

**LETTER OF UNDERSTANDING
BETWEEN THE
GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS
AND THE
GRAND TRAVERSE COUNTY SHERIFF
AND
MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL
(CORRECTIONS UNIT)**

WHEREAS, the Employer and Union are parties to a collective bargaining agreement, herein referred to as Agreement, which is dated April 15, 2022, and remains in effect until December 31, 2023, and;

WHEREAS, the parties wishes to amend the collective bargaining agreement sections 22.1 and 22.2 for the promotion to the rank of Sergeant within the Corrections Agreement and incorporate this change into the language of the successor collective bargaining agreement.

THEREFORE, THE FOLLOWING IS AGREED:

1. The parties agree to amend the qualification requirements in the collective bargaining agreement in **ARTICLE XXI, PROMOTIONS, Section 22.1 General Provisions and Section 22.2 Promotion to Sergeant.**
2. The parties agree to the following changes listed below as outlined in the current collective bargaining agreement. The parties further agree that these changes will apply to individuals currently being considered in the promotional process (i.e. existing applicants) and that the Sheriff's Office will not open the application process back up for this round. Nothing in this Agreement shall modify any other terms or conditions of the Agreement but for that which is specifically set forth below:

**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) Employees must have the ability and qualifications to perform the work as described in the vacancy posting.
- D) Vacancies are to be filled within ninety (90) days unless mutually agreed by the Employer and the Union to extend.
- E) 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.
- F) 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.

- G) 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 or is expected to exist in the next six months and there is no current promotional list. Such examination shall be based on the job requirement of the sergeant's classification to be filled. In the event that an employee(s) passes the examination and are eligible for promotion, their names shall be listed in order of their scores.
- B) By the date of the written test, a corrections officer must have completed three (3) years continuous service as a correctional officer with the Grand Traverse County Sheriff's Office.
- 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 with a score of 60% to proceed to the next step. The maximum points a candidate can earn for the written examination is one hundred (100).
 2. Oral Exam: The oral examination shall be conducted by a three (3) member panel made up of the rank of Lieutenant or higher in Law Enforcement or Corrections within the department, appointed by the Sheriff, excluding the Sheriff. The Employer will provide each candidate a final tabulation of results. Candidates must pass the oral exam with a score of 70% to proceed to the next step. The maximum points a candidate can earn for the oral exam is one hundred (100).
 3. Internal Review: The Internal Review will be conducted by a three (3) person panel made up of the rank of Lieutenant or higher in Law Enforcement or Corrections within the department, appointed by the Sheriff, excluding the Sheriff. The board will review the personnel files of the candidates. The maximum points a candidate can earn for the internal review is one hundred (100). The total score for the Internal Board will be the average of the scores given by each of the board members, rounded up to the nearest whole number.
 4. One (1) point shall be added to the total score for each year of service of the candidate, calculated to the nearest completed month.
- D) The procedure for final scoring the examination is the written exam, oral exam and internal review scores shall be added together for an accumulated score with a maximum of 300 points. Once scored years of service points shall be added.
- E) Corrections officers that pass the examination are eligible for promotion and shall be listed in order of their scores.

The Sheriff selects from the top three candidates on the promotional list. The promotional list shall be current for two years. Should the testing phases not produce

an eligible candidate, or the employer not be able to get a candidate to participate, the Sheriff may change the qualifications to get a candidate or candidates to participate. In the event this step does not result in any candidate(s), the Sheriff may then seek external candidates with at least three years correctional officer experience to participate in the promotional process. This external candidate shall only be required to take an Oral Exam as outlined in Section 22.2 Subsection C.

- F) Employees promoted to the classification of sergeant shall serve a one (1) year probationary period. During such probationary period, the Employer, with just cause, may demote such employee back to his/her former classification. It is further agreed that employees may also exercise their right to voluntarily return to their former classification during their probationary period or after the probationary period providing it does not result in the layoff of a current employee, however, they may not exercise this right during any early retirement window that the employer may offer.
 - G) In the event of a return to a former classification, employees shall be credited with seniority for previous time spent in the former classification only. The employee demoted, or voluntarily returned shall not be permitted to disrupt the then in effect shift preference of other employees within the Bargaining Unit.
 - H) Prior to actual promotion, the selected candidate must pass a urine drug.
3. Nothing in this Agreement shall modify any other terms or conditions of the respective collective bargaining agreements other than stated above.
 4. The Employer and the Union agree that changes to the contract language in this Letter of Understanding shall effective the date it is fully executed and will be incorporated in the re-draft of the successor collective bargaining agreement.

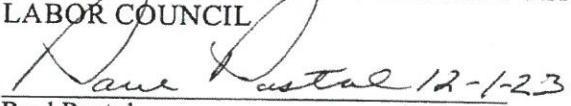
COUNTY OF GRAND TRAVERSE COUNTY


Rob Hentschel, Chairman,
County Board of Commissioners

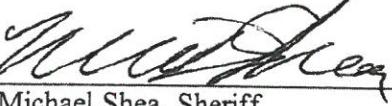
12/01/23

Date

MICHIGAN FRATERNAL ORDER OF POLICE
LABOR COUNCIL


Paul Postal,
Business Agent, FOPLC

Date


Michael Shea, Sheriff

11/29/2023

Date

Approved as to Form for County of Grand Traverse
Cohl, Stoker & Toskey, P.C. By: Mattis D. Nordfjord, Esq.