, the minimum pay does not apply.

Section 2.

Provided that they attend the funeral, Correction Officers will be granted, upon written request, without loss of pay, up to three (3) working days for leave because of death in the immediate family. In the event the site of the funeral is beyond 250 miles from the City of Charlevoix, Correction Officers may use up to two (2) sick days, if accumulated, in addition to the three (3) days herein provided.

Immediate family is defined as spouse, parent, grandparent, parent of a current spouse, child, grandchild, brother or sister, step-parents and step-children. Step-brothers and stepsisters shall be included if the step relationship began before the Corrections Officer reached her/his 19th birthday and if the Corrections Officer resided in the same household with the step-sister or step-brother.

Section 3.

Provided that the CO attends the funeral, a Corrections Officer will be granted one (1) day leave with pay because of the death of a brother-in-law, sister-in-law or one-half (1/2) day for funeral of a fellow Employee in the Sheriff's Office.

ARTICLE 13 MAINTENANCE OF STANDARDS

Section 1. Minimum Standards.

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions, all of which are described elsewhere in this Agreement, are minimum standards in effect at the time of the signing of this Agreement, and may be improved voluntarily by the Employer, if possible. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Section 2. Past Practices.

There are no understandings, agreements or past practices which are binding on either the Employer or the Association other than written agreements, if any, enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Association until it has been put in writing and signed by both the Employer and the Association.

ARTICLE 14 WORKERS' COMPENSATION

Section 1.

Employer shall provide Workers' Compensation benefits through insurance or other means in compliance with the Michigan Workers' Compensation Act. Work Comp Procedure

Injured employee must report injury to supervisor/Dept Head immediately. (Even if you do not plan to seek medical treatment.)

Injured employee must also report injury to the payroll clerk by phone email or in person immediately. 547-7200 or russells@charlevoixcounty.org

Dept head should email or call the payroll clerk to report the injury as well. Dept head must fill out a supervisor's report of injury and send it to the payroll clerk. (Do not send anything directly to Citizen's Mgmt)

Injured employee will need to fill out an employee's report of injury and send it to the payroll clerk. If there were witnesses, the injured employee will need to have them fill out a witness statement if requested.

Unless in a life threatening/emergency situation, no medical treatment is allowed

without first filing a work comp claim with the payroll clerk. Medical treatment is directed by the employer and work comp provider for 10 days after the injury is reported. We require you visit Quick Care of Boyne City or Petoskey for an evaluation of all injuries after a claim is filed. You may not visit your family doctor, chiropractor etc. Any doctor visits (besides life threatening/emergency) not authorized first by the payroll clerk and then Citizen's Management will not be covered by work comp.

You must keep your dept head and the payroll clerk up to date on all care and future appointments related to the injury. All original doctor notes must be forwarded to the payroll clerk so they can be provided to our work comp carrier and obtained in your permanent record. All doctor visits and treatment must be accompanied by an update (aka dr/treatment notes) to the payroll clerk in writing from the doctor.

If you are on light duty or no duty, you may not return to work until you have a doctor's return to work approval in writing (listing restrictions if you have any) and it is provided to the payroll clerk.

If you are injured but do not want medical treatment, you will need to sign a waiver. If you receive a phone call from Citizen's Management (Deb Grimes or Meribeth Erkes) you must provide any information they need. They are our work comp contacts and providers. They might call asking for financial information, medical records, etc. They make determinations on wages, treatment, and claims.

. The Employer agrees to urge its Workers' Compensation insurer to process claims promptly if reported to the payroll clerk promptly.

Section 2.

In the event a Corrections Officer is disabled due to a work related injury and is disabled for a period of time less than that which would qualify him/her for Workers' Compensation, said period shall be treated as sick leave pursuant to this Agreement. If the disability continues for such period of time that the Corrections Officer is entitled to Workers' Compensation benefits for that time initially treated as sick leave, the Corrections Officer shall reimburse Employer such money as was paid to him/her pursuant to sick leave provisions of this Agreement and shall have the sick leave charged him/her reinstated, unless the Corrections Officer chooses to supplement their Workers' Compensation benefits as set forth below.

Section 3.

A Corrections Officer receiving Workers' Compensation weekly benefits may, at the Corrections Officer option, receive from the Employer a salary payment equal to the difference between compensation benefits received and the Corrections Officer regular straight time salary. Such salary payment shall be made only if the Corrections Officer has accumulated sick leave and shall continue only so long as the Corrections Officer has accumulated sick leave. The salary payment shall be charged against the accumulated sick leave in the following manner until the sick leave is exhausted:

Supplementary Salary in dollars		Sick leave
More than	To	Hours charged
0	½ day pay	6
½	1 day pay	12
1	1½ days pay	18
1½	2 days pay	24

And continuing in the same progression.

Section 4.

Upon regaining the ability to satisfactorily perform all of the duties of their job, the Corrections Officer shall be returned to work at such job so long as the Corrections Officer is senior to at least one Corrections Officer in their job classification. provided, if the Corrections Officer is the least senior in their job classification, they shall be returned to work if work is available. If work is not available, they may be placed on layoff in accordance with Article 10.

ARTICLE 15 BOND AND LEGAL ASSISTANCE

Section 1.

Should the Employer require any Corrections Officer to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. Inability to obtain a bond from Employer's usual bonding company source within thirty (30) days on a particular Corrections Officer, or cancellation of a bond on any Corrections Officer after one has been issued, shall be just cause for discharge of such Corrections Officer, except that if the Corrections Officer is able to make their own bonding arrangements with a duly licensed bonding company within thirty (30) days after Employer requests him/her to do so, such a bond will be accepted. Any excess premium over standard premium shall be paid by such Corrections Officer. "Standard premium" shall be that premium paid by Employer to its bonding source for bonds applicable to other Correction Officers in similar classifications.

Section 2.

Except in the event the Corrections Officer enters into litigation against the Employer, Employer shall provide the legal services of an attorney of its choice for the defense of any Corrections Officer needful of such services as a result of acts occurring

in the performance of Corrections duties and responsibilities. Except that where the need for legal services arises from circumstances such that the risk is covered by insurance and In cases of negligence the Employer shall not be obligated to provide legal services.

ARTICLE 16 STRIKES AND SLOWDOWNS

Section 1.

Understanding that the proper method of settling grievances is as set forth in this Agreement, and that strikes or other refusal to provide full and complete services to the public is not in the best interests of the public or the County of Charlevoix, it is agreed that there shall at no time be strikes, slowdowns, tie-up of equipment, walkouts or other deliberate withholding of services by members of the bargaining unit, either individually or collectively. During the term of this agreement, the Employer agrees that there will be no lockouts.

Section 2.

The Association, its Correction Officers, or agents, shall not promote, encourage or advocate a violation of Section 1 of this Article.

Section 3.

In the event there is a violation of this Section, the Association shall take the following action:

- (a) Within sixteen (16) hours, notify, in writing, each of its members that such activity is unauthorized by the Association, that such activity is a violation of the Agreement, that such activity, in and of itself, is proper grounds for discharge, and that each Corrections Officer is to immediately cease such activity.
- (b) If such proceedings are provided for, institute internal Association disciplinary proceedings against each member in violation. In the event of a violation of this Section, the Employer shall have the sole and complete right to discipline, including discharge.

Provided that the Association complies with this Section, it shall have no liability for the violation by its members of Section 1 of this Article.

ARTICLE 17 DISCHARGE AND RELIEVING OF DUTY

Section 1.

Employer shall not discharge or discipline any Corrections Officer without just cause. Prior to discharge, the Sheriff shall make appropriate investigation of the facts which are the basis for discharge. Such investigation shall be made as quickly as reasonably possible taking into account the seriousness of the disciplinary action and the complexity of the circumstances.

In such investigation, the Corrections Officer being considered for discharge or discipline has the right to state their case to the Sheriff and present any evidence then available. Further, in such investigation, the Sheriff has the right to require of said Corrections Officer, a statement of their case and access to evidence available to or under the control of said Corrections Officer. The Corrections Officer shall have the opportunity to consult with the Association steward or any representative they may choose before making any such statement.

Upon the discharge of any Corrections Officer, the Employer shall notify, in writing, the Association and the Steward of the fact of discharge and the charges.

Disciplinary action other than discharge shall be reported to the Steward only.

Section 2.

Following the investigation by the Sheriff, the Corrections Officer considered for discharge or discipline shall not be required to make any statement prior to the hearing called for in Article 9. The Corrections Officer may be represented at such hearing by the Steward or any representative of their own choosing. Exception: the Sheriff can order an employee to answer a question, the employee's answer and the fruits of that answer cannot be used against the employee in a subsequent criminal proceeding. This is known as the Garrity rule.

Section 3.

Any Corrections Officer against whom charges have been made may be either relieved of duty or suspended pending investigation of such charges. Whether a Corrections Officer so charged is relieved of duty or suspended is the sole choice of the Sheriff and their decision is not subject to appeal. If a Corrections Officer is relieved of duty, they may remain on the payroll at their regular salary at the discretion of the Sheriff and shall perform such duties, or no duties, as directed by the Sheriff.

If a Corrections Officer is suspended, they shall be removed from the payroll and shall turn in all departmental equipment. In the event the Corrections Officer is exonerated, they shall be reinstated with back pay based on regular hours (excluding overtime) and with other benefits lost during the suspension and shall be discharged as of the date of the suspension.

Section 4.

"Just Cause" for purposes of discharge includes, but is not limited to, the following:

- (a) Dishonesty
- (b) Recklessness during working hours resulting in serious accident.
- (c) During scheduled working hours, being under the influence of intoxicants, including, but not limited to, alcoholic beverages, or drugs, other than those being taken by the direction of a physician.

In the event a Corrections Officer is charged with being under the influence of alcoholic beverages, they shall immediately submit to a breath test for the purpose of determining the amount of alcohol in their blood. If the result of such test reveals that there is any measurable amount of alcohol in the Correction Officers blood, they shall be deemed to be under the influence of intoxicants. The Corrections Officer shall submit to the appropriate test to determine the presence of a suspected drug/controlled substance. In the event the Corrections Officer refuses to take a breath test immediately, such refusal shall be grounds for discharge.

- (d) CO's shall notify the Sheriff in writing when required to take any medication that may affect their job performance as determined by the prescribing physician. This notification shall include the name of medication, prescribing physician, dosage and duration of the medication. This information may be shared with other members of management at the Sheriff's discretion. Based on the above information, the Sheriff may request a written clearance from the prescribing physician for work. The written clearance shall include a description of the CO's job description as documented by administration. If a CO is unable to attain this medical clearance from their doctor, the CO must use sick time, comp time, vacation time or a combination of the 3 to cover the time they will be off. If a CO receives a written clearance for work from the prescribing physician and the Sheriff still determines the CO unable to work, the CO shall be cleared by a physician approved by the county. This physician shall be at the department's discretion and expense. In the case of a difference of opinion between the prescribing physician and the department supplied physician, a third mutually agreed upon physician shall be consulted for final opinion at the county's expense. If this physician clears a CO to work and the Sheriff still believes the CO is unable, the CO shall receive

administrative leave with pay with no hours to be deducted from comp, sick or vacation time.

Correction Officers are subject to random, irregular urine/blood drug testing at the Sheriff's discretion or upon reasonable suspicion. The results shall be turned over to the Sheriff which may be shared with members of management at the Sheriff's discretion. The urine/blood screen shall be completed at Charlevoix Area Hospital at the county's expense.

- (e) During scheduled work hours, the consumption or use of intoxicants other than as provided by a physician or approved training.
- (f) Unauthorized carrying of passengers in motor vehicles used in Employer's business.

Section 5.

- (a) Any Corrections Officer may refuse to take a polygraph or lie detector.

Factual disputes regarding discharge shall be resolved through the grievance procedure.

ARTICLE 18 PROMOTIONS

Section 1.

The Sheriff, with concurrence of the Board of Commissioners, will make permanent promotions within the Association available to Correction Officers who possess the ability and training for the job under consideration. All such promotions will be made in accordance with the following factors:

- (a) Permanent job openings shall be posted on the bulletin board for seven (7) calendar days. Correction Officers desirous of competing for the job shall personally advise the Sheriff in writing prior to the expiration of three (3) days. Failure to properly advise the Sheriff within the three (3) day period may preclude consideration for the job.
- (b) Each applicant shall take the same written and/or oral examination based upon the job requirements of the position to be filled.
- (c) Each applicant shall be evaluated on the following criteria:

- (1) Appearance
- (2) Attitude toward peers, supervisors, public and prisoners, including but not limited to attendance at work, punctuality, courtesy, understanding and ability to work with peers, supervisors and the public.
- (3) Professional skills, for all promotions, including but not limited to the completion of assigned duties in a satisfactory manner and ability to accurately and completely report both verbally and in writing.
- (4) Initiative, including but not limited to the ability to follow through with assignments with minimal supervision, to initiate activities beneficial to the Office and to deal with unusual and/or stressful circumstances.

Each of the above criteria will be assigned a point value based on the rating as defined by the Employer.:

Section 2.

The performance by any Corrections Officer on the examination for a given position shall not be used for any position other than the specific position for which the examination was given.

Section 3.

In the event no present Corrections Officer has achieved a passing grade on the examination, possesses the skill and ability to perform all of the requirements of the position, or no present Corrections Officer seeks the position within the posting period, the Sheriff may hire a new Corrections Officer for such position.

Section 4.

If a CO accepts a position outside Corrections (example Administration) their seniority shall be frozen at the date of hire into the new position. The employee has 90 days to determine if they wish to continue to fill to position. If the employee then decided to step down from that position and wishes to return to Corrections, they shall receive the seniority they previously earned as long as they have maintained continuous employment with the Sheriff's Office and there is an open CO position to fill. However, no current CO will be discharged or reassigned in order to create this open CO position.

Section 5.

Correction Officers shall receive the rate of pay called for in that job, commencing with first day of assuming the position.

Section 6.

Job assignments pending permanent promotions and job assignments shall be made at Employer's discretion.

ARTICLE 19
LEAVES OF ABSENCE

A Corrections Officer desiring a leave of absence from their employment shall request such leave, in writing, which shall state the reason for such leave and the desired duration. Such leave shall be granted at Employer's discretion. Use of said leave of absence for other than the authorized reason should be grounds for discipline up to and including discharge.

ARTICLE 20
HOURS OF WORK

Section 1.

The normal workday shall consist of eight (8) or twelve (12) hours of work including a meal period of one-half (1/2) hour. If the Corrections Officer desires to leave their work area for the 1/2 hour meal break, they will make up said time at the end of the shift. No more than one (1) Corrections Officer will leave their work area at a time.

Section 2.

A work week shall be a period of seven (7) consecutive calendar days. It is not required that all Correction Officers be scheduled to work in the same work week as all or any other Correction Officers. It is anticipated that different Correction Officers will have different work weeks.

Section 3.

The normal work schedule shall be consecutive work days and consecutive rest days.

Section 4.

- (a) Correction Officers may be required to work overtime but shall not work overtime without authorization from the Sheriff, under sheriff or Jail Administrator.
- (b) Overtime hours shall be divided equally among all Correction Officers in

which the overtime assignment arises. An up-to-date overtime list showing overtime hours and seniority dates shall be posted in the Control Center for review by an Association Representative, the Correction Officers, Sheriff, under sheriff or Jail Administrator.

- (c) Overtime that is to be worked shall be first offered to the Corrections Officer with the least amount of overtime hours first. If refused or the Corrections Officer is unavailable, the next Corrections Officer with the least amount of overtime hours shall be contacted and so on until all the full time Correction Officers within Corrections classification are contacted, at that point the part time Correction Officers may be contacted to fill the shift. If no one accepts the overtime, the regular full time Corrections Officer with the lowest overtime hours will be ordered in.
- (d) A Corrections Officer may, by written communication to the Sheriff, remove him/herself from the overtime list with the understanding that if all other Correction Officers refuse or are unavailable, that Corrections Officer may be ordered in.
- (e) Beginning January 1 of each year, all Correction Officers within the Corrections classification on the overtime list shall return to zero hours. The most senior Corrections Officer shall be placed at the top of the new list and so on until all Correction Officers are listed in order of seniority.
- (f) All new Correction Officers hired after January 1, shall start at the lowest average overtime hours or zero hours, whichever is greater.
- (g) When a Corrections Officer is contacted for an overtime assignment, the list shall reflect accepted, refused, no contact or other circumstances regarding the Correction Officers contact. If the Corrections Officer refuses the overtime, the officer shall be charged for one half the hours offered as though the corrections officer worked them. The next lowest hour Corrections Officer shall then be contacted and so on until the list has been completed. If a Corrections Officer could not be contacted by personal communication, the Corrections Officer shall not be charged for the overtime hours needed and may be bypassed to the next Corrections Officer.
- (h) If a Corrections Officer is on an authorized leave of absence, vacation, sick day, funeral, training or other authorized leave, they shall not be contacted or charged for any overtime that arises while absent.
- (l) No Correction Officer will be ordered to work more than 16 consecutive hours.

(j) Exceptions:

A part-time Corrections Officer may be assigned duties that would normally be performed by a full time Corrections Officer under the following circumstances.

If a regular full time Corrections Officer is on vacation, sick/injured , taking comp days or is at training.

If other circumstances should arise not outlined above, a meeting with the Sheriff and Association shall be arranged in a timely manner to resolve the matter.

Section 5.

Upon the completion of twelve months of employment, a Corrections Officer shall be given preference of shifts in accordance with the following:

- (1) Shift preference shall be communicated in writing to the Jail Administrator during the first ten days of March and September of each year. Shift changes, if any, shall be implemented on the 1st of April and October each year. Failure to timely submit shift preference shall constitute a waiver of all shift preference rights until such time as shift preferences may again be timely submitted.
- (2) Shift assignments will be based upon seniority of timely submitted requests.
- (3) Shift changes not to exceed thirty continuous days may be made when required by the exigencies of administrative requirements including, but not limited to needs created by absences of Correction Officers. As much advance notice as is reasonable under the circumstances will be given.
- (4) During the first twelve months of employment, any Corrections Officer may be assigned to any shift even though a more senior Corrections Officer may have requested such shift and, as a result of such assignment, is not assigned to that shift.

Section 6.

It is agreed that shifts will remain as bid unless deemed necessary by the Sheriff.

Section 7.

For the safety and security of the staff, inmates and public it is agreed that the

Sheriff r will make every attempt to maintain a minimum staffing level of three (3) Correction Officers per shift with exceptions.

Section 8.

The monthly Corrections Officer schedule will be posted a minimum of ten (10) days prior to the beginning of the following month.

ARTICLE 21
WAGES

Section 1.

Correction Officers covered by this Agreement shall be paid an annual salary as set forth herein.

	01/01/2010		01/01/2011		01/01/2012	
3 Years	\$ 19.19	\$39,915.20	\$ 19.38	\$40,314.35	\$ 19.67	\$40,919.07
2 Years	\$ 17.35	\$36,088.00	\$ 17.52	\$36,448.88	\$ 17.79	\$36,995.61
1 Year	\$ 16.20	\$33,696.00	\$ 16.36	\$34,032.96	\$ 16.61	\$34,543.45
Start	\$ 15.00	\$31,200.00	\$ 15.15	\$31,512.00	\$ 15.38	\$31,984.68

Years 1 and 2 reflect a 1% increase and year 3 reflects a 1 ½% increase.

Correction Officers at the maximum rate for their classification prior to Jan 1st, will receive pay increases on Jan 1st of each year. Correction Officers not at the maximum rate for their classification prior to Jan 1, 2007, shall receive an initial increase effective Jan 1st and will receive subsequent level increases on their date of hire anniversary date in addition to the grid raise on Jan 1st of each year of this agreement until they reach maximum for their classification. Thereafter, pay increases shall be on Jan 1st of each year.

A. Shift Differential Pay: Effective 01-01-2007:

7 a.m. - 7 p.m.	0
7 p.m. - 7 a.m.	.50 per hour

B. Shift Differential pay must be submitted for payment in the pay period in which it is earned.

Section 2.

For each hour worked over eighty (80) hours in a pay period, a Corrections Officer shall be paid one and one-half (1½) times their hourly rate of pay based upon their hourly rate or may request compensatory time at the rate of one and one-half (1½) hours per hour of overtime. Compensatory time will be credited at the discretion of the Sheriff, not to exceed a total of 48 hours at any time. Compensatory time may be taken when mutually agreed upon between the employer and the employee.

Section 3.

In the event a Corrections Officer is promoted to a classification having a higher top rate of pay than the classification which is being left, the Corrections Officer shall be paid their present salary or the starting salary of the classification to which they is promoted, whichever is higher. Thereafter, the rate of pay shall progress according to the schedule and the Correction Officers time in that classification unless following the schedule would result in a decrease in pay, in which event the salary will remain the same.

Section 4.

Except when immediately before or after scheduled hours, in the event a Corrections Officer not scheduled to work is called in to work, said Corrections Officer shall be guaranteed a minimum of two (2) hours pay.

Section 5.

In the event a Corrections Officer is overpaid or otherwise receives benefits to which they is not entitled, the Employer is authorized to deduct from the Correction Officers wages the overpayment or the value of the benefits received. If there is a dispute either as to whether the Correction Officer was entitled to the overpayment or the benefits, such dispute must be raised by the Corrections Officer through the grievance procedure. If so raised, the Employer's right to deduct shall not be effective until the dispute is resolved through the grievance procedure.

If the amount to be repaid is Twenty-Five Dollars (\$25.00) or less, it will be deducted from the next paycheck. If the amount to be repaid is more that Twenty-Five dollars (\$25.00) and less than Fifty Dollars (\$50.00), it will be deducted in approximately equal amounts from the next two paychecks. If the amount to be repaid is Fifty Dollars (\$50.00) or more, it will be deducted in amounts of Twenty-Five dollars (\$25.00) per paycheck with any remainder of not more than Twenty-Five Dollars (\$25.00) to be deducted from the final paycheck necessary to complete repayment.

Section 6.

Retroactive pay shall include regular salary, overtime pay and holiday pay.

Section 7.

Whereas the Sheriff and the Association recognize the position of four (4) Team Leaders within the Association. The pay for Team Leader shall be as follows:

The base pay shall be 2% greater than the base pay of the top hourly Corrections Officer rate. At no time will the hourly base of a Team Leader be less than that of the top Corrections Officer's hourly rate.

ARTICLE 22
VACATIONS

Section 1.

Correction Officers shall be entitled to vacation with pay in accordance with the following schedule:

Seniority	Vacation Period
After the completion of 1 Year	40 working hours
After the completion of 2 Years	80 working hours
After the completion of 5 Years	120 working hours
After the completion of 10 Years	160 working hours
After the completion of 11 or more years -	Add eight (8) hours of vacation period for each year up to a maximum of 200 hours vacation period.

Section 2.

The vacation period to which a Corrections Officer is entitled will be determined by their seniority based upon their most recent date of hire.

Section 3.

- (1) Vacation pay shall be based upon the Correction Officers annual salary in effect at the time of scheduling.
- (2) A Correction Officer may be paid for a maximum of forty (40) hours buy out per year or may carryover a maximum of forty (40) hours at the end of the year at the request of the Corrections Officer. However vacation request must have been denied at least once (1) during the year. July and August are exempt months by the Sheriffs policy.

Section 4.

Vacations will be scheduled by Employer. Seniority and expressed preferences will be considered in scheduling. Correction Officers shall submit to the Jail Administrator on or before January 31st of each year their preferences for vacation. Preferences submitted after that date shall be considered in chronological order, regardless of seniority, but after all those submitted before that date. A response of approval, pending or denial shall be returned to the requesting officer within a week of the request to aid in the officers planning. No Corrections Officer will be allowed vacation or comp time of more than eighty (80) hours during the eight (8) week period of July and August unless no other Corrections Officer requests such time.

Section 5.

Upon discharge for just cause, or upon quitting without at least fourteen (14) days notice to the Sheriff, or under circumstances set forth in Article 7, Section 5(b) through (f), a Corrections shall not be entitled to receive pay for unused vacation to which they may be entitled. Upon termination for other reasons, Correction Officers shall be entitled to pay for unused vacation to which they are entitled.

ARTICLE 23
HOLIDAYS

Section 1.

The following days shall be designated and observed as holidays:

New Year's Day
Memorial Day
Independence Day
Good Friday
Labor Day
Thanksgiving Day
Christmas Day
Correction Officers Birthday
Veteran's Day
Easter

Section 2.

- a. All regular full time corrections officers who work on a holiday shall receive straight time pay plus 1 ½ times their straight time pay or compensatory time for each hour worked. Said hourly pay shall be based upon the hourly rate in effect on said holiday.
- b. All regular full time Correction Officers who do not work on a holiday

shall, at the Correction Officers option, receive eight (8) hours straight time pay or compensatory time.

- c. If the holiday starts after the shift begins or ends during the shift, the Correction Officer will be paid for the entire shift. If the Correction Officers next shift is still the holiday they will only be paid holiday pay for one of the shifts.

ARTICLE 24 RETIREMENT BENEFITS

The Employer shall continue the retirement benefits presently provided for all regularly employed full time Correction Officers for the duration of this Agreement.

- a. Effective July 1, 1999: The Employer would adopt the F50-25 rider with the Employee paying the 2.2% of the cost of the F50-25 rider and the employer paying the cost of the B-4 plan.

Upon retirement, separation from the Office or death, Correction Officers who have been employed for at least ten (10) full years shall receive a lump sum of \$100.00 for each full year of employment in the Charlevoix County Sheriff's Office. The Employer would pay the retired Corrections Officer up to a maximum of \$3,000.

In the event of death, payment will be to the Correction Officers beneficiary.

ARTICLE 25 HOSPITALIZATION AND LIFE INSURANCE

Section 1.

During the term of this Agreement, Employer shall continue in force for all regularly employed full-time Correction Officers \$10,000 AD & D Insurance through the National Sheriff's Association. Premiums for such insurance shall be paid by the Employer.

Section 2.

During the term of this Agreement, Employer shall provide for all regularly employed full-time Employees insurance as follows:

- a. Blue Cross-PPO
- b. Married couples under the same insurance within the Office would be paid 50% per month payback if one or the other person drops the coverage. If the member chooses to be enrolled in another insurance coverage, the member

may opt out of the County plan. If the member does opt out then the member shall receive the 50% payback option. If the member decides to return to the county insurance program they may do so at the level they were hired in with.

- c. Prescription Rider- co-pay. the same as county employees
- d. Full-time employees hired after 01 January 2007 shall receive full coverage for the member and 60-40 for family members. 60% to be paid by the employer and 40% by the employee. Current part-time employees that are hired after this date as full-time Corrections Officers shall receive full benefits for employee and family members as if they were hired before the cutoff date.
- e. At no time will the level of benefits drop below those of other county employees.

Section 3. Dental Insurance

The Employer shall provide for eligible Correction Officers Plan C, Delta Dental Plan of Michigan, generally described as follows:

Plan C

Class I, preventative, diagnostic and emergency palliative-100 percent; the balance of Class I Benefits including radiograph - 50 percent.

Class II, prosthetics - 50 percent.

Maximum Contract Benefit - \$750 per person total per contract year on Class I and II Benefits.

Section 4. Sickness and Accident Insurance

Provided that all eligible Correction Officers enroll, as soon after execution of this Agreement as reasonably possible, the Employer shall provide for eligible Correction Officers a sickness and accident insurance program generally described as follows:

- (a) disability income equal to 60%of basic weekly earnings.
- (b) disability income benefit starting the first (1st) day of disability absence due to injury or on eighth (8th) day (or subsequent to the next after the sick time has been used)
- (c) twenty-six (26) week maximum indemnity period.
- (d) Life Insurance of not less than \$10,000 with not less than an additional \$10,000 accidental death and dismemberment.

Section 5.

The Employer's obligations under Sections 1 through 4 of this Article are limited to the timely payment of premiums when due. Benefits provided shall be as set forth in

the relevant policies of insurance.

ARTICLE 26 GENERAL PROVISIONS

Section 1. Equipment

- (a) Employer shall not require that a Corrections Officer operate in the line of duty a vehicle reported to be not in safe operating condition. Upon such refusal, the Sheriff or, in his absence, the Under sheriff, shall, as soon as practicably possible, deliver the vehicle to a reputable automobile dealer of Employer's choice who shall determine whether the vehicle is in safe operating condition, the Corrections Officer shall operate it.
- (b) Correction Officers shall report immediately or at the end of their shift all defects in or damage of equipment. Reports shall be made on forms provided by Employer and a copy shall be given to the Corrections Officer.

Section 2. Accidents

Correction Officers shall report immediately the occurrence of any accident in which they is involved and the nature and extent of personal injury or property damage. Correction Officers shall provide in writing a report of said accident incorporating all information requested by Employer.

Section 3. Facilities

Employer will furnish wash and locker facilities at the Sheriff's Office. Upon notification of the Corrections Officer or, in the event they cannot be reached, the Steward, the Sheriff shall have access to lockers. The Corrections Officer whose locker is to be opened or, in their absence, the Steward shall have the opportunity to be present at the opening. Lockers shall be marked with the name of the employee, unmarked lockers will be opened without notice by the Sheriff or his designee.

Section 4. Transportation/Meals

Where a Corrections Officer is directed by Employer to use their own transportation, they shall be reimbursed at the county mileage rate. Said Corrections Officer shall also have a meal allowance at the rate of twenty-five dollars (\$25.00) per day, or the County rate whichever is greater. Original receipts must be provided for all reimbursement requests.

Section 5. False Arrest Insurance

The Employer shall maintain as to those Correction Officers who are subject to

the hazard of false arrest the presently in force insurance protection against false arrest with limits of One hundred thousand dollars/three hundred thousand dollars (\$100,000.00/\$300,000.00).

Section 6. Furnishing of Equipment

The Employer shall furnish all required equipment necessary for the performance of Correction Officers duties.

Section 7. Education

- (a) A Corrections Officer required by Employer to attend any school shall continue to receive their salary during schooling. However, during schooling the Corrections Officer shall not be entitled to overtime pay.
- (b) The Employer will provide tuition, reasonable expenses, required text books and transportation for required schooling. In the event the Corrections Officer is required to provide their own transportation for schooling, they shall be reimbursed at the County mileage rate for necessary trips to and from the school site.
- (c) The Employer will post opportunities for training supported by it. The Association will be responsible for removing such postings. The selection of Correction Officers for such training will not be arbitrary or capricious.
- (d) Mandatory training, training or educational opportunity available to maintain certification currency, and offered training not available during the officers regular scheduled work hours shall be compensated at the officers preference, either by compensatory hours (1 for 1) or regular pay. Training not offered by the Office shall be approved by the Jail Administrator prior to the officer's attendance. Training and travel will be paid at straight time.
- (e) The Employer will pay for overnight lodging for any school that is over seventy-five (75) miles from the city of Charlevoix.

Section 8. Service Records

The Employer agrees to keep records of service reflecting the performance of each Correction Officer, including, but not limited to, citations for meritorious service awarded to those Correction Officers so entitled.

Neither the County nor its Correction Officers shall disclose as a matter of public

record all or any portion of the contents of a Correction Officers personnel record except pursuant to lawful order, shall commence with the conclusion of the special conference or the date of notice to the Association, whichever is later.

Section 9. Uniforms

All Correction Officers shall receive the following uniforms, which shall be replaced by employer as needed at the discretion of the Employer

- (a) Probationary employees: 3 pants, 3 winter shirts, 3 summer shirts
- (b) Permanent employees: 4 pants, 4 winter shirts, 4 summer shirts.
- (c) Cold weather jacket (initial issue only, prior to onset of cold weather.
- (d) Duty belt with accessory holder,.
- (e) Upon qualification or certification:
 - 1. handcuffs w/case
 - 2. pepper spray with pouch
 - 3. duty service weapon with magazines, holster and magazine pouch. (second year of contract)
- (f) Unless already in the possession of the Correction Officer, one (1) class A shirt, complete with necessary badge and collar brass, will be issued for use in Court or other special events.
- (g) County will pay \$100.00 towards footwear in January 2010, \$100.00 in January 2011 and \$100.00 in January 2012. If replacement footwear is purchased after January 01, 2008 the county will pay up to an additional \$50.00 per year if a receipt is submitted showing the corrections officer paid more than the initial \$100.00 allowed.

The cost of dry cleaning duty uniforms shall be paid for by the Employer, with a maximum of three (3) uniforms per week. Winter coats will be cleaned on an as needed basis.

Section 10. Rest Periods

Correction Officers shall be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of emergency. Officers shall not be required to work three consecutive shifts; twenty-four (24) hours.

Section 11. Firearms Training

Corrections Officers shall have mandatory firearms training and qualification a minimum of twice a year. The Firearms Instructor may conduct training during any shift. Corrections officers carrying a weapon are required to obtain and maintain a valid CCP license. Failure to do so may result in disciplinary sanctions up to and including discharge.

Section 12.

Correction Officers shall not be charged for loss or damage of Employer's property or material rented or leased by Employer unless clear proof of negligence is shown.

Section 13.

The Employer shall provide safety and first aid materials for each vehicle. It is the responsibility of each Corrections Officer to advise the Employer in writing when such material is deficient or defective.

ARTICLE 27
SEPARABILITY CLAUSE

It is mutually agreed that if any Section of any Article of this Agreement is declared null and void, the remaining Articles and Sections thereof shall remain in full force and effect. In the event any State or Federal authority has enacted or shall enact any legislation or has promulgated or shall promulgate any rules or regulations which make illegal any provision of this Agreement. Such provision shall, on ten (10) days notice by either party, be subject to negotiation by the parties in order that such offending provisions may be modified or deleted, as the case may be, to conform to such legislation, rules or regulations.

ARTICLE 28
DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT

Section 1.

This Agreement is effective as of its date of execution. This Agreement expires at midnight September 30, 2012.

Section 2.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the terminations date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

Section 3.

If either party desires to modify, alter, renegotiate, amend or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of

amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by agreement or withdrawal at that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty five (45) days prior to the termination date.

Section 4.

Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Association, in care of: Charlevoix County Correctional Officers Association, Attention: Steward, 1000 Grant St. Charlevoix, MI 49720, and if to the Employer, addressed to Chairman, Charlevoix County Board of Commissioners, 301 State Street, Charlevoix, Michigan 49720, or to any other such address the Association or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this _____ day of _____, 2010.

CHARLEVOIX COUNTY BOARD
OF COMMISSIONERS

CHARLEVOIX COUNTY CORRECTIONAL
OFFICERS ASSOCIATION

Joel Evans
Chairman

Scott Miller
Steward

Cheryl Potter Browe
County Clerk

Trudi Sauve
Assistant Steward

CHARLEVOIX COUNTY
SHERIFFS OFFICE

W. D. Schneider
Sheriff

