

ROUTING SHEET

DATE SENT TO COUNTY CLERK FOR FILING 5-7-09

CONTRACT BEGIN DATE: 1-1-08

CONTRACT END DATE: 12-31-11

VENDOR NAME: POAM Deputies Labor Contract

INDEX: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION # 67-2009  
(If unknown, enter date County Board approved the contract \_\_\_\_\_)

APPROVED BY MOTION? \_\_\_\_\_, IF YES, WHEN \_\_\_\_\_

FUND/DEPT/LINE ITEM: \_\_\_\_\_

ORIGINATOR: \_\_\_\_\_

TERMS

FREQUENCY: \_\_\_\_\_ PAYMENT AMT \_\_\_\_\_

ANNUAL AMT: \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*THIS SHEET MUST ACCOMPANY ANY CONTRACT OR AGREEMENT FILED IN THE COUNTY CLERK'S OFFICE.

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS AND THE SHERIFF  
OF  
GRAND TRAVERSE COUNTY

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

DEPUTIES' BARGAINING UNIT

For the period January 1, 2008 through December 31, 2011

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## **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 Police Officers Association of Michigan, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

## **PREAMBLE**

This Agreement 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 the Union 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 Act 312 eligible full time and regular part time Deputies of the Sheriff's Department of Grand Traverse County excluding: the Sheriff, Undersheriff, Captains, Lieutenants, Sergeants, Reserves, Administrative Staff and other temporary employees.

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

- A) **Regular Full-Time Employee:** Employees normally scheduled to work eighty (80) hours or more per two week period shall be subject to all the terms of this Agreement.
- B) **Regular Part-Time Employee:** Regular scheduled part-time employees shall be defined as those employees regularly scheduled to work at least thirty-seven and a half (37.5) and less than eighty (80) hours every two weeks. Regular scheduled part time employees shall not be used to displace full time positions or for the purpose of avoiding overtime payment to regular full time employees. Regular scheduled part time employees shall be subject to all the terms of this Agreement.
- C) **Temporary Employees:** Temporary employees shall be defined as those employees hired for a specific project or a specific period of time not to exceed one hundred eighty (180) calendar days, unless extended by mutual agreement. Temporary employees shall not be used to displace full time positions or for the purpose of avoiding overtime payment to regular full time employees. Temporary employees shall not be subject to the terms of this Agreement, and shall not be covered by the provisions of this Article.
- D) **On Call Employees:** On call employees shall be defined as those employees who work on an irregular basis. Such employees shall not be subject to the terms of this Agreement. Employees classified as on call employees shall be used only to supplement the full time work force and shall not be used to avoid the payment of overtime to full time employees or to displace regular full time employees. On call employees may be used in the event of a leave in excess of five consecutively scheduled work days by any regular employee.

## **ARTICLE II** **MANAGEMENT RIGHTS**

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



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

**Section 2.3 Enforcement of Handicap Parking Laws** The enforcement of Handicapped Parking laws may be assigned to other personnel as allowed by State law.

### **ARTICLE III** **UNION SECURITY**

**Section 3.1 Agency Shop:** As a condition of continued employment, all employees included in the Collective Bargaining Units set forth in Article 1, thirty-one (31) calendar 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 equal to the cost of negotiating and administering this agreement, which shall not exceed the amount of the Union dues.

**Section 3.2 Union Membership:** Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit 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 or the service fee from the pay of each employee who executes and files with the County a proper checkoff authorization form.
- B) The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.
- C) A properly executed copy of the written check-off authorization form for each employee for whom dues or 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.
- D) Deductions for dues or service fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.

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

#### **ARTICLE IV** **REPRESENTATION**

**Section 4.1 Board Members:** The Employer agrees to recognize the President and Executive Board Members as representatives of the bargaining unit. Said Board Members being members of the bargaining unit with two or more years of service and elected by the bargaining unit. The duties of the Board Members shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure. Compensation for lost time for bargaining shall be limited to three (3) employees. For purposes of shift bid, layoff and recall, the Union President shall have super-seniority.

**Section 4.2 Union Responsibility to Advise Employer of Representatives** The Union will furnish the Employer with the names of its Executive Board who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the identity of the individual representatives of the Union, and the Employer shall not be required to recognize or deal with anyone 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, Executive Board and any outside parties mutually agreed upon. 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. All grievances must be filed within five (5) days after occurrence of the circumstance 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 1: Any employee having a complaint in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or Executive Board Member must first discuss the matter orally with the Division Commander or his/her designee.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on the regular grievance form provided by the Union, signed by the employee and presented to the Sheriff or his/her designee within five (5) working days of receipt of same by the President or his/her designee. The Sheriff, or his/her designee, will confer with the County Human Resources Department and then answer said grievance within ten (10) working days of receipt of same.

**Section 6.2 Time Limits, Period of Back Pay, and Initial Step for Disciplinary Discharge or Suspension:**

- A) Any and all grievances resolved at any step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.
- B) The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits procedure is not followed by the Union the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance may be advanced to the arbitration step. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.
- 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 five (5) working days after receipt of such pay period in question.
- D) When an employee is given a disciplinary discharge or disciplinary suspension the Executive Board and the employee will be promptly notified in writing of the action taken.

- E) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation that he/she may have received from any source during the period in question.
- F) The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the Executive Board Member who must necessarily be present for direct participation in grievance adjustments with management. Such Executive Board Member shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- G) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- H) The parties hereby agree that once an employee has elected to pursue a remedy by State Statute or County Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties and the employee. This shall not include Unfair Labor Practices, or issues before the Michigan Employee Relations Commission.

**Section 6.3 Strikes and Walkouts:** It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be disciplined up to and including discharge by the Employer.

It is understood that any disciplinary action taken by the Employer pursuant to this Section is subject to the grievance and arbitration procedure only on the question of whether the prohibited conduct occurred, not the penalty for such conduct.

## **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 ten (10) calendar days after receipt of the last step answer, with written notice to the Employer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation Conciliation Service in accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing.

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

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator.

The expenses of the Arbitrator shall be shared equally by the parties, however if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees relating to such cancelation. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

**Section 7.2 Appeal:** The Arbitrator's decision shall be final and binding on the Union, on all bargaining unit employees and on the Employer and there shall be no appeal except in the very limited circumstances provided by law.

## **ARTICLE VIII** **DISCIPLINE AND DISCHARGE**

**Section 8.1 Progressive Discipline:** No employee shall be disciplined, suspended, demoted, or discharged except for just cause. It is mutually agreed that progressive discipline 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 Review of Suspension or Discharge:** The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Executive Board member on or outside the Employers premises, at the Employer's discretion, upon such discharge or suspension. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the Executive Board member.

**Section 8.3 Initial Step for Discharge or Disciplinary Grievances:** Should a non-probationary employee who has been discharged or given a disciplinary suspension 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 8.4 Polygraph Test:** No employee will be required to take a polygraph test and such refusal will not be used against him/her.

**Section 8.5 Precedent:** Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

## **ARTICLE IX** **LAYOFF AND RECALL**

### **Section 9.1 Layoff:**

A) The word "layoff" means a reduction in the work force. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are MCOLES Certified and capable of performing the work required.

1. Temporary employees;
2. Regular Part Time employees
3. Probationary employees

Remaining seniority employees within the classification affected shall then be laid off, in the order of their classification seniority.

B) When full-time employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.

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

**Section 9.2 Required to Take Recall:** A laid off full-time seniority employee, if recalled to a job identical in rate to the job from which he/she was laid off within the bargaining unit, and provided said employee has the MCOLES Certification and is capable of performing the work required, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

**Section 9.3 Order of Recall:** The order of recalling of laid off full-time seniority employees shall be in the inverse order in which the employees are laid off and shall be subject to the requirement that the employee is MCOLES Certified and capable of performing the work required.

## **ARTICLE X** **LEAVES OF ABSENCE**

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

continuously for the Employer for one (1) year or more shall be granted a leave of absence.

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

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

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

All leave requests shall state the exact date on which the leave begins and the projected 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 by the Employer that extension of time is necessary and just.

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

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

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

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

The re-employment rights of employees will be limited by applicable laws and regulations. Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to him/her before going on unpaid leave.

**Section 10.2 Medical Leave** Leaves requested due to illness or medical disability (including maternity) must be accompanied by a doctor's certificate that the employee is unable to work. Employees returning to work must present a doctor's statement indicating the employee's ability to perform the essential functions of the position as required by the Employer. Accumulated sick leave may be used for such leave until exhausted.

### **Section 10.3 Military Leave**

Military leave shall be granted in accordance with applicable State and Federal laws.

- A) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve are called for

reserve duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they shall receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.

- B) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

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

- A) Seniority will continue to accrue to the employee.
- B) Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees to the Employer.

**Section 10.5 Union Business:** Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed two (2) employees at any one time and the number of working days for all employees shall not exceed seven (7) in any one (1) calendar year.

**Section 10.6 Education** An employee wishing to further his/her education in 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 10.7 Bereavement Leave**

- A) When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse, the employee, on request, will be excused with pay for any of the first three (3) (pro-rated for part-time employees) normally scheduled working days immediately following the date of death, provided he/she attends the funeral. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence utilizing available leave banks. If no accumulated leave is available, such additional leave may be taken without pay.
- B) An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of shift or other premiums, that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.



**Section 10.8 Personal Leave** Each regular full-time and regular part-time (on a pro-rated basis) employee hired or who transfers into the bargaining unit on or after May 1, 1995, and each current employee who has made a written, irrevocable selection of the Short Term Disability Plan by June 1, 1995, shall be granted sixty-four (64) hours of personal leave each year in the first pay period which is 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 sixty-four (64) hours 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 the beginning of the shift 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 work days, a statement from a physician may be required by the employer. Employees who establish a pattern of misuse of sick leave may be required to submit a statement from a physician to verify such illness.

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

## **ARTICLE XI** **SENIORITY**

**Section 11.1 Definition** Seniority with the county shall be defined as the length of the employee's continuous service with the Employer commencing from his/her last date of hire. Seniority for part time employees will be pro-rated based on the employee's full time equivalent (FTE). Classification seniority shall mean the length of continuous full-time 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.

### **Section 11.2 Probationary Period**

- A) All new full-time and regular part-time employees shall serve a probationary period of two thousand eighty (2080) hours, exclusive of overtime. The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
  
- B) If an employee is absent from work due to illness or other reasons for a period of seven (7) regularly scheduled working days or longer, such period of his/her absence shall be added to the probationary period.

- C) During the probationary period an employee shall be eligible for employee benefits consistent with plan documents and County policies, unless expressly provided otherwise in this Agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall be put on the seniority list and such seniority shall be as of his/her last date of hire.

**Section 11.3 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. Any employee who believes that his/her employment date or relative position on the list is incorrect, shall report so to Human Resources in writing within thirty (30) calendar days of the dated posting, or such list shall stand approved as posted.

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

- A) He/she quits or retires and upon quit, is not rehired by the Sheriff within thirty (30) days.
- B) He/she is discharged or terminated and the action is not reversed.
- C) He/she is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This is not to be construed as limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.
- E) The employee is on a layoff for more than twelve (12) months (twenty-four (24) months for employees with at least ten (10) years of classification seniority) or the length of the employee's seniority, whichever is less.
- F) The employee is on Workers' Compensation for more than thirty-six (36) months (twenty-four (24) months for employees hired after March 17, 2009) or the length of the employee's seniority, whichever is less.
- G) He/she is convicted of or pleads guilty or no contest to a felony.

**Section 11.5 Disciplinary Actions.** Disciplinary actions resulting in suspensions without pay of thirty (30) days or more shall result in an adjustment of the employee's seniority commensurate with the length of suspension.

**ARTICLE XII**  
**LONGEVITY COMPENSATION**

**Section 12.1 Grandfathered Plan B** All employees hired prior to April 1, 2006, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

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

**Section 12.2 Grandfathered Plan A** For those employees hired prior to October 18, 1988, and who selected Plan A on the "Employee Election of Longevity Pay Plan" prior to January 16, 1989, a longevity bonus shall be payable as a separate check on the first pay date in December in accordance with the following schedule:

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

This payment shall be prorated over the remainder of the calendar year in which completion of the 10 years (or 15 years) service occurs.

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

**ARTICLE XIII**  
**HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE**

**Section 13.1 Hours** The regular schedule of an employee's work shall consist of an average of not more than eighty (80) hours for two week pay periods. The normal day consists of a minimum of eight (8) continuous hours, inclusive of a one half hour paid meal period. It is recognized and understood that deviations from the regular schedules of work may be necessary as a result of a temporary shortage of manpower and law enforcement exigencies. A "day" starts at 2100 hours and ends the next day at 2059 hours. If the shift hours change, a "day" will start at the beginning of the first shift, commonly referred to as the midnight shift.

**Section 13.2 Breaks** Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department, and which shall not carry over or accumulate.

**Section 13.3 Overtime** If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause. Overtime shall be paid under the following conditions:

- A) Daily - All work performed in excess of eight (8) hours in any twenty-four (24) hour period as authorized and approved by the Employer.

Those employees who, by mutual agreement of the employee and the Employer, work a ten (10) hour day shall receive time and one half (1 1/2) for hours worked in excess of ten (10) hours in any twenty-four (24) hour period as authorized and approved by the Employer.

- B) Periodically - All work performed in excess of one hundred and sixty (160) hours in any twenty-eight (28) calendar day scheduled period, with the exception of change-over when an employee may be required to work eleven (11) days in a pay period when advancing schedule leave days. Hours are defined as hours actually worked. There shall be no pyramiding of overtime.
- C) The rate of overtime pay shall be one and one half (1 1/2) times the employee's regular hourly rate, excluding all forms of premium pay.
- D) Employees who are entitled to overtime pay at their overtime rate of pay as provided in this Agreement, shall, at their option, be credited with an equivalent amount of compensatory time in lieu of money payment. An employee may bank compensatory time to a maximum of forty (40) hours. Compensatory time may be requested by the employee, and the Sheriff, at his/her discretion may grant compensatory time off when workload and scheduling may permit.
- E) When overtime is offered due to vacant shifts, manpower shortages or transports and overtime pay is applicable, it shall be distributed as equally as possible among qualified employees within a reasonable period of time and within the classification affected. For purposes of Article XIII, all Employees within the classification are considered "qualified" so long as they are able to perform all the duties required as part of the overtime assignment and have not had their law enforcement powers removed by the Sheriff as the result of disciplinary issues, regardless of any arbitration decision.
- F) An overtime distribution sheet shall be kept current within the classification affected, except for the detective division. Overtime worked or refused shall be added to the overtime distribution sheet within a period of four days.
- G) Overtime that is known prior to the start of the shift and which results in premium pay will be equalized amongst employees working that shift. Overtime occurring after the start of the shift and resulting in less than eight hours of premium pay shall be considered an extension of the shift and shall not be subject to subparagraph H, and will be equalized among qualified employees working on that shift. This paragraph does not apply to posted overtime.
- H) When an overtime assignment occurs, the qualified employee with the lowest number of overtime hours worked in the overtime distribution book for the classification affected shall be offered the overtime. If the employee refuses, he/she will be charged with those hours as if worked. This procedure shall be repeated until the lowest three (3) eligible full time employees in the overtime distribution book have been offered the overtime. In the

event that none of the lowest three (3) employees accept the overtime, or cannot be contacted, the overtime may be offered to any full time employee of the Bargaining Unit on a volunteer basis. If no full time volunteer can be found, the overtime may be offered to any part time employee of the Bargaining Unit on a volunteer basis. If a volunteer or part time employee cannot be located in a reasonable amount of time, the lowest employee contacted on the equalization list will be ordered in. If this employee has already refused the overtime, he or she will be credited with eight (8) hours refused time, and eight (8) hours worked on the overtime distribution chart.

Part time employees may be held over at the end of their shift if there is not a full time employee immediately available to fill the need. Part time employees should not be held over for more than four (4) hours.

When an available overtime sheet is posted, a reasonable cut off date shall be set for the full time employees of the Bargaining Unit. After that date, the part time members of the Bargaining Unit, or other qualified employees of the department may bid for the available overtime.

**Section 13.4 Shift Assignments** Shift assignments for Patrol Officers, except Community Police Officers (CPOs), will be made on a one hundred-twelve (112) day basis. The Employer shall endeavor to make bid assignment awards (Bid Award Date) one full bid period (112 days) prior to the start of the new work period being bid. Officers shall indicate their shift preference thirty (30) days prior to the Bid Award Date to allow for coordination of bids and vacation requests.

Determination of the shift assignments shall be based on the employee's preference according to his/her seniority within the Division. Those eligible must have completed at least one year of service within their classification.

The Employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department. The Employer maintains the right to make temporary assignments in mid bid due to extended illnesses, injuries, training, promotions, vacancies, vacations, probationary employee status, mass illness, and for natural and manmade disasters. When possible, 30 days prior notice shall be given to the employee when such changes affect vacations, to accommodate the employees and the shift.

An employee may request a shift preference at the first selection period after he/she has completed one (1) year probationary period.

Community Police Officer (CPO) status will be determined solely by the Employer.

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

**Section 13.6 Field Training Officers Administrative Leave** Deputies serving as Field Training Officers (FTO's) shall be compensated by receiving sixteen (16) hours of comp time per training step. Comp time awarded will be prorated based on the length of the training step, which length is normally one hundred sixty (160) hours. If two FTOs "split" a recruit's training step, the Field Services Lieutenant will determine what percentage of the sixteen (16) comp hours each FTO receives.

**ARTICLE XIV**  
**HOLIDAY PAY**

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

New Year's Day	Thanksgiving Day
Easter Sunday/Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	Floating Holiday

Employees who are assigned to 7 day operations will celebrate Easter Sunday, those assigned to a Monday through Friday schedule shall celebrate Good Friday.

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

- A) Be actively working (e.g. not on lay off, suspension or any other unpaid leave), on RDO, or on a paid leave of absence (excluding leaves covered by Short-term Disability or Worker's Compensation Insurance) on the date the holiday occurs; and
- B) Work their scheduled day before and their scheduled day after a holiday.

**Section 14.3 Not considered as Time Worked** No holiday for which an employee is paid and during which he/she did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him/her.

**Section 14.4 During Paid Leave** Holidays occurring during an approved paid leave shall not be charged against the employee's leave bank provided the eligibility requirements for the holiday as defined in Section 14.2 are met.

**Section 14.5 Pay When Required to Work** Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one half (1 1/2) for all hours worked.

**Section 14.6 Rate for Paid Holidays** Employees who do not work on the holidays and who meet the eligibility requirements, shall be compensated for such holiday based on eight (8) hours pay (pro-rated for part-time employees) at the straight time hourly rate, excluding premiums, of the particular employee.

**Section 14.7 Scheduled to Work But Doesn't** When an employee is scheduled to work on one of the holidays or the day observed in lieu thereof, if any, and does not work as scheduled, he/she shall not receive the pay for such holiday.

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

**Section 14.9 Floating Holiday** One floating holiday shall be credited to the employee as of January 1st 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 XV**  
**VACATION**

**Section 15.1 Paid Vacation Schedule** Employees working under this Agreement shall receive paid vacations in accordance with the following schedule provided they are eligible and pro-rated based on their regular FTE:

**VACATION SCHEDULE**

<u>YEARS OF SERVICE</u>	<u>DAYS</u>	<u>(HOURS)</u>
Less than 3 years	10	(80)
3, but less than 5 years	12	(96)
5, but less than 10 years	15	(120)
10, but less than 15 years	17	(136)
15, but less than 25 years	20	(160)
25 or more years	25	(200)

**Section 15.2 Credit of Vacation Accrual** Vacation leave will be credited bi-weekly to the employee's "bank" based upon the employee's Service Date and in accordance with the above schedule up to a maximum carry-over of 20 days on the Employee's Service Date.

**Section 15.3 Illness during vacation** If an employee becomes ill and/or is under the care of doctor during his/her vacation, he/she may choose to use personal leave or sick leave rather than vacation leave for that period of time. A doctor's statement may be required by the Employer. His/her vacation for the number of days so utilized may be rescheduled.

**Section 15.4 Waiver of Vacation** A vacation may not be waived by a employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the maximum carry-over provision of Section 15.2 will not be invoked, provided the employee utilizes the excess hours within thirty (30) calendar days.

**Section 15.5 Scheduling of Vacations** In order to consider the wishes of employees by seniority when scheduling vacations, and taking into consideration the needs of the department, requests for vacation shall be submitted in conjunction with shift bids. Such vacation requests

will only be considered for award for the time period affected by the shift bid. Such requests must be submitted no later than thirty (30) days prior to the shift Bid Award Date for the work period affected. Vacation periods will be awarded by the Division Commander to assure that awarded vacation periods will not interfere with the efficient operation of the Department.

Vacation requests made outside of these guidelines will be handled on a case by case basis by the Division Commander.

The Employer may call employees back from vacation in the event of a natural or manmade disaster.

**Section 15.6 Payment of Vacation Bank upon Termination:** Upon termination of employment due to resignation, death, retirement or dismissal, an employee, employee's spouse, designated beneficiary or employee's estate, shall be compensated in wages for all unused vacation leave through date of termination that such employee has accrued.

**Section 15.7 In Conjunction with Regular Days Off** Employees shall be permitted to schedule their vacation in conjunction with their regular pass days. Pass days in this situation shall be considered as part of the total vacation period.

**Section 15.8 Maximum Length of Vacation:** In an effort to assure all employees a reasonable opportunity to request the vacation periods consistent with their personal needs, the employer reserves the right to approve vacations up to a maximum of two consecutive weeks. Vacation requests which exceed two weeks will be held for final evaluation by the Division Commander until all other vacation requests have been submitted.

## **ARTICLE XVI** **SICK LEAVE PAY**

**Section 16.1 Eligibility for Sick Leave Pay** Employees who are grandfathered under the old sick leave plan shall earn paid sick days at the rate of one (1) day per month. Sick days shall be "banked" for future use with no maximum. Sick leave shall be granted only for absence from duty because of personal illness, visits to the doctor or dentist, legal quarantine, or illness in the immediate family. Sick leave for illness in the immediate family may be charged for up to two (2) days per illness if the employee is the only person available to render such care. For purposes of this section, an immediate family member shall be deemed to be spouse, children, parents, or guardian who lives with or under the support of the employee.

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

**Section 16.3 Pay out upon Death or Retirement** Upon retirement or death of an employee, the employee or the employee's estate, shall be paid at the employee's regular rate of pay fifty percent (50%) of any balance up to a maximum payout of four hundred eighty (480) hours.



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

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

**Section 16.6 Frozen Sick Banks** Employees hired or who transfer into the bargaining unit on or after May 1, 1995, or current employees who have made a written, irrevocable selection of the Short-term Disability Insurance Plan by June 1, 1995, shall have their sick banks frozen and shall not be eligible for sick leave accumulation as described in this article. Frozen sick banks may be used in the following instances:

1. For absences after the personal leave hours have been exhausted.
2. For regularly scheduled hours during the first seven calendar days when an employee qualifies for the Short Term Disability Insurance coverage.
3. When an employee qualifies for the Short Term Disability Insurance coverage, but chooses to use their frozen sick bank first.

Any balance left upon retirement (under the County's retirement plan or eligible for drawing social security) or upon death shall be paid at the rate of one half of any unused hours at the prevailing hourly rate of the employee, up to a maximum payout of four hundred and eighty (480) hours.

## **ARTICLE XVII** **INSURANCE AND PENSION**

**Section 17.1 Health Insurance** The Employer agrees to pay the full premium for hospitalization and medical insurance coverage for regular full time employees and their families. Regular part time employees will be covered at the percentage of their regular scheduled hours, with the employee responsible for the balance of the monthly premium by payroll deduction. Said insurance shall be substantially equivalent to benefits in effect with the Health Maintenance Organization on January 1, 2008, as detailed in Appendix B.

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

The benefits provided under this section shall be secondary to any personal protection or personal injury benefits available from an insurer under a motor vehicle policy described in

Section 500.3101(1) of the Michigan Compiled Laws.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

**Section 17.2 Retirees Group Health** Eligible retirees may purchase health insurance at the group rate with the Employer paying 50% of base plan monthly insurance premium until age 65 for retiree only. Employees hired into the bargaining unit after March 29, 2006, and who become eligible for retirement will have a cap on the 50% premium paid by employer of Three Hundred Seventy-five (\$375.00) Dollars per month. Retirement is as defined in the contract as age 60 with 10 years of service or age 50 with 25 years of service. Employees retiring after April 1, 2006, are not eligible for the Mediwrap benefit.

**Section 17.3 Workers Compensation** In the event an employee sustains an occupational injury, he/she will be covered by applicable Worker's Compensation Laws. Any employee who is eligible for workers' compensation will receive, in addition to their workers' compensation benefit, the difference between their regular net pay and their workers' compensation benefit, for a period of time of up to twelve (12) months. In addition, the employee's health, dental, optical and life insurance described in Sections 17.1, 17.5 and 17.6 will continue to be provided by the employer while the employee is on workers' compensation, for a period of up to twelve (12) months.

The employee may be required to obtain a release to return to work from all treating physicians.

**Section 17.4 Retirement Plan** As a condition of employment, each regular employee shall agree to participate in the Michigan Employees Retirement System. The Employer shall contribute 6% of wages under the Municipal Employee's Retirement System, 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 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service. Eligibility for Defined Contribution benefits is made in accordance with MERS plan documents and IRS regulations.

Employees grandfathered under the MERS Defined Benefit plan shall receive benefits calculated with a 2.8% multiplier until age 65, at which time the multiplier reverts back to B4 (2.5%), with FAC-3, the F50/25 waiver, and E2 Rider. There is a 2% of gross wage payroll deduction to pay for this benefit.

Age 60 with 10 years of service, or age 50 with 25 years of service shall be used for determination of age of retirement for retirement benefits.

**Section 17.5 Optical and Dental Insurance** The County will provide to regular employees optical and dental coverage under or substantially equivalent to the Grand Traverse County Dental and Vision Plans in effect on January 1, 2008, Appendix C and D. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.

**Section 17.6 Life Insurance:** The Employer agrees to pay the full premium for term Life and Accidental Death and Dismemberment Insurance for regular employees in the amount of \$20,000 or one (1) times salary (whichever is greater). Said insurance to become effective the first of the month following six (6) consecutive months of employment as a regular employee in accordance with the plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

**Section 17.7 Short Term Disability Insurance:** The employer agrees to provide Short Term Disability coverage for all regular full-time and regular part-time employees who enter the bargaining unit on or after May 1, 1995, and for current employees who selected the Sick and Accident Plan in writing by June 1, 1995, such insurance to be effective the first of the month following one hundred eight (180) consecutive calendar days of regular employment. 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. Employees must use paid leave to cover the eligibility period before going on unpaid leave. Eligibility and benefit provisions are provided subject to plan documents. During the period of absence for which an employee is receiving Short Term Disability benefits, the employee will retain his/her seniority, and the Employer will continue to provide insurance as provided in Sections 17.1, 17.5 and 17.6.

The Employer has the right to change the provider and/or insurance plans, provided that substantially equivalent coverage is maintained.

**17.8 Employee Assistance Program** The Employer will provide an Employee Assistance Program for the members of the Bargaining Unit. The EAP program in existence at the beginning of this contract is attached in Appendix E. This program and provider may be changed at any time by the Employer.

## **ARTICLE XVIII** **CLOTHING ALLOWANCE**

Plain clothes personnel shall receive an annual clothing and cleaning allowance of Seven Hundred Fifty Dollars (\$750.00). This allowance shall be paid on the second pay of January of each year.

## **ARTICLE XIX** **UNIFORMS AND EQUIPMENT**

**Section 19.1 Wearing Apparel** The Employer agrees to provide all required wearing apparel as determined as part of mandatory dress code. The Employer agrees to pay in full for three (3) pair of pants and/or skirts, three (3) summer shirts and/or blouses, three (3) winter shirts and/or blouses and necessary hats, leather and utility pieces, side arms, belts and other necessary insignia. The Employer agrees to provide jackets and to replace such items as necessary.

**Section 19.2 Equipment** The Employer shall furnish all equipment it deems necessary to the employees to perform their respective work assignments and shall keep all equipment in safe operating condition. Misuse of equipment may result in discipline.

**Section 19.3 Maintenance and Cleaning** The present program of maintenance and cleaning shall be continued through the life of this contract.

## **ARTICLE XX** **GENERAL**

**Section 20.1 Health and Safety Committee:** All safety ideas and complaints will be taken to and handled by the County's Safety Committee before a grievance is filed.

**Section 20.2 MIOSHA** In any dispute involving safety, M.I.O.S.H.A. will be used and their decision will be final and binding upon the parties. If, however, M.I.O.S.H.A. will not take jurisdiction, the matter is a proper subject for grievance arbitration.

**Section 20.3 Personnel Files** The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall, upon request, in the presence of the Employer, have access to his/her personnel file.

**Section 20.4 Workplace Visits** Authorized representatives of the Union may be permitted to visit the operation of the Employer during working hours to talk with the Executive Board Members, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

**Section 20.5 Legal Assistance** 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 lawful performance of their duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

**Section 20.6 Training** 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.

**Section 20.7 Use of Personal Vehicle** 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 as uniformly established by the Grand Traverse County Board of Commissioners.

**Section 20.8 Equipment:** If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects. If the supervisor determines the equipment to be defective, he/she shall cause the same to be stored until cleared

by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he/she must so notify the employee.

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

**Section 20.9 Accidents** 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 20.10 False Arrest Insurance** The Employer shall pay the cost of \$500,000.00 for False Arrest Insurance.

**Section 20.11 Bulletin Board** The Employer will provide a bulletin board in the facility where employees hereunder are employed for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the President or a Board Member. The Union will promptly remove from such bulletin board any material which is detrimental to the Union/Employer relationship.

**Section 20.12 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. The employer will make every effort to assure the eight-hour rest period; however, should an employee be required to report back to duty within the eight hour period of rest after training, overtime compensation will not be paid unless otherwise required under Section 13.3.

**Section 20.13 Bond** Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

**Section 20.14 Court Time** Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners, on matters related to the lawful performance of their work, on days off or other authorized off-duty time will be paid a minimum of three (3) hours at time and one-half (1 ½) and a minimum of two (2) hours at time and one-half (1 ½) for appearing before the magistrate for their set appearance in lieu of any witness fees. This provision will not apply if the court time is one (1) hour or less prior to the start of work; however, any court time prior to the start of work amounting to less than one (1) hour will be paid at the minimum of one (1) hour.

**Section 20.15 Call In** The employees of the bargaining unit will be paid a minimum of three (3) hours at time and one half (1 ½) for call back time. This provision will not apply if the call-in is one (1) hour or less, however any call in time amounting to less than one (1) hour will be paid at the minimum of one (1) hour.

**Section 20.16 Hours for Benefit Computation** All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

**Section 20.17 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 20.18 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 20.19 Prisoner Transports**

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

**Section 20.20 Bargaining Unit Work**

- A) Employees who do not fall within the definitions of Section 1.2 will not be assigned to work which is 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 lay off of a regular employee or for the purpose of avoiding overtime to regular employees.
- C) It is recognized and understood by the parties of this agreement that regular employees of the Sheriff's Department who hold the appropriate certification(s) may perform any function or work assignment within the Sheriff's Department appropriate for their certification, if such action does not violate the provisions of paragraph A above.

**Section 20.21 Tuition Reimbursement** Employees who receive prior approval for educational courses relating to their job classification may receive tuition reimbursement from the Employer in accordance with County Policy.

**Section 20.22 Personal Property** The Employer agrees to replace all personal property damaged in the line of duty when reasonable care and effort has been taken by the employee under the following guidelines:

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

**Section 20.23 Detective Assignment** The assignment of Detective is not a promotion. The assignment shall be assured a minimum of two (2) years duration and may only be removed for just cause or in the case of a required reduction in man power within the Division. This provision shall not apply to assignments which are specifically designated as temporary or provisional by the employer. Removal after the two (2) year period shall be a management right and shall not be arbitrary or capricious. Detectives assigned to the Division shall be subject to a drug test upon appointment.

**Section 20.24 Physical Maintenance Program** All employees, part time and full time, 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 sixty (60) days; if they haven't passed after 12 months of original testing, the employee will be subject to a ten (10)-day unpaid suspension. If they still haven't passed after 24 months the employee shall be subject to discharge. Physical Maintenance Testing shall be established by the Employer based on the standard employed at the time the employee was hired.

Employees must meet sixty (60%) percent of each test to be considered having passed the test. Those employees passing the Physical Maintenance Test at a higher level will be compensated according to the following:

Seventy (70%) percent – Eighty (80%) percent	\$200.00
Eighty (80%) percent – Ninety (90%) percent	\$300.00
Ninety (90%) percent – One Hundred (100%) percent	\$400.00

For the purpose of this Agreement, Appendix 1 in the Physical Maintenance Program Policy, Sheriff Department Policy No. 3.023, will show the standards that each employee must meet.

**Section 20.25 Loss of Certification** Employees covered by the collective bargaining agreement who fail to maintain required MCOLES certification will be allowed a maximum of thirty (30) days to correct the deficiency; termination of employment may immediately follow. The Sheriff may determine that the 30-day period shall be a temporary leave without compensation. Any situation which would otherwise subject an employee to immediate termination shall not be affected by the 30-day provision.

**Section 20.26 Tobacco Products** Employees hired after January 1, 2000, will not use tobacco products while on duty nor off duty when required to represent the Employer in such matters as training, public presentations, security at events. All employees will not use tobacco products in company owned vehicles and in public places where it is prohibited. Violation of this agreement is subject to discipline up to and including discharge.

**Section 20.27 On Call Status** Employees in the detective division will rotate on call status on a mutually agreed basis. Detectives and Evidence Technicians will generally remain in the county ready for duty when on call. If the on call detective or evidence technician makes him or herself unavailable for duty, they must notify the on duty shift commander and appraise him or her of the replacement on call detective or evidence technician.

Other investigators (accident investigation and canine officers) will generally make themselves available when off duty; however, if the investigator knows that he or she will not be available, in that case the on duty shift commander must be notified.

**Section 20.28 Emergency Work Assignments.** It is recognized that the Employer is in the business of providing public services, and that during an emergency, work assignments, personnel and procedures may be reasonably modified as necessary to meet the demands of the emergency due to extended illnesses, injuries, training, promotions, vacancies, vacations, probationary employee status, mass illness, and for natural and manmade disasters.

**Section 20.29 Drug and Alcohol Testing** The parties will comply with their negotiated drug and alcohol testing policy, Sheriff Department Policy No. 3.038, which is dated effective March 16, 2009.

## **ARTICLE XXI** **PROMOTIONS**

### **Section 21.1 General Provisions:**

- A) The Employer will make promotions within the department available to its employees who possess the qualifications necessary for the job under consideration.
- B) It is herein agreed that the term "promotion" shall apply only to the position/ classification of Sergeant.
- C) Promotions shall be on a competitive basis.
- D) Employees must have the ability and qualifications to perform the work as described in the vacancy posting.
- E) Vacancies are to be filled within sixty (60) days unless mutually agreed by the Employer and the Union to extend.



- F) Promotional vacancies shall be posted for a period of ten (10) days on departmental bulletin boards. The notice shall contain the names of those employees eligible to test for the vacancy.
- G) The Employer will not be obligated to consider a request for promotion unless said request is submitted during the ten (10) day period. Employees absent during the ten (10) day period must give notice of their intent upon return to work.
- H) Promotion to the classification of Sergeant in the Law Enforcement Division will be limited to certified officers.

### **Section 21.2 Promotion to Sergeant**

- A) Written and oral examinations shall be given when a vacancy occurs and there is no current eligibility list. Such examination shall be based on the job requirement of the classification vacancy to be filled. In the event that three (3) or more employees pass the examination and are eligible for promotion, their names shall be listed in the order of their scores. Said list will be considered current for one (1) year or until less than three names remain.
- B) By the date of the written test, a deputy must have completed four (4) years seniority with the Grand Traverse County Sheriff's Department, and five (5) years police experience. Police experience is defined for a law enforcement officer as an officer working full time with a certification recognized by Michigan Commission on Law Enforcement Standards (MCOLES).
- C) Testing procedures shall be as follows:
  - 1. Written Exam: the written examination shall be a standard validated sergeant test. The candidates must pass the written exam by a score of seventy (70%) percent to proceed to the next step.
  - 2. Oral Exam: The oral examination shall be conducted by a four (4) member panel consisting of one (1) captain, (1) sergeant selected by the Union, one (1) member at large, and a representative of the County Human Resources office. The employer will provide each candidate a tabulation of the results. The candidates must pass the oral exam by a score of seventy (70%) percent to proceed to the next step.
  - 3. The percentage for each portion of the examination shall be fifty (50%) percent for written and fifty (50%) percent for oral. One point shall be added to the total score for each year of service of the candidate. The procedure for scoring the written and oral exam is as follows: take the total score for the written examination based on one hundred (100%) percent, dividing it in half and adding it to the total score for the oral examination based on one hundred (100%) percent, divided in half, with the addition of one point for each year of service for the candidate, calculated to the nearest completed month.

- D) Internal Review: The Sheriff will review the personnel files of the three (3) candidates with the highest point totals and give consideration to work performance, disciplinary record, and other materials in the personnel files. Based on consideration of the point totals and personnel file review, the Sheriff will rank the top three (3) candidates and will post a list of the placement ranking of the top three (3) candidates in the promotional process.
- E) To fill a regular vacancy in the rank of sergeant, the Sheriff will promote the top candidate on the promotional list. Should the list fall below three (3) candidates or the employer not be able to get enough candidates to compete to obtain a list of three (3) or more, the Sheriff may first change the qualifications to get enough candidates to participate. In the event this does not result in a list of three (3) or more, the Sheriff may then combine internal candidates with external candidates to achieve a promotional list of three (3) or more.
- F) Employees promoted to the classification of sergeant shall serve a one (1) year orientation period. During such orientation period, the Employer, with justification, may demote such employee back to his/her former classification. It is further agreed that employees may exercise the right to voluntarily return to their former classification during or after the orientation period; provided, however, they may not exercise this right during any early retirement window that the Employer may offer. In the event of a return to a former classification, employees shall be credited with seniority for previous time spent in the former classification, and the time spent during the orientation period in the new position. Employees who are demoted from a higher classification for disciplinary reasons may be required to serve a six (6) month probationary period and shall be subject to all terms of this agreement. The employee demoted, or voluntarily returning shall not be permitted to disrupt the then in effect shift preference of other employees within the Bargaining Unit.
- G) Prior to actual promotion, the selected candidate must pass a urine drug screen based upon MCOLES standards.

**Section 21.3 Temporary Vacancy** For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the senior most qualified employee within the appropriate division. If it involves an assignment in a higher pay classification for over two (2) hours, the employee will receive the higher rate of pay for all hours worked.

The Sheriff shall determine when a temporary vacancy exists and will proceed to fill such vacancy in accordance with this Article as soon as possible.

## **ARTICLE XXII** **SAVINGS CLAUSE**

If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement

and addendums shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXIII**  
**MAINTENANCE OF STANDARDS**

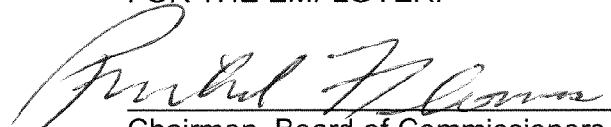
The Employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. This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

**ARTICLE XXIV**  
**TERMINATION**

This Agreement shall be effective retroactive to the first day of January, 2008, and shall remain in full force and effect until the thirty-first day of December, 2011. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date of the Agreement. If negotiations do not begin by that date, retroactivity of any economic agreements shall be delayed by the same amount of time if the contract is not ratified by both sides by the anniversary date of the contract.

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

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Chairman, Board of Commissioners

5-6-9  
Date

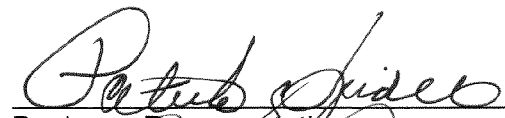
  
\_\_\_\_\_  
Sheriff

5/6/2009  
Date

  
\_\_\_\_\_  
County Administrator

5.5.09  
Date

FOR THE UNION:

  
\_\_\_\_\_  
Business Representative

4/28/09  
Date

  
\_\_\_\_\_  
President

4/28/09  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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