

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS AND THE SHERIFF

OF

GRAND TRAVERSE COUNTY

AND

TEAMSTERS LOCAL 214
LIEUTENANTS AND CAPTAINS UNIT

For January 1, 2024 through December 31, 2026

TABLE OF CONTENTS

ARTICLE NUMBER Section Number	ARTICLE NAME Section Name	PAGE
	AGREEMENT	1
	PREAMBLE	
I	RECOGNITION	1
	Collective Bargaining Unit	
II	MANAGEMENT RIGHTS	2
2.1	Employer's Right to Manage its Affairs	
III	UNION SECURITY	2
3.1	Agency Shop	
3.2	Union Membership	
3.3	Check-off	
IV	REPRESENTATION	3
4.1	Steward	
4.2	Representation at Bargaining	4
4.3	Notification to Employer	
V	CONFERENCES	4
5.1	Special Conferences	
VI	GRIEVANCES	4
6.1	Grievances	
6.2	Final and Binding	5
6.3	Election of Remedies	6
6.4	Strikes and Walkouts	
VII	ARBITRATION	6
7.1	Arbitration	
7.2	No Appeal	7
VIII	DISCIPLINE AND DISCHARGE	7
8.1	Just Cause	
8.2	Opportunity to Review Discharge	
8.3	Record of Minor Offenses	
8.4	Criminal Charge	
8.5	Polygraph	
8.6	Initial Step for Discharge or Disciplinary Suspension	
8.7	Arbitration for Discharge or Suspension	8

IX	SENIORITY	8
9.1	Seniority Definition	
9.2	Seniority List	
9.3	Loss of Seniority and Employment Relationship	9
X	LAYOFF AND RECALL	9
10.1	Layoff	
10.2	Requirement for Taking Recall.....	10
10.3	Recall	
10.4	Seniority if Promoted Outside Unit	
XI	LEAVES OF ABSENCE	11
11.1	General Provisions	
11.2	Military Leave	12
11.3	Union Leave	
11.4	Educational Leave	
11.5	Pay for Jury or Witness Duty	
11.6	Bereavement Leave/Pay	13
11.7	Personal Leave	
XII	PROMOTIONS	14
12.1	General Provisions	
XIII	LONGEVITY COMPENSATION	15
13.1	Longevity Provisions	
XIV	HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE	16
14.1	Schedule	
14.2	Managerial	
14.3	Bargaining Unit Work	
XV	HOLIDAY PAY	17
15.1	Paid Holidays	
15.2	Holidays During Vacation	
15.3	Holidays Falling on Weekend	
15.4	Floating Holiday	
XVI	VACATION	17
16.1	Vacation Eligibility and Schedule	
16.2	Carryover	18
16.3	Vacation Pay Rate	
16.4	Sick While on Vacation	
16.5	Court Appearance While on Vacation	
16.6	Pay for Waiving Vacation	
16.7	Scheduling Vacations	

16.8	Payout Upon Termination	
16.9	Scheduling with Regular Pass Days	19
XVII	SICK LEAVE	19
17.1	Sick Banks Eligibility	
17.2	Conversion to Vacation	
XVIII	WORKERS' COMPENSATION	20
18.1	Coverage	
18.2	Supplemental Pay	
18.3	Medical Release	
18.4	Medical Discharge	
XIX	INSURANCE AND RETIREMENT	20
19.1	Life and AD&D	
19.2	Retirement	
19.3	Health Insurance	21
19.4	Retiree Health Insurance.....	23
19.5	Optical and Dental Insurance	24
19.6	EAP	
19.7	Short Term Disability Insurance	
XX	CLOTHING ALLOWANCE	24
20.1	Allowance	
20.2	Dry Cleaning	
XXI	GENERAL.....	25
21.1	Union Visits to Workplace	
21.2	Legal Assistance	
21.3	Training Schools	
21.4	Mileage	
21.5	Defective Equipment	
21.6	Report of Accident	
21.7	Professional Liability Coverage	
21.8	Bulletin Board.....	26
21.9	Rest Period	
21.10	Furnished Equipment	
21.11	Bonding	
21.12	Hours for Computation of Benefits	
21.13	Computing Salary	
21.14	Union Examination of Records	
21.15	Rules, Regulations, Policies and Procedures.....	27
21.16	Tuition Reimbursement	
21.17	Damage to Personal Property	
21.18	Conditions of Employment	

21.19	Physical Maintenance Program	
21.20	Stipend for Staff & Command	
	Training.....	28
21.21	Drug and Alcohol Testing	
21.22	Stipend for On-Call	
XXII	SAVINGS CLAUSE & OTHER AGREEMENTS.....	28
22.1	Invalidation of Article or Section	
22.2	Employer Shall Not Enter Other Agreements	
XXIII	TERMINATION	29

Appendix A - SALARY SCHEDULE

AGREEMENT

This Agreement entered into this date between the Board of Commissioners and the Sheriff for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Teamsters State, County & Municipal Workers Local 214, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This Agreement entered into by the Board of Commissioners and the Sheriff for the County of Grand Traverse, hereinafter referred to as the Employer, and Teamsters State, County & Municipal Workers Local 214, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the services provided by the County under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit The Employer hereby agrees to recognize 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 LIEUTENANTS, CAPTAINS AND ABOVE OF THE GRAND TRAVERSE COUNTY SHERIFF'S DEPARTMENT, BUT EXCLUDING THE SHERIFF AND UNDERSHERIFF.

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

UNION SECURITY

Section 3.1 Agency Shop As a condition of continued employment, all employees included in the Collective Bargaining Units set forth in Section 1.0, thirty-one (31) calendar days after the start of this employment with the County shall either become members of the Union and pay to the Union the dues uniformly required of all Union members, or pay to the Union a service fee equal to the cost of negotiating and administering of this agreement, which shall not exceed the amount of the Union dues.

Section 3.2 Union Membership Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the various Collective Bargaining Units without regard to whether or not the employee is a member of the Union.

Section 3.3 Checkoff

- a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee from the pay of each employee who executes and files with the Employer a proper check-off authorization form which shall be used exclusively and shall be supplied by the Union.

- b) A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- c) Deductions for dues, for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.
- d) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- e) The Union shall notify the Employer in writing of the proper amount of dues, and any subsequent changes in such amounts.
- f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.
- g) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues or fees.

ARTICLE IV **REPRESENTATION**

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

Section 4.2 Representation at Bargaining The Union in contract negotiations may be represented by two (2) employees from the bargaining unit. Those employees who participate in negotiations shall not suffer a loss in pay for time spent meeting and conferring with the Employer during negotiations.

Section 4.3 Notification to Employer The Union will furnish the Employer with the name of its authorized Steward and Alternate 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 any other than those so designated.

ARTICLE V **CONFERENCES**

Section 5.1 Special Conferences Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Steward and any outside parties mutually agreed upon. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective bargaining, 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.

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

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

Step 2: Failing to resolve the issue in the first step, the Steward shall within five (5) working days of receipt of the supervisor's disposition, take up the matter with the Sheriff or his/her designated representative. The Sheriff or his/her designated representative shall within five (5) working days of receipt of the grievance, record his/her disposition on all copies of the grievance form and return two (2) copies to the Steward. If the matter is not satisfactorily

settled or adjusted in this stage, the Steward shall then forward the matter to the Union who shall then process the grievance to the next step.

Step 3: Failing to resolve the issue in the second step the Union shall within five (5) working days of the Sheriff's disposition contact the Human Resources Director or his/her designee to arrange a meeting between the Union and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the County unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration within sixty (60) calendar days as hereinafter provided for in this Agreement.

Section 6.2 Final and Binding

- a) Any and all grievances resolved at any step of the grievance process as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.
- b) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps unless a time limit is mutually extended. If the time is not met by either party, then the grievance is settled in favor of the non-defaulting party.
- c) The County shall not be required to pay back wages for periods prior to the time the incident occurred provided, that in the case of pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period providing the employee files his/her grievance within three (3) working days after receipt of such pay.
- d) When an employee is given a disciplinary discharge or suspension or a written reprimand and/or warning which is affixed to his/her personnel record, the Steward and employee will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.
- e) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation that he/she may have received, from any source during the period in question.

- f) The County will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from his/her immediate supervisor to leave his/her work station and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure shall be subject to disciplinary action.
- g) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

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 any 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 summarily discharged by the Employer without liability on the part of the County Board of Commissioners or Sheriff or Union.

ARTICLE VII **ARBITRATION**

Section 7.1 Arbitration If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within sixty (60) calendar days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation Conciliation Service in accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them. If either party cancels the Arbitration, that party shall be responsible for the full amount of any required fees relating to such cancellation.

Section 7.2 No 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 Just Cause The Employer shall not discharge or lay off for disciplinary reasons any employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be by proper written notice to the employee and the Union, citing specific charges against such employee.

Section 8.2 Opportunity to Review Discharge The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Steward 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 Steward.

Section 8.3 Record of Minor Offenses An employee who maintains an offense free record for a period of one (1) year, upon written request to the Sheriff, shall have all prior minor offenses removed from his/her record for purposes of subsequent disciplinary action.

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

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

Section 8.6 Initial Step for Discharge or Disciplinary Suspension 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 8.7 Arbitration for Discharge or Suspension In the case of discharge or disciplinary suspension without pay, the employee will be given the right to expedited arbitration.

ARTICLE IX **SENIORITY**

Section 9.1 Seniority Definition Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his/her last date of hire.

Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his/her particular classification. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- a) All new full time employees shall serve a probationary period of one (1) year, uninterrupted by any type of service break. If an employee is absent from work due to illness or other reasons for a period of seven (7) regularly scheduled working days or longer, such period of his/her absence shall be added to the probationary period.
- b) The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be demoted at any time by the Employer in its sole discretion and neither the employee so demoted nor the Union shall have recourse to the grievance procedure over such demotion.
- c) During the probationary period an employee shall be eligible for employee benefits 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 become a regular full-time employee. His/her seniority shall start as of their date of hire.

Section 9.2 Seniority List The seniority list on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish the Union an up-to-date list upon request. 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 9.3 Loss of Seniority and Employment Relationship An employee's seniority with the Employer shall terminate for the following reasons:

- a) He/she resigns. (When an employee expects to terminate employment with the County, the Sheriff shall be notified in writing by the employee at least two (2) weeks prior to his/her proposed termination date. The Sheriff shall not terminate such employment except for other cause prior to the end of the two (2) week period.)
- b) He/she retires.
- c) He/she is discharged or terminated and the action is not reversed through the grievance procedure.
- d) He/she is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This Section is not to be construed as limiting the Sheriff's right to issue discipline for any unjustified absence.
- e) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.
- f) He/she is convicted of, or pleads guilty or no contest to, a felony.
- g) The employee is on a layoff for more than twelve (12) months or, in the case of Workers' Compensation leave, thirty-six (36) months, or the length of the employee's seniority, whichever is less.

ARTICLE X **LAYOFF AND RECALL**

Section 10.1 Layoff

- a) The word "layoff" means a reduction in the work force due to the decrease of work or limitation in funds. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are qualified and capable of performing the work available.
 - 1. Probationary employees;
 - 2. Remaining seniority employees within the classification affected shall then be laid off, in the order of their seniority.
- b) When employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.

- c) Demotion in Lieu of Layoff. An employee subject to layoff who so requests shall, in lieu of layoff, be demoted by seniority to a lower position in the department, provided, however, that he/she is qualified and able to perform the required duties of that classification. Demotion shall be through classifications in which the employee previously held regular status. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.
- d) Employees to be laid off for an indefinite period of time will have at least (10) working days' notice or layoff. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 10.2 Requirement for Taking Recall A laid off seniority employee, if recalled to a job identical in rate to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 10.3 Recall

- a) The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the requirement that the employee is qualified and capable of performing the work required.
- b) 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 fourteen (14) calendar days of such notice of recall or his/her employment shall be terminated, unless an extension is granted by the Employer.
- c) In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon the laid off employee(s) until an employee who is able to return to work immediately is located. In such case, the employee who is able to return to work immediately will be given a temporary assignment not to exceed fourteen (14) 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 fourteen (14) day period.

Section 10.4 Seniority if Promoted Outside Unit An employee in a classification subject to the jurisdiction of the Union, who had been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one

he/she held at the time of his/her promotion, and he/she shall maintain the seniority rank he/she had at the time of his/her promotion plus up to twelve (12) additional months seniority as set forth above.

ARTICLE XI

LEAVES OF ABSENCE

Section 11.1 General Provisions A leave of absence is a written authorized absence from work without pay unless otherwise noted in this article. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Only a regular full time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence.

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

An employee on an approved leave of absence will accumulate seniority, however, the seniority of an employee will not accumulate while the employee is on an approved leave of absence of one (1) month or more.

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

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

- a) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.
- b) In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by the employer.
- c) All leave requests shall state the exact date on which the leave begins and the 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.
- d) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.

- e) Failure to return to work on the exact date scheduled shall be cause for termination.
- f) No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Employer.

UNPAID LEAVES OF ABSENCE

Section 11.2 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 to reserve duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in reserve duty for defense training. Such leave time shall not exceed two (2) calendar weeks. Employees called to reserve duty shall be paid the difference between any Reserve pay received and their regular wages for the time spent on active duty.
- b) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 11.3 Union Leave Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time and the number of working days will not exceed six (6) in any one (1) calendar year.

Section 11.4 Educational Leave An employee wishing to further his/her career with the County may be granted educational leave for a maximum of one (1) year without pay 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 11.5 Pay for 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 performance of their duties. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury or witness check to the Employer.

Section 11.6 Bereavement Leave/Pay

- a) When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, the employee, on request, will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral/memorial service. An employee may request additional time off which may be granted if circumstances substantiate the need for additional time as determined by the Sheriff. Such time would be without pay or, at the option of the employee, may be charged against their sick, vacation, or personal leave banks.
- b) An employee excused from work under this Section shall receive their base wage on such scheduled days of work for which he/she was excused.

Section 11.7 Personal Leave Regular full-time employees shall be granted 72 hours of personal leave each year at the beginning of the first pay period that covers the first pay date in December. New employees shall be granted this leave upon completion of six (6) months of continuous service, pro-rated on the number of months of service within the benefit year. Employees who have not completed six (6) months of continuous employment as of December 1st shall not receive leave for the prior year, however, shall receive the full 72 hours for the next year upon completion of six months of employment.

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

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

Any balance left, up to a maximum of 48 hours, following the last full pay period paid in November shall be paid at the employee's prevailing wage in a separate check on the first pay date in December.

ARTICLE XII **PROMOTIONS**

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

- a) Applicants must possess the ability and qualifications as described in the vacancy posting (job description).
- b) All promotions shall be on a competitive basis. The required examination for Captain shall consist of:
 - 50% Oral board evaluation
 - 50% Internal evaluation
- c) The employer will not be obligated to consider a request for promotion unless said request is submitted during the 10 calendar day posting period. Employees absent during the 10 calendar day period must give notice of their intent upon return to work.
- d) To be considered for such promotions in the Road Patrol division, an employee must have at least 10 years of Michigan certified police experience, at least 5 years of Michigan certified supervisory experience. To be considered for such promotions in the Corrections division, an employee must have at least 10 years of Michigan certified police and/or corrections experience, at least 5 years of Michigan certified police and/or corrections supervisory experience. For all promotions said employee must successfully pass a drug test and may not be on any probationary status within the department.
- e) The Sheriff of Grand Traverse County reserves the right to make a final determination for the selection of a Captain. In making this determination, the Sheriff shall be restricted to selecting from the top three candidates as identified by the oral board.
- f) All positions described as "promotional" positions must be filled within 120 calendar days after a vacancy has been declared by the Sheriff. This requirement may be waived as the result of mutual agreement between the parties.
- g) Any current bargaining unit employee who is promoted to a new position within the bargaining unit will serve an orientation period of twelve (12) months in the new position. The Union shall represent such employees for the purpose of collective bargaining, however, such employees may be demoted at any time by the Employer in its sole discretion and neither the employee so demoted nor the Union shall have

recourse to the grievance procedure over such demotion. Employees who are demoted for disciplinary reasons may be required to serve a six (6) month probationary period in the unit. If an employee is absent from work due to illness or other reasons for a period of seven (7) regularly scheduled work days or longer, such period of his/her absence shall be added to the orientation period.

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

ARTICLE XIII **LONGEVITY COMPENSATION**

Section 13.1 Longevity Provisions All regular employees promoted into the bargaining unit with an existing longevity plan, or hired into the bargaining unit prior to November 30, 2005, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- a) Grandfathered Plan A
 - 1) This plan is available only to employees employed full time on or before December 31, 1986.
 - 2) After completion of ten (10) years of seniority, a bonus of 5% of base pay, excluding overtime, shift differential, etc., if applicable, shall be paid for that year or portion of the year. At the completion of ten years (service date) which is less than twelve (12) months in that calendar year, the 5% longevity bonus is prorated over the balance of the calendar year.
 - 3) After completion of fifteen (15) years of seniority (service date), a longevity bonus of 10% of base pay shall be paid and prorated, if applicable, as in A.2 above.
 - 4) The longevity bonus amount may change as the percentage applicable is calculated on the new base rate for the calendar year.
- b) Grandfathered Plan B
 - 1) All full time employees hired between January 1, 1987 and November 30, 2005 are automatically assigned to this plan.

- 2) After completion of five (5) years of seniority (service date), the employee shall receive a \$50 longevity bonus, prorated over the remainder of the calendar year in which the completion of the five (5) years seniority (service date) occurs.
- 3) In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity pay bonus with no maximum limit.

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

c) General conditions applicable to both plans.

- 1) Bonuses will be paid by separate check, lump sum, on the first pay date in December and subject to applicable taxes.
- 2) At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.
- 3) Election by an employee of Plan A or Plan B, where applicable, is irrevocable.
- 4) Leaves of absence for periods in excess of thirty (30) calendar days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus.

ARTICLE XIV

HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

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

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

Section 14.3 Bargaining Unit Work

- a) No employee outside the Bargaining Unit will be assigned work which is normally recognized as Bargaining Unit work, except in the case of emergencies.

- b) The Employer will not assign Auxiliary Personnel where it replaces a regular employee, during the layoff of a regular employee.

ARTICLE XV **HOLIDAY PAY**

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

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

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

Section 15.3 Holidays falling on Weekend In the event of one of the holidays falling on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday.

Section 15.4 Floating Holiday Two floating holiday shall be credited to the employee as of January 1st of each calendar year. Employees who are hired on or after October 1st shall not be granted the floating holidays for that year. Such holidays shall not accrue from year to year or be paid out for any reason.

ARTICLE XVI **VACATION**

Section 16.1 Vacation Eligibility and Schedule Employees working under this Agreement shall receive paid vacations in accordance with the following schedule provided they are eligible.

An employee's vacation eligibility year shall be defined as the twelve (12) month period immediately preceding the employee's anniversary date of hiring and in yearly periods thereafter. Such shall be accrued on a bi-weekly basis in accordance with the below schedule.

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 25 years	160
25 or more years	200

Section 16.2 Carryover Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of one hundred sixty (160) hours.

Section 16.3 Vacation Pay Rate Vacation pay will be paid at the current rate of the employee. Current salary shall include any increase in salary schedule by reason of length of service or any percentage increase which an employee is entitled to by reason of any increment plans.

Section 16.4 Sick While on Vacation If any employee becomes ill and/or under the care of a duly licensed physician or recognized practitioner during his/her vacation and the employee utilized accumulated sick leave credits for the period of illness, his/her vacation for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

Section 16.5 Court Appearance While on Vacation No employee will be required to return for Court appearances while on vacation leave.

Section 16.6 Pay for Waiving Vacation A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the employer to reschedule his/her vacation, then the maximum carry-over provision of Section 16.2 will not be invoked, provided the employee utilizes the excess hours within three hundred sixty-five (365) calendar days.

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

Section 16.8 Payout upon Termination Members of this bargaining union prior to January 1, 2014 will be grandfathered on vacation payout as follows; upon termination of

employment due to resignation, death, retirement or dismissal, an employee, employee's spouse, designated beneficiary or employee's estate, shall be compensated in wages for all unused vacation leave through date of termination that such employee accrued.

Any Grand Traverse Sheriff Office employees that are promoted into this unit on/after January 1, 2014, shall be compensated in wages for all unused vacation leave through date of termination, up to the maximum vacation carryover limit, that such employee accrued.

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

ARTICLE XVII **SICK LEAVE**

Section 17.1 Sick Banks Eligibility Employees entering the bargaining unit and who have a sick bank from other County employment, shall have their sick banks frozen. Frozen sick banks may be used in the following instances:

1. For absences due to their own illness, or for up to 2 days illness for an immediate family member, after the personal hours have been exhausted.
2. For regularly scheduled hours during the first seven calendar days when an employee qualifies for the Short Term Disability 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 (as defined in Section 19.2 or eligible for drawing social security) or upon death shall be paid at the rate of one half (1/2) of any unused hours at the prevailing hourly rate of the employee, up to a maximum payout of four hundred and eighty (480) hours.

Probationary employees are ineligible for sick leave pay.

Section 17.2 Conversion to Vacation Employees may convert accumulated sick days in excess of one-hundred twenty (120) days on the basis of two (2) sick days for one (1) vacation day by notifying Human Resources in writing with a copy to the Sheriff.

ARTICLE XVIII

WORKERS' COMPENSATION

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

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

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

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

ARTICLE XIX

INSURANCE AND RETIREMENT

Section 19.1 Life and Accidental Death & Dismemberment The Employer agrees to pay the full premium for term Life Insurance and Accidental Death and Dismemberment Insurance after six (6) consecutive months of service for all regular full time employees in the amount of \$45,000 or one times annual 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 19.2 Retirement All regular full time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under the Municipal Employees Retirement System. The Employer shall contribute three percent (3%) of wages under the MERS Defined Contribution Plan. Employees may choose to make a one time irrevocable decision to contribute three percent (3%) of their wages to the plan, and if the employee chooses to contribute three percent (3%), the Employer will contribute an additional three percent (3%). Employees will be vested twenty five percent (25%) after three (3) years of service, fifty percent (50%) after four (4) years, seventy five percent (75%) after five (5) years,

and be fully vested after six (6) years of service. Eligibility for Defined Contribution benefits is made in accordance with MERS plan documents and IRS regulations.

Employees already enrolled under the MERS Defined Contribution Plan as of December 31, 2013, shall receive from the Employer 6% of wages into the Defined Contribution Plan. Employees who made the one time irrevocable decision to contribute 3% of their wages to the defined contribution plan, shall receive from the Employer 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.

Employees grandfathered under the MERS Defined Benefit Plan shall receive benefits calculated under the defined benefit plan with a 2.8% multiplier, the 25/out rider, ten (10) year vesting, E2 and FAC-3 riders of the Municipal Employees Retirement System.

The employee contribution toward this benefit will increase as follows:

- 1.) +1% effective 1/1/19 (total of 1% gross wage payroll deduction to pay for the MERS Defined Benefit plan); and
- 2.) +2% effective 1/1/20 (total of 3% gross wage payroll deduction to pay for the MERS Defined Benefit plan).

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

Any employee that is hired after January 1, 2014, that upon retirement is in this bargaining unit will not be eligible for retiree health care.

Section 19.3 Health Insurance The Employer shall provide health insurance benefits with a HSA plan, under the same terms and conditions, as non-union employees receive, which may change from time to time.

2024, 2025, 2026: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1 of 2024, 2025, and 2026, each employee will receive a total payment for each year, 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.

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.

Commencing January 1, 2019, 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.

- 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 monthly compensation may be fixed by the Board of Commissioners, but shall not be less than \$166.67 per month. Payments will be made once per year, paid at the same time non-union employees receive this payment.

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.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer reserves the right to modify the County's Health Initiative and content of any online questionnaire and any completion deadline requirements.

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.

The benefits provided under the Grand Traverse County Health Program shall be secondary to any personal protection or personal injury benefits carried by an employee through an insurer under a motor vehicle policy described in Section 500.3101 of the Michigan Compiled Laws.

Section 19.4 Retiree Health Insurance Employees who retire (as defined by Section 19.2) may enroll in the Employer's retiree group health, vision, and/or dental plans by notifying the Employer upon retirement of their wish to do so. Retirees must reimburse the Employer 50% of the monthly premium for Pre- age 65 group health insurance. Employees who have retired (as defined in Section 19.2) from the service of Grand Traverse County and who choose the health coverage, after reaching age 65, shall have their premium fully paid by the Employer. Any employee that is hired after January 1, 2014, that upon retirement is in this bargaining unit will not be eligible for retiree health care.

Retirees who have health insurance available from another source, better than or equal to the Employer's coverage, shall not be eligible for the above insurance. Retirees shall submit an affidavit each year stating whether or not they have coverage better than or equal to the Employer's coverage from another source.

Section 19.5 Optical and Dental Insurance The County will provide to regular employees optical and dental insurance coverage substantially equivalent to the Dental and Vision Plans as detailed on the County's website. Part-time employees will pay a pro- rated share of the premium based on their regular FTE through payroll deduction.

Eligibility and benefit provisions are provided subject to plan documents.

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

Section 19.6 EAP The Employer will provide an Employee Assistance Program for the members of the Bargaining Unit.

Section 19.7 Short Term Disability Insurance Employees who enter the bargaining unit on or after January 1, 1995, shall be eligible for the County's Short Term Disability Insurance coverage, such insurance to be effective the next day following one hundred eighty (180) calendar days of consecutive service as a regular employee in accordance with the plan documents. This insurance shall provide 66 2/3 percent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) calendar days per occurrence for absences due to eligible injury or illness as approved by the insurance carrier. The coverage

will begin on the eighth calendar day following injury or illness.

Eligibility and benefit provisions are provided subject to plan documents. Health insurance provided by the employer shall continue during the duration of this coverage. Available paid leave will be used to cover the elimination period before Short Term Disability begins.

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

ARTICLE XX **CLOTHING ALLOWANCE**

Section 20.1 Allowance Employees covered by this Collective Bargaining Agreement shall receive an annual clothing allowance in the amount of \$850.00. This allowance shall be paid on the first pay date after January 1st of each year.

Section 20.2 Dry Cleaning Dry cleaning service will be provided as arranged by the County for those employees of this Bargaining Unit who may utilize the issued uniform of the department. This dry cleaning provision does not apply to any article of personal clothing.

ARTICLE XXI **GENERAL**

Section 21.1 Union Visits to Workplace Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 21.2 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 his/her duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 21.3 Training Schools The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the County Board of Commissioners round trip if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 21.4 Mileage Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage at a rate established uniformly by the County Board of Commissioners.

Section 21.5 Defective Equipment The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. Command officers are responsible for making sure that equipment is repaired and in safe operating condition.

Section 21.6 Report of Accident An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with these provisions shall subject each employee to disciplinary action by the Employer. An employee who is injured while on the job, and cannot continue to work, will be paid for the remainder of his/her shift.

Section 21.7 Professional Liability Coverage The Employer shall provide law enforcement officer professional liability in the amount of \$10,000,000.00 per occurrence. Such liability shall include personal injuries of a comprehensive nature including, but not limited to, false arrest, detention or malicious prosecution, the publication or utterance of libel or slander or other defamatory or disparaging material, or publication or utterance in violation of an individual's rights of privacy; wrongful entry or eviction, or other invasion of the right of private occupancy; law enforcement liability, civil rights violations and employment discrimination.

Section 21.8 Bulletin Board The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or Steward for the Union. The Union will promptly remove from such bulletin board, upon request from the Employer, any material which is detrimental to the Union-Employer relationship.

Section 21.9 Rest Period Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

Section 21.10 Furnished Equipment The Employer shall furnish all equipment deemed necessary to perform the duties assigned to their classification, and keep same in safe operating condition. Employees will reimburse the Employer for the replacement of any equipment lost or damaged through the employee's gross negligence.

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

Section 21.12 Hours for Computation of Benefits All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for purpose of computing fringe benefits under this Agreement.

Section 21.13 Computing Salary Individuals in the bargaining unit are managerial, and as such, are salaried. Employees receive their full annual salary during the calendar year, receiving 1/26 of the salary on each bi-weekly pay date (occasionally there may be 27 pay dates during a calendar year, in which case the employee shall receive 1/27 of their annual salary on each pay date). If the employee leaves employment during the year, their final paycheck will be the difference between the pro-rated salary based on their final day at work and their regular year to date earnings. Pay is not based on a biweekly pay period, although biweekly reporting is used to track leave banks used. Employees coming into the bargaining unit will receive a pro-rated amount of 1/26 of the new salary, based on the effective date, on the first pay date following the effective date of the new classification.

Section 21.14 Union Examination of Records The Union shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Union, such records shall be furnished by the Employer for inspection.

Section 21.15 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) working days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 21.16 Tuition Reimbursement Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement according to the County's policy.

Section 21.17 Damage to Personal Property The Employer agrees to replace all personal property damaged in the line of duty under the following guidelines:

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

Section 21.18 Conditions of Employment The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the minimum standard in effect at the time of the signing of this Agreement. The equipment will be provided by the employer as needed and deemed necessary by the Employer.

Section 21.19 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) working 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 a 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:

Employees who achieve an average score of at least Seventy (70%) percent on all phases of the test will receive a total of \$500.00 additional compensation.

Employees who achieve an average score of at least Eighty (80%) percent on all phases of the test will receive a total of \$750.00 additional compensation.

Employees who achieve an average score of at least Ninety (90%) percent on all phases of the test will receive a total of \$1,000.00 additional compensation.

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 \$350.00 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 21.20 Stipend for Staff & Command Training Upon successful completion of the Staff & Command training program, a one-time stipend payment of One Thousand (\$1,000.00) dollars will be made to the employee. Said stipend shall not be considered for purposes of calculating the employee's longevity or personal day pay.

Section 21.21 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.

Section 21.22 Stipend for On-Call Employees shall receive a seventy (\$70) dollar stipend

for each week they serve in an on-call capacity. The Sheriff Department will submit the on-call calendar for the weeks each Command Officer serves on-call throughout the year to Human Resources. This will be paid on first pay period in December.

ARTICLE XXII
SAVINGS CLAUSE & OTHER AGREEMENTS

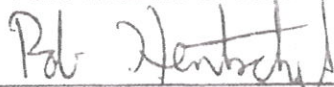
Section 22.1 Invalidation of Article or Section If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

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

ARTICLE XXIII
TERMINATION

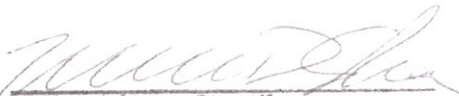
This Agreement shall be effective on January 1, 2024, and shall remain in full force and effect until December 31, 2026. Either party may request to commence negotiations 120 days prior to the contract termination date.

FOR THE EMPLOYER:



Rob Hentschel, Chairperson
Board of Commissioners

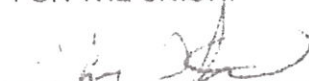
Date: 4/8/24



Michael Shea, Sheriff

Date: 04/09/24

FOR THE UNION:


Business Representative

Date: 4-1-24


Steward

Date: 4-8-24

APPROVED AS TO FORM FOR GRAND TRAVERSE COUNTY:
COHL, STOKER & TOSKEY, P.C.
By: Mattie D. Nordford, Esq.
On: March 18, 2024

N:\Client\Grand Traverse Co\Negs\Sheriff Teamsters Command\2024\Redraft\2024
- 2026 Teamsters Command Officers Labor Contract.docx

Appendix A

Wage Scales

TEAMSTERS COMMAND OFFICERS SALARY SCALE

EFFECTIVE 1/1/2024

Year	Increase	Lieutenant	Captain
2024	4%	\$91,726.00	\$105,486.00
2025	3%	\$94,477.78	\$108,650.58
2026	3%	\$97,312.11	\$111,910.10