

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS AND THE SHERIFF
OF
GRAND TRAVERSE COUNTY

AND

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL
CORRECTIONS OFFICERS' BARGAINING UNIT

For the period April 15, 2022 through December 31, 2023

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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 Michigan Fraternal Order of Police Labor Council 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 full time and regular part time Corrections Officers of the Sheriff's Department of Grand Traverse County, excluding Sheriff, Undersheriff, Captains, Lieutenants, Sergeants, Deputies, Detectives, 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 (2) 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 (5) 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.

ARTICLE III **UNION SECURITY**

Section 3.1 Union Security. Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

The County shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the County fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

The employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

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. 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. Only one (1) board member on duty will process or investigate grievances on County time. The investigative member will be required to first get permission from their supervisor as well as from the supervisor of the employee(s) they will be disrupting from their job requirements. In addition, the Board Members will be expected to constitute the bargaining committee for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the President and Board Members for all reasonable lost time from their regular schedule of work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. Compensation for lost time shall be limited to three (3) employees.

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, up to three (3) members of the Union 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. Employees are required to obtain permission from their shift supervisor prior to attending the meeting. 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) business days after occurrence of the circumstance giving rise to the grievance or five (5) business 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 within five (5) business days after discussion with the Division Commander on regular grievance form provided by the Local Union, signed by the Business Agent and presented to the Sheriff or his/her designee within five (5) business days of receipt of same by the President or his/her designee. The Sheriff, or his/her designee, shall answer said grievance within five (5) business days of receipt of same.

Step 3: Failing to resolve the issue in the second step, the Union shall within five (5) business days of the Sheriff or his/her designee's disposition, contact the Director of Human Resources or designee to arrange a meeting between the Union and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) business days from the time the Union contacts the Human Resources Department unless a longer time is mutually agreed upon.

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 shall automatically advance to the next step, but excluding arbitration unless requested by the Union. 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.

Section 6.3 Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, court proceedings, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 6.4 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 Article 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 Step 3 of the grievance process, the Union representative may submit such grievance to arbitration. This submission is to be made within thirty (30) 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 Michigan Employment Relations Commission 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 cancellation. 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 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 MSCTC 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.

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

- C) Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within ten (10) calendar days or his/her employment shall be terminated, unless an extension is granted by the Employer.
- D) In the event a recall is necessary on less than three (3) days notice, the employer may call upon the laid-off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said ten (10) day period.
- E) 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 or before the date the notices are issued to the employees.

Section 9.2 Required to Take Recall. A laid off 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 ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 9.3 Order of Recall. The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the requirement that the employee is MSCTC Certified, qualified to carry a firearm 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 eligible for 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 of one (1) month or more, unless otherwise stated in this contract.

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

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 in writing by the Employer; if not approved, acceptance of other employment or working for another employer 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 herein 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.

Leaves requested due to illness or medical disability must be accompanied by a physician's certificate that the employee is unable to work. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted.

Medical Arbitration. The Employer may choose to authenticate or clarify a medical certification with an employee's Health Care Provider, or verify a certification related to a Qualifying Exigency prior to approving the leave. The Employer, at its expense, may also require an examination by a second healthcare provider chosen by the Employer, if the Employer has a reasonable question regarding the medical certification provided by the employee. If the two healthcare providers disagree as to whether the employee has valid medical clearance to return to work, then the Employer will pay for a third, mutually- agreeable healthcare provider to conduct an examination and provide a final and binding condition.

UNPAID LEAVES OF ABSENCE

Section 10.2 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 with valid military documentation, shall be entitled to a leave of absence in addition to their 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 10.3 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 10.4 Educational Leave. 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 and fringe benefits. 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.

PAID LEAVES OF ABSENCE

Section 10.5 Jury Or Witness 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 jury or witness fee check (less mileage) to the County Treasurer.

Section 10.6 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 not to exceed three (3) normally scheduled working days (pro-rated for part-time employees) following the date of death, provided he attends the funeral and/or memorial service. 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 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 10.7 Personal Leave. Each regular full-time and regular part-time (on a pro-rated basis) shall be granted sixty-four (64) hours of personal leave each year at the beginning of the first pay period that covers the first pay date in December. Pursuant to Michigan's Paid Medical Leave Act of 2018 (PMLA), the personal leave hours include the 40 hours required for compliance with the PMLA. New employees shall be granted this leave upon completion of ninety (90) days of continuous service, pro-rated on the number of months of service within the benefit year. Employees who have not completed ninety (90) days of continuous employment as of December 1st shall not receive leave for the prior year, however they shall receive the full sixty-four (64) hours upon completion of ninety (90) days of employment. This leave may be used at the employee's discretion for sick or personal reasons. However, if two or more employees are scheduled off on the same shift that an employee requests personal leave, the Employer may deny the personal leave requested. This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. Twenty-four (24) hours' notice is required for general absences, and at least one (1) 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 one-half (1/2) hour increments. If any employee has been off work due to sickness or accident for three (3) consecutive work days, or if the employee is off work for sickness or accident and does not have any hours in their personal or sick bank, 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, up to 40 hours (pro-rated for part time employees), 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 shall be defined as the length of the employee's continuous service with the Sheriff's Office, commencing from his/her last date of hire. Seniority for part-time employees will be pro-rated. 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 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 and Employment Relationship. An employee's seniority with the Employer shall terminate for the following reasons:

- A) He/she quits, retires or resigns and upon quit, is not rehired by the Sheriff within thirty (30) days. (When an employee expects to terminate employment with the County, the Sheriff shall be notified in writing by the employee at least two (2) weeks prior to his/her proposed termination date.)
- 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 in limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.
- E) The employee is on a layoff for more than twelve (12) months or, in the case of Workers' Compensation leave, for more than thirty-six (36) months (twenty-four (24) months for employees hired after December 31, 2010), or the length of the employee's seniority, whichever is less.
- F) He/she is convicted of, or pleads guilty or no contest to, a felony.
- G) He/she has exhausted all of their sick, vacation, personal and comp leave banks and is not approved for any other leave.

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. Employees hired into the bargaining unit prior to April 1, 2005, 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 Proration at Termination. At the end of employment with the County, any longevity bonus amounts owed under the 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 (1/2) 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. The employer shall endeavor to post the work schedule twenty- eight (28) calendar days prior to the implementation of a new schedule.

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 pay 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) or twelve (12) hour day shall receive time and one half (1 1/2) for hours worked in excess of their scheduled ten (10) or twelve (12) 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, "qualified" means an employee may lawfully carry a firearm, and is able to perform all of the duties required as part of the overtime assignment.
- F) An overtime distribution list shall be kept current within the classification affected. Overtime worked shall be added to the overtime distribution list within a period of forty-eight (48) hours.
- G) When transport overtime occurs, the lowest qualified officer on the distribution list shall be offered the transport unless the supervisor can show that it would be detrimental to the operation of the jail. If the lowest officer completed his/her most recent work assignment within eight (8) hours of the start time for the transport overtime assignment, he/she shall not be allowed to leave on the transport, but would be eligible to work in the facility.
- H) When an overtime assignment occurs, the qualified employee with the lowest number of overtime hours worked in the overtime distribution list for the classification affected shall be offered the overtime. This procedure shall be repeated until the lowest three (3) eligible full time employees in the overtime distribution list 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.

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 list 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.

- I) Any Corrections Division employee, including those returning to this classification from another classification, new hires receiving full time Corrections officer status that are eligible in the current calendar year for offered or assigned overtime, and any Corrections Officer returning to full time duty, from medical leave of thirty (30) or more days, as ordered by a medical doctor (not to include elective surgery, or complications resulting from elective surgery), will be placed no lower than twelve (12) hours below the next lowest employee for overtime hours logged in the distribution list for the classification affected.
- J) **HOLD OVER OVERTIME:** If the overtime involves the continuation of an employee's regular shift for an anticipated period of three (3) hours or less, the employer need not call from the entire overtime distribution list. The employer shall offer the "holdover" overtime to the on-duty officer starting with the lowest equalized overtime and continuing through the list. If no on-duty officer accepts the holdover, the officer with the lowest equalized overtime shall be ordered to holdover. If the overtime is anticipated to exceed three (3) hours, the employer shall follow the normal overtime assignment procedures. An on-duty officer may still be required to holdover until the arrival of the called-in officer, if needed. Employees that are being held over will be entitled to compensation for the amount of time they are held over.

Section 13.4 Shift Assignments. Shift assignments for employees in the Security Section will be made on an eighty four (84) day basis. Shift bids for the next year will be posted by October 1 and must be completed by October 25. By November 1 the shift bid will be awarded by seniority and posted. Determination of the shift assignments shall be based on the employee's preference according to his/her seniority within the Sheriff's Department. Those eligible must have completed at least one (1) 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. Management maintains the right to make temporary assignments in mid quarter due to extended illnesses, injuries, training, promotions, vacancies, probationary employee status, mass illnesses, and for natural and man made disasters, and thirty (30) days' prior notice shall be given to the employee when it affects 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, or at the first selection period after transfer to the Division.

Section 13.5 Daily Shift Exchange. Two (2) employees may change their daily shifts by mutual agreement between those two (2) employees, with the prior written approval of the Sheriff or his designee, and provided that such shift change does not result in overtime liability for the Employer and such shift change must occur within the same pay period.

Section 13.6 Shift Premium. Employees assigned and working on shifts commencing at or after 3 p.m. shall receive a shift differential of fifty cents (\$.50) 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 sixty-five cents (\$.65) 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.

Employees assigned and working on 12 hour shifts commencing at or after 6 p.m. shall receive a shift differential of sixty-five cents (\$.65) per hour in addition to their regular hourly rate.

Section 13.7 Corrections Training Officers Administrative Leave. Corrections Officers serving as Corrections Training Officers shall be compensated by receiving one (1) hour of comp time per training day.

ARTICLE XIV **HOLIDAY PAY**

Section 14.1 Paid Holidays. The following shall be considered as paid holidays for purposes of this Agreement (pro-rated for regular part-time employees):

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 seven (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 layoff, suspension or any other unpaid leave), on RDO, or on a paid leave of absence (excluding leaves covered by Short-term Disability or Workers' 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 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 Snow Days. County snow day procedures will apply to bargaining unit personnel.

Section 14.10 Floating Holiday. One floating holiday shall be credited to the employee as of January 1st each calendar year (pro-rated for regular part-time employees). Employees who are hired on or after October 1st shall not be granted the floating holiday for that year. Such floating holidays shall not accrue from year to year or be paid out for any reason.

Section 14.11 Holiday Schedule. When a holiday falls during a work schedule, before drafting the work schedule for that period, the department shall determine the number of staff needed to work on that holiday. If it is determined that there is an excess number of officers normally scheduled to work on that day, the department shall offer, in descending seniority, officers the opportunity to take the day off as a holiday. If not enough officers voluntarily offer to take the day off, the department shall

assign offers in ascending seniority, the day off as a holiday until the desired shift strength is reached for that holiday.

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 prorated based on their regular FTE.

VACATION SCHEDULE

<u>YEARS OF SERVICE</u>	<u>(HOURS)</u>
Less than 3 years	(80)
3, but less than 5 years	(96)
5, but less than 10 years	(120)
10, but less than 15 years	(136)
15, but less than 20 years	(160)
20 or more years	(186)

Any employees with 25 years of service or more as of January 1, 2020, will be redlined at 200 hours.

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 one hundred sixty (160) hours on the Employees Service Date for regular full-time employees, pro-rated for part-time employees based upon their FTE.

Section 15.3 Illness during vacation. If an employee becomes ill and/or is under the care of a physician 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 physician'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 an employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the 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. Employees will bid for vacations following their bid for shifts. The shift assignment will be posted by November 1 and completed by November 25. The vacation bid will be awarded by January 2, the employee within the shift will be permitted to select their vacation based on seniority.

Any vacation requests outside the seniority bid will be done on a first come, first served basis for any time period that has not been committed to use by seniority bidding. Requests submitted on the same calendar day for identical days off will be granted based on seniority. Any vacation granted on a first come, first served basis will be based on manpower needs.

An employee may, with approval, take vacation at any time of the year based on manpower needs.

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 the employee's estate, shall be compensated in wages for all unused vacation leave, up to the maximum vacation carryover limit, 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 (2) consecutive weeks. Vacation requests which exceed two (2) 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 in the sick leave bank 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 (7) 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 RETIREMENT**

Section 17.1 Health Insurance.

At a minimum of 90 days prior to the expiration of this Agreement, at the request of either party, a meeting shall occur to discuss health, dental and vision insurance coverage options.

Notwithstanding any contrary provision, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

2022: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2022, each employee will receive a total payment for 2022, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

2023: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2023, each employee will receive a total payment for 2023, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

Commencing January 1, 2018, the Employer may offer a second lower cost health care plan. Employees shall have the option to select this plan.

If the County Board of Commissioners, for subsequent plan years commencing 2018, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Effective January 1, 2018, all employees covered under the medical benefit plan will be required to pay 20% of the total health insurance premium and taxes of his/her elected plan.

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 employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of coverage.

- A. Dual Coverage. In situations where a bargaining unit member's spouse is a full-time employee of the County, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

A bargaining unit member who receives either "primary" or "dependent" coverage from the County shall not be eligible for any payment in lieu of coverage.

- B. Payment in Lieu of Health Insurance. Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical insurance plan because they are eligible for coverage under another qualified group health insurance plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation based upon their medical care coverage eligibility status.

The amount of such compensation may be fixed by the Board of Commissioners, but shall not be less than \$2,000.00 per year. Payments will be made once per year (December of each year). This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

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 employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of coverage.

Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.

Section 17.2 Retirees Group Health. Employees who retire prior to age 65, and who notify the County's Human Resources Department in writing at the time of retirement or when he/she has exhausted eighteen (18) months of COBRA coverage, shall be entitled to group rates under the County's Pre-65 Retiree hospitalization plan. Retirees age 65 and over, upon written request at the time of retirement or within thirty (30) days prior to reaching age 65, may enroll the County's medicare supplement plan. Retirees whose retirement is based on a hire date prior to April 1, 2005, shall have the medicare supplement paid by the Employer. Retirement for purposes of this section shall be defined as age 60 with ten (10) years of service or age 50 with twenty-five (25) years of service with Grand Traverse County Sheriff's Department.

Employees hired on or after January 1, 2018, are not entitled to retiree health insurance.

Retirees who have health insurance available from another source shall not be eligible for the above insurance. Retirees shall submit an affidavit each year stating whether or not they have coverage from another source.

Section 17.3 Workers' Compensation. In the event an employee sustains an occupational injury/illness, he/she will be covered by applicable Workers' Compensation Laws. An employee who is eligible for workers' compensation will receive, in addition to their workers' compensation benefit, the difference in 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.

If the employee is in the MERS defined benefit program and unable to return to work, a conference will be held to determine whether or not the employee should be given a medical discharge. If it is determined that said employee shall be placed on Medical Retirement, the Employer will request according to MERS rules a duty disability

retirement. For all employees determined to be eligible for medical retirement, the Employer shall also be responsible for maintaining all levels and forms of life and medical insurance up to twelve (12) months.

Section 17.4 Retirement Plan. As a condition of employment, each full-time 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.

Effective January 1, 2018, the retirement benefit for all active employees grandfathered into the MERS Defined Benefit Plan shall be the Bridge Plan with 1.25% multiplier; employees shall contribute 6% of reported compensation via payroll deduction. Overtime, personal time, vacation time, and holiday pay is excluded from FAC-3. The FAC-3 shall be frozen. Further, in conjunction to bridging benefit multiplier the post retirement COLA benefit (currently E-2) for future retirees will be bridged from 2.5% to 0.00%. The 2.5% COLA benefit will be applied up to the bridged date, and the service accrued on and after the bridge date will have modified (0.00%) COLA applied to it. The Plan shall continue with the F55/25 and V-6 benefits.

Age 60 with ten (10) years of service, or age 50 with twenty-five (25) years of service shall be used for eligibility for the retiree health plan, payout of sick banks or other such benefits related to retirement from the County.

Section 17.5 Optical and Dental Insurance. The Employer shall provide the same optical and dental insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

Eligibility and benefit provisions are provided subject to plan documents.

Section 17.6 Life & AD&D Insurance. The Employer agrees to pay the full premium for term Life Insurance and Accidental Death and Dismemberment Insurance for regular full-time and part-time employees in the amount of \$20,000 or one (1) times annual base 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 Short-term Disability Insurance Plan in writing by June 1, 1995, such insurance to be effective the next day following 180 consecutive calendar days of consecutive service as a regular employee in accordance with plan documents. This insurance shall provide $66 \frac{2}{3}$ percent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) calendar days for absences due to approved injury or illness, as approved by the insurance carrier. The coverage will begin on the eighth calendar 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.

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

Health, dental, and optical insurance provided by the employer shall continue during the duration of this coverage.

Section 17.8 Long Term Disability Insurance. All employees on the Defined Contribution Retirement Plan and actively at work at least fifteen (15) hours each week shall be eligible for Long-Term Disability Insurance in accordance with the plan document. This coverage shall provide sixty percent (60%) of the employee's regular pre-disability earnings for up to twenty-four (24) months for absences due to an eligible injury or illness as determined by the insurance carrier.

The employee is responsible for cooperating with the carrier's application requirements.

Health, Dental, and Vision insurance provided by the employer shall continue for twelve (12) months from the original date of disability, in coordination with Short Term Disability. The employee is obligated to pay any applicable cost share while on an approved leave, as stated in Article XVII.

Seniority will continue as outlined in Article XI of the labor contract.

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.

Employees on the Defined Benefit Retirement Plan are not eligible for Long-Term Disability Insurance.

Section 17.9 Employee Assistance Program. The Employer will provide an Employee Assistance Program for the members of the Bargaining Unit.

ARTICLE XVIII
VACANCY AND TEMPORARY TRANSFER

Section 18.1 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. However, no position shall be considered temporary for a period beyond sixty (60) days without mutual consent of the parties.

ARTICLE XIX
CLOTHING ALLOWANCE

The Corrections Officer assigned as Population Coordinator 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.

Boot Allowance: The Employer will pay a boot allowance of One Hundred Dollars (\$100.00) per year to each employee. This allowance shall be paid on the second pay of January of each year.

ARTICLE XX
UNIFORMS AND EQUIPMENT

Section 20.1 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 20.2 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 20.3 Maintenance and Cleaning. The present program of maintenance and cleaning shall be continued through the life of this contract.

ARTICLE XXI
GENERAL

Section 21.1 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 21.2 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 21.3 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 21.4 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 provided that each visit does not interfere with the progress of the work force and that each employee asks for permission from their shift supervisor before the visit. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 21.5 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 assigned responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 21.6 Training. The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefiting both the County and the employee shall be remunerated at their regular rate of pay.

Section 21.7 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 21.8 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 21.9 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 21.10 False Arrest Insurance. The Employer shall pay the cost of \$500,000.00 for False Arrest Insurance.

Section 21.11 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 21.12 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 21.13 Bond, Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 21.14 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 1/2) and a minimum of two (2) hours at time and one-half (1 1/2) for appearing before the Magistrate for their set appearance in lieu of any witness fees. 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 21.15 Call In, The employees of the bargaining unit will be paid a minimum of three (3) hours at time and one-half (1 1/2) for call back time. This provision will not apply if the call-in is one (1) hour or less, however any call in time amounting to less than one (1) hour will be paid at the minimum of one (1) hour.

Section 21.16 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 21.17 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 21.18 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) business days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 21.19 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, Kankaskas, 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, Kankaskas, Wexford, Benzie, and Leelanau.
- C) In the planning and scheduling of all prisoner transports, management shall give due consideration to issues of officer safety and escape risks.

Section 21.20 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 layoff 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 21.21 Tuition Reimbursement. Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County Policy.

Section 21.22 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 21.23 Dive Team. Corrections officers will follow the language in the Deputies collective bargaining agreement.

Section 21.24 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 twelve (12) months of original testing, the employee will be subject to a ten (10)-day unpaid suspension. If they still haven't passed after twenty- four (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 – (79%) percent	\$500.00
Eighty (80%) percent – (89%) percent	\$750.00
Ninety (90%) percent – One Hundred (100%) percent	\$1,000.00

After three (3) consecutive years of passing the physical maintenance test with an average score of eighty (80%) percent each year, the employee will be provided a physical performance bonus of \$300.00 in addition to their compensation for passing the current year's physical maintenance test. After receiving the physical performance

bonus, the employee will not be eligible again for three (3) consecutive calendar years of passing the annual physical maintenance test with an average of eighty (80%) percent. For purposes of this agreement, the first year for consideration of the three (3) consecutive years will be the year immediately prior to the signing of the collective bargaining agreement.

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 21.25 Loss of Certification. Employees covered by the collective bargaining agreement who fail to maintain required MSCTC 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 thirty (30)-day period shall be a temporary leave without compensation. Any situation which would otherwise subject an employee to immediate termination shall not be considered affected by the thirty (30)-day provision.

Section 21.26 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 21.27 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 XXII **PROMOTIONS**

Section 22.1 General Provisions.

- A) The Employer will make promotions within the department available to its employees who possess the qualifications necessary for the job under consideration.
- B) It is herein agreed that the term "promotion" shall apply only to the position/ classification of 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 Corrections Division will be limited to personnel working in that division.

Section 22.2 Promotion to Sergeant.

- A) Written and oral examinations shall be given when a vacant sergeant's position exists and there is no current eligibility list. Such examination shall be based on the job requirement of the sergeant's classification 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 order of their scores. Said list shall be current for one (1) year or until less than three (3) names remain.
- B) By the date of the written test, a corrections officer must have completed four (4) years seniority with the Grand Traverse County Sheriff's Department, and five (5) years corrections experience. Experience is defined for a correctional officer as an officer who has worked full time as a corrections officer in either a county jail or state correctional facility.
- 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 70% to proceed to the next step.
 - 2. Oral Exam: The process for 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 final tabulation of results. Candidates must pass the oral exam by a score of 70% to proceed to the next step.
- D) The percentage for each portion of the examination shall be 50% for written, and 50% for oral. One (1) 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 (1) point for each year of service for the candidate, calculated to the nearest completed month.

- E) To fill a promotion in the rank of sergeant, the Sheriff shall have his/her choice from the top three (3) candidates 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.


ARTICLE XXIII **SAVINGS CLAUSE**

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

ARTICLE XXIV
TERMINATION

This Agreement shall be effective April 15, 2022, and shall remain in full force and effect until the December 31, 2023. Either party may request to commence negotiations 120 days prior to the contract termination date.


FOR THE EMPLOYER:

 3/23/22
Rob Hentschel, Chairman Date
County Board of Commissioners

FOR THE UNION:

 3-1-2022
Paul Postal, Business Agent Date

 3/22/2022
Thomas Bensley, Sheriff Date

 3-22-22
Nathan Alger Date
County Administrator

APPROVED AS TO FORM
FOR COUNTY OF GRAND TRAVERSE
COHL, STOKER & TOSKEY, P.C.
By: Mattis D. Nordford

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Appendix A

Wage Scales

WAGE SCALES

Effective January 1, 2022			Increase over 2021:			4.5%	
	Start (280)	1 Yr (281)	2 Yr (282)	3 Yr (283)	4 Yr (284)	5 Yr (285)	
C	22.12	23.60	25.06	26.04	27.19	27.73	Hourly
C	1,769.81	1,887.69	2,004.73	2,083.31	2,175.27	2,218.74	Bi-Weekly
C	46,015.11	49,079.89	52,122.93	54,166.11	56,557.07	57,687.34	Annual

Effective January 1, 2023			Increase over 2022:			3.0%	
	Start (280)	1 Yr (281)	2 Yr (282)	3 Yr (283)	4 Yr (284)	5 Yr (285)	
C	22.78	24.31	25.81	26.82	28.01	28.56	Hourly
C	1,822.90	1,944.32	2,064.87	2,145.81	2,240.53	2,285.30	Bi-Weekly
C	47,395.56	50,552.29	53,686.62	55,791.09	58,253.78	59,417.96	Annual

Appendix B

Summary of Health Benefits

*Update with current

Appendix C

Summary of Dental Benefits

*Update with current

Appendix D

Summary of Benefits Employee Vision Plan

*Update with current