

**AGREEMENT**

**BETWEEN**

**THE BOARD OF COMMISSIONERS AND THE SHERIFF**

**OF**

**GRAND TRAVERSE COUNTY**

**AND**

**MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL**

**CORRECTIONS SERGEANTS BARGAINING UNIT**

**For January 1, 2024 through December 31, 2026**

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**Appendix A – Wage 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 Michigan Fraternal Order of Police Labor Council, Corrections Sergeants Division, 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 the Michigan Fraternal Order of Police Labor Council, 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 Corrections Sergeants of the Sheriff's Department of Grand Traverse County (hereafter referred to as "Sergeant" in this Agreement).

The position of Sergeant is herein recognized as being a supervisory position within the Grand Traverse County Sheriff's Department and thereby has the responsibility to oversee and supervise the operations of their assigned work group. In recognizing that

the Sergeant shall be responsible for the operation of his/her assigned work group, the Employer further recognizes that the Sergeant shall be granted the appropriate authority to perform the supervisory duties.

**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 who are employed by the County in the collective bargaining unit set forth. For purposes of this Agreement, the following definition is 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) Temporary Appointment: The Employer reserves the right to appoint temporary Sergeants for specific projects or to cover extended absences, provided such period of appointment does not exceed one hundred eighty (180) calendar days, unless extended by mutual agreement between the Employer and the Union. An employee appointed as temporary Sergeant shall not be subject to the terms of this Agreement.

## **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** **AUTHORIZATION FOR DUES/FEES DEDUCTION**

**Section 3.1** A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

**Section 3.2** The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

**Section 3.3** Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI, 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

**Section 3.4** If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

**Section 3.5** 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.

**Section 3.6** Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

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

**Section 4.1 Board Members** The Employer agrees to recognize one (1) President and one (1) Vice President as representatives of the bargaining unit. Said Board Members being members of the bargaining unit with two (2) or more years of service and elected by the bargaining unit. Duties of the Board Members shall be limited to 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. In addition, both the President and Vice President shall serve as the Collective Bargaining Committee for purposes of negotiating a new labor agreement. Employer agrees to compensate the President and Vice President for all reasonable lost time from his/her regular scheduled 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 both employees.

**Section 4.2 Super Seniority** For purposes of layoff and recall, the President shall be senior on the seniority list, provided however, that such officer has the ability to perform the required work.

**Section 4.3 Notification of Representatives** The Union will furnish the Employer with the names of its authorized representatives and members of its committee 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, Board members 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 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. A grievance may be initiated by any employee covered by the terms of this Agreement or by their representative. Grievances are limited to matters of interpretation or application of the express terms of this Agreement. All grievances must be discussed with the Division Commander within five (5) working days after the occurrence of the circumstances giving rise to the grievance, or within five (5) working days after an employee should have reasonably known of the grievance. However, after speaking with the Division Commander, a potential grievance regarding employee health or safety must first be taken to the County's Safety Committee within the time specified above, and thereafter the time for filing a grievance will not begin to run until the Union is notified of the Safety Committee's conclusion.

- 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 Board Member must first discuss the matter orally with the Division Commander or his/her designee. The Division Commander shall respond within five (5) working days from the date in which the matter was discussed.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on regular grievance forms provided by the Local Union, signed by the employee and presented to the Sheriff or Undersheriff within five (5) working days of step 1 answer. The Sheriff or Undersheriff, shall answer written grievance within five (5) working days of receipt of same.

Step 3: Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Sheriff or Undersheriff 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) working days from the time the Union contacts the Employer 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 as hereinafter provided for in this Agreement.

**Section 6.2 General Information:**

- 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 suspension or a written reprimand and/or warning which is affixed to his/her personnel record, the Steward 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 (s)he 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 Board Member who must necessarily be present for direct participation in grievance adjustments with management. Such Board Member shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the

grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.

- G) Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- H) 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 6.3 Strikes or 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 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 Step 3, the Union representative may submit such grievance to arbitration. This submission is to be made within sixty (60) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Michigan Employment Relations Commission (MERC) 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 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.

**Section 7.2 Final and Binding** 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.

**Section 7.3 Fees of 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.

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

**Section 8.1 Just Cause** No employee shall be disciplined, suspended, demoted, or discharged except for just cause. It is mutually agreed that progressive discipline shall 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 Discharge or Suspension** The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Board Member and the Employer designate an area on or outside the Employer's 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 Board Member.

**Section 8.3 Criminal Offense** 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 8.4 Grievance Start for Discharge or 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 8.5 Polygraph** No employee will be required to take a polygraph test and such refusal will not be used against him.

**Section 8.6 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 Definition and Order:**

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 in the following order, provided that the employees who remain are qualified and capable of performing the work available:

1. Temporary employees;
2. Sergeants shall then be laid off by classification seniority.

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

B) In lieu of layoff, it may be mutually agreed that the work week may be reduced to not less than thirty-two (32) hours per week.

C) Upon being laid off from his/her classification, an employee who so requests shall, in lieu of layoff, be permitted to take another classification in the Department, of a lesser rank, provided, however, that (s)he is qualified and capable of performing the required duties of that classification and that (s)he has more seniority than the employee (s)he is to replace. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.

D) 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 notification of recall or his/her employment shall be terminated, unless an extension is granted by the Employer.

E) In the event a recall is necessary on less than three (3) calendar days' notice, the employer may call upon the laid-off employee(s), 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 fourteen (14) calendar 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) calendar day period.

- F) Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff. The Board Member 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.
- G) Employees who change classification in lieu of layoff shall have recall rights back to the job from which (s)he was laid off within the bargaining unit for a period of twenty- four (24) months, or the length of their seniority within this bargaining unit, whichever is less.

**Section 9.2 Required to take Recall** A laid off seniority employee, if recalled to a job at the pay rate of the job from which (s)he was laid off within the bargaining unit, and further provided said employee has the qualifications and 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 qualified 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/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 purposes 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 (including maternity) 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 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.

### **Medical Certificates and Examinations**

Employees requesting leave for sickness or injury or a continuation of leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or

mental condition reasonably raises a question as to the employee's capabilities to perform his or her job, the Employer may require a medical examination at its expense and, if cause is found, require the employee to take or remain on sick leave of absence. The Employer may require as a condition of any leave due to an illness or injury, regardless of duration, a medical certificate setting forth the reasons for the leave.

## **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, Air Force Reserve, or Coast Guard 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 may 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 any 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 seven (7) in any one (1) calendar year unless otherwise agreed to by the employer.

**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. The employee's seniority will not accrue while on Educational Leave.

## **PAID LEAVES OF ABSENCE**

**Section 10.5 Court Leave** Employees shall be granted leave of absence with pay when they are required to report to 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 the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent on such matters after turning over the fees to the Employer.

**Section 10.6 Bereavement** Leave When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, current brother-in-law, current sister-in-law, the employee, on request, will be excused with pay for not to exceed three (3) normally scheduled working days following the date of death, provided he/she 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. 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 employee, shall be granted 72 hours of personal leave each year in the first pay period which is paid 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 hires shall receive an initial pro-rated amount of leave upon completion of 90 days of continuous employment, pro-rated on the number of months of service within the benefit year. Employees who have not completed 90 days of continuous employment as of December 1st shall not receive leave for the prior year; however, shall receive the full 72 hours for the new year upon completion of six (6) months of employment. Any personal leave balance, up to 48 hours, following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

This leave may be used at the employee's discretion for sick or personal reasons. 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. If an employee has been off work due to sickness or accident for three (3) consecutive work days may be required to submit a statement from a physician to verify such illnesses. Time must be used in one-half (1/2) hour increments. Claim for payment must be submitted on a form provided by the Employer.

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

**Section 11.1 Definition** Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his 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 employees who have not been promoted or transferred from within the department shall serve a probationary period of twelve (12) months. If an employee is absent from work due to illness or other reasons for a period of seven (7) days or longer, such period of his/her absence shall be added to the probationary period.
- B) Promotion to Sergeant: Employees promoted to the classification of Sergeant shall serve a one (1) year orientation period. During such orientation period, the employer, for just cause, 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. The employee demoted shall not be permitted to disrupt the then in effect shift preference of other employees within the bargaining unit. 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) The Union shall represent such 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.
- D) During the probationary period an employee shall be eligible for employee benefits consistent with plan documents unless expressly provided otherwise in this Agreement. After an employee has successfully completed their probationary period of employment, they shall be put on the seniority list and such seniority shall be as of their 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 Board Member's Seniority** Seniority with reference to the Board Member shall be in accordance with Section 4.2.

**Section 11.5 Loss of Seniority and Employment Relationship** An employee's seniority and employment relationship with the Employer shall terminate for the following reasons:

- A) He/she quits, retires or resigns. When an employee expects to separate 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 through the grievance procedure.
- C) He/she is absent for three (3) scheduled working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This is not to be construed as limiting the right to issue discipline for any unjustified absence. Exceptions may be made due to circumstances beyond the control of the employee.
- D) He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.
- E) He/she is convicted of, or pleads guilty to or no contest to, a felony.
- F) He/she has exhausted all of their sick, vacation, personal and comp leave banks and is not approved for any other leave.

## **ARTICLE XII**

### **LONGEVITY COMPENSATION**

#### **Section 12.1 Longevity Schedule**

- A) Grandfathered Plan B Regular employees promoted into the bargaining unit with an existing longevity plan or hired prior to November 30, 2005, shall receive a longevity bonus payable on the first pay date in December at the rate and under the following schedule (Plan B):

After completion of five (5) years of service the employee shall receive a \$50 longevity bonus. 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 Promotions into the Bargaining** Unit Any employee promoted into the bargaining unit who is covered by Plan A at the time of the promotion shall continue to fall under Plan A.

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

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

**Section 13.1 Regular Schedule** 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 paid meal period.

- A) 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.

**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.

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

- A) Daily - All work performed in excess of the employee's normal work day (eight (8), ten (10) or twelve (12)) hours in any twenty-four (24) hour period as authorized and approved by the Employer. A day would start at 2100 hours and end the next day at 2100 hours. Should the shift hours change a day would start at the beginning of the first shift, commonly referred to as being the midnight shift.
- B) Periodically - All work performed in excess of 160 hours within a twenty-eight (28) calendar day schedule. 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) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among qualified employees within a reasonable period of time and within the division affected.
- E) An overtime distribution sheet shall be kept current and shall be posted. Overtime worked shall be added to the overtime distribution sheet on a daily basis. Deputies promoted into this unit will start on the overtime distribution sheet at 12 hours below the Sergeant with the lowest number of hours on the overtime distribution sheet.
- F) When an overtime assignment occurs, the qualified employee with the lowest number of overtime hours worked on an overtime distribution sheet, within the division affected, shall be offered the overtime. If the employee refuses, he/she will

be charged with those hours as if worked. This procedure shall be repeated until the three (3) employees with the lowest number of overtime hours worked on the overtime distribution sheet have been offered overtime. In the event that none of the lowest three (3) employees accept the overtime or they cannot be contacted, the overtime may be offered to any qualified and eligible employee on a volunteer basis. If a volunteer cannot be located in a reasonable amount of time, the lowest employee on the equalization list will be ordered in. If an employee is off on authorized leave of absence, their place on the overtime equalization list will freeze until they return to duty. For example, if at the time of leave the employee is at the top of the list, upon return they will be placed at the same number of hours above the second position. If at the time of leave the employee is in a position other than the top, upon return they will be placed at the same number of hours below the position that was above them.

**Section 13.4 Shift Assignments** Shift assignments will be made on an eighty-four (84) or one hundred twelve (112) day basis. The Employer shall endeavor to make bid assignment awards (Bid Award Date) one full bid period (84 or 112 days) prior to the start of the new work period being bid. Officers shall indicate their shift preference thirty (30) days prior to the Bid Award Date to allow for coordination of bids and vacation requests.

Determination of the shift assignments shall be based on the employee's preference according to his/her classification seniority within the division. 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. The Employer maintains the right to make temporary assignments in mid bid due to extended illnesses.

**Section 13.5 Shift Premium** Employees assigned and working on shifts commencing at or after 3 p.m., or on a shift scheduled as the normally scheduled afternoon shift, shall receive a shift differential of sixty-five cents (\$.65) per hour in addition to their regular pay. Employees assigned to and working on shifts commencing at or after 11 p.m., or on a shift scheduled as the normally scheduled midnight shift, shall receive a shift differential of ninety cents (\$.90) per hour in addition to their regular hourly rate.

Employees working an eight hour day will receive a shift premium if they work four or more hours of a shift that is associated with a shift premium. Employees working ten hour days will receive a shift premium if they work five or more hours into a shift that earns a premium.

**Section 13.6 Regular Days Off** All members of the bargaining unit shall receive eight (8) regular days off (RDOs) per 28 day schedule period.

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

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

New Year's Day  
Good Friday or Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
Floating Holiday (see Section 14.9)

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

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

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

**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 for Working on a Holiday** Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one half (1 ½) for all hours worked.

**Section 14.6 Holiday Pay Straight Time Hours** Employees who do not work on the holidays, and who meet the eligibility requirements, shall be compensated for such holiday based on the employee's normal work day (eight (8), ten (10) or twelve (12) hours) at the straight time hourly rate, excluding premiums, of the particular employee.

**Section 14.7 Unexcused Leave on Scheduled Holiday** When an employee is scheduled to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, (s)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 working five day operations shall receive Good Friday, those working seven day operations shall receive Easter Sunday as their holiday. Employees will be considered as having been assigned to a five (5) day operation if their schedule reflects such an assignment for one (1) month or more.

**Section 14.9 Floating Holiday** Each regular full-time employee shall be credited two (2), eight (8) hour Floating Holidays as of January 1st, in the first pay period of each calendar year. All Employees who are hired on or after October 1st shall not be granted any floating holidays for that year.

## **ARTICLE XV** **VACATION**

**Section 15.1 Vacation 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**

<b><u>YEARS OF SERVICE</u></b>	<b><u>HOURS</u></b>
Less than 3 years	80
3, but less than 5 years	96
5, but less than 10 years	120
10, but less than 15	136
15, but less than 25 years	160
25 or more years	200

**Section 15.2 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 on the employee's service date.

**Section 15.3 Rate of Pay** Vacation pay will be paid at the current rate of employee.

**Section 15.4 Illness while on Vacation** If any employee becomes ill and is under care of a duly licensed physician or recognized practitioner during his/her vacation and the employee utilizes 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 15.5 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 ninety (90) calendar days.

**Section 15.6 Scheduling Vacations** In order to consider the wishes of employees by seniority when scheduling vacations, and taking into consideration the needs of the department, requests for vacation shall be submitted in conjunction with shift bids. Such vacation requests will only be considered for award for the time period affected by the shift bid. Such requests must be submitted no later than thirty (30) days prior to the shift Bid Award Date for the work period affected. Vacation periods will be awarded by the Division Commander to assure that awarded vacation periods will not interfere with the efficient operation of the Department.

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

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

**Section 15.7 Payout upon Termination** Upon termination of employment due to resignation, death, retirement or dismissal, an employee, employee's spouse, designated beneficiary or employee's estate shall be compensated in wages for all unused vacation leave, up to the maximum vacation carryover limit, through date of termination that such employee has accrued.

**Section 15.8 Scheduling with RDOs** Employees shall be permitted to schedule their vacation in conjunction with their regular pass days.

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

**Section 16.1 Sick Leave Accrual** For those employees who were hired with the employer before December 1, 1996, and who did not make a written irrevocable selection of the Short Term Disability Plan (previously the Sick and Accident Plan), shall accumulate paid sick days at the rate of eight (8) hours 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 Claim for Sick 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 Payment of Sick Leave upon Retirement/Death** Upon retirement (as defined in Section 17.6) or death of an employee, payment of unused sick leave at the regular rate of pay will be made at the rate of fifty percent (50%) of all sick days credited to the employee's sick bank.

**Section 16.4 Conversion of Sick Leave to Vacation** 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** Employees absent from work due to illness must notify their immediate supervisor at least one (1) 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 on or after December 1, 1996, or current employees who have made a written irrevocable selection of the Short Term Disability Insurance Plan by December 31, 1996, shall have their sick banks frozen and shall not be eligible for sick leave accumulation as of December 1, 1996, as described in this article. Frozen sick leave banks may be used in the following instances:

- A) For absences due to illness (including illness in the immediate family-- spouse, children, parents, or guardian--if the employee is the only person available to render such care) after the eight (8) personal days have been exhausted.
- B) For the first seven (7) calendar days when an employee qualifies for the Short Term Disability Insurance coverage.
- C) When an employee qualifies for the Short Term Disability Insurance coverage, but chooses to use their frozen sick bank first in order to receive full pay.

Upon retirement or death of an employee, payment of unused sick leave at the regular rate of pay will be made at the rate of fifty percent (50%) of all sick days credited to the employee's frozen sick bank.

## **ARTICLE XVII** **INSURANCE AND RETIREMENT**

**Section 17.1 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 and 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 month on the first paycheck in each month that the employee would otherwise be eligible for health insurance coverage.

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.

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

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 Optical and Dental Insurance** The County will provide to regular employees optical and dental coverage substantially equivalent to the Grand Traverse County 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 17.3 Health for Retirees** Employees who have retired from the service of the Grand Traverse County Sheriff's Department shall be entitled to group rates under the hospitalization plan. Effective January 1, 2001, employees who retire (as defined in Section 17.5) may continue the County's group health insurance by reimbursing the Employer 50% of the monthly premium until age 65. Only employees hired into this unit before 12/31/14 shall be eligible for Retiree Health Insurance.

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 17.4 Workers Compensation** Each employee will be covered by the applicable workers' compensation laws. 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 a period of time of up to eighteen (18) months. In addition, the employee's health, dental, optical and life insurance described in Sections 17.1, 17.2, and 17.7 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 release to return to work from all treating physicians.

If an employee who is grandfathered under the Municipal Employees Retirement System Defined Benefit (DB) plan qualifies for a duty disability retirement as determined by the Municipal Employees Retirement System, the employee shall also be eligible for retiree health insurance consistent with the terms of Section 17.3.

**Section 17.5 Unemployment** The Employer agrees to provide unemployment insurance coverage for all employees under this Agreement in accordance with Michigan law.

**Section 17.6 Retirement Plan** 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 6% of wages under the MERS 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 vested 25% after 3 years of service, 50% after 4 years, 75% after 5 years, and be 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, with the F50/25 rider, and E2 rider of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer. The employee contribution toward this benefit will increase as follows:

- A) +1% effective 1/1/19 (total of 1% gross wage payroll deduction to pay for the MERS Defined Benefit plan); and
- B) +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 age 50 with 25 years of service shall be used for determination of age of retirement for benefits which require eligibility to draw a pension benefit.

**Section 17.7 Life and AD&D Insurance** The Employer agrees to pay the full premium for term Life and Accidental Death and Dismemberment Insurance after six (6) consecutive months of service for regular full-time employees. Such insurance to be in the amount of \$20,000 or one (1) times the employee's annual base salary (whichever is greater).

**Section 17.8 Short Term Disability Insurance** All regular full time employees, who are hired on or after January 1, 1997, shall be eligible for Short Term Disability Insurance, said coverage to be effective the next day following one hundred eighty (180) consecutive calendar days of service as a regular employee in accordance with plan documents. Current employees who transfer into the unit and who have already made the irrevocable selection of Plan A (Sick and Accident Plan) shall remain under the Short Term Disability coverage. Current employees of the bargaining unit who have made a written irrevocable selection of the Sick and Accident Plan by December 31, 1996, shall be covered effective January 1, 1997. This coverage shall provide, at a minimum, 66 2/3 per cent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) calendar days per occurrence for absences due to approved injury or illness, as approved by the insurance carrier. The coverage shall begin on the eighth day following injury or illness. Health, dental, optical and life insurance provided by the Employer shall continue during the duration of this coverage. Employees must use paid leave to cover the eligibility period before going on Short Term Disability. 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.

**Section 17.9 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 17.10 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 Vacancies** 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 from the eligibility list within the appropriate division. If there is no current eligibility list for the specific position, the Sheriff or his/her designee shall assign the most qualified employee to the position. 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 or his/her designee 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 one hundred eighty (180) days without mutual consent of the parties.

## **ARTICLE XIX** **CLOTHING ALLOWANCE**

**Section 19.1 Allowance** Plain clothes personnel shall receive an annual clothing and cleaning allowance of Seven Hundred and Fifty Dollars (\$750.00). This allowance shall be paid on the second pay in January of each year.

**Section 19.2 Boot Allowance** The Employer will pay an annual boot allowance of \$350.00. This allowance shall be paid on the second pay in January of each year.

## **ARTICLE XX**

### **UNIFORMS AND EQUIPMENT**

**Section 20.1 Uniforms** 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 one (1) summer/winter combination jacket and to replace such items as necessary.

The present program of maintenance shall be continued through the life of this contract.

The Employer shall furnish all equipment it deems necessary to the employee to perform their respective work assignments and shall keep all equipment in safe operating condition.

## **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 File** 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 Firing Range** The Employer shall make a firing range and ammunition or simulator available to the employees for instructional shooting up to four (4) times in each calendar year. The Employer will provide paid qualification time for each employee who is required to attend a mandatory shoot. All instructional and qualification shooting will be supervised by a qualified range officer.

**Section 21.5 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 Board Members 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 21.6 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 21.7 Tuition** The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay.

**Section 21.8 Travel** 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, (s)he shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.

**Section 21.9 Equipment** If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects in writing on forms provided by the employer, or on the individual officer's daily report. If the supervisor determines the equipment to be defective, (s)he 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, (s)he must so notify the employee in writing.

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 21.10 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 21.11 False Arrest** The Employer shall pay the cost of \$500,000.00 for False Arrest Insurance, provided such coverage is available. In the event such coverage becomes unavailable to the County, the County shall immediately notify the Union and this issue shall become negotiable.

**Section 21.12 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 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 21.13 Minimum 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, for training, 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.

**Section 21.14 Bonding** Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

**Section 21.15 Minimum for Court Call In** 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.

**Section 21.16 Minimum for 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 in 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 21.17 Hours for Benefits** 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 21.18 Pay Periods** The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Pay day will be every other Friday.

**Section 21.19 Union Examination of Time 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 21.20 Rules, Regulations, Policies and Procedures** The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provision of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

### **Section 21.21 Prisoner Transports**

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

### **Section 21.22 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 divisional commanders, on call Captain/Lieutenant, Undersheriff, or Sheriff, and in cases of emergency.
- 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, unless they refuse.

**Section 21.23 Compensatory Time** 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 (accrue) and use compensatory time to a maximum of 60 hours. Compensatory time may be requested of the Sheriff and at his/her discretion may be granted when workload and scheduling may permit but it may not be denied based on the creation of overtime pursuant to *Beck v Cleveland*, 390 F 3d 912 (6th Cir. Ct. 2004). Any Comp Bank balance remaining following the last full pay period in November shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

**Section 21.23 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 21.24 Personal Property** The Employer agrees to replace all personal property damaged in the line of duty under the following guidelines:

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

**Section 21.25 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 an eighty (80) hour 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 achieve a result of at least sixty (60%) percent on each phase of the test to pass the test.

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 \$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, in the Physical Maintenance Program Policy, Sheriff Department Policy No. 3.023, will show the standards that each employee must meet. Testing procedures and standards mentioned in the Policy will be subject to negotiation.

**Section 21.27 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 21.28 Emergency Work Assignments** It is recognized that the Employer is in the business of providing public services, and that during an emergency, work assignments, personnel and procedures may be reasonably modified to meet the demands of the emergency.

**Section 21.29 Drug and Alcohol Testing** The parties will comply with their negotiated drug and alcohol testing policy, Sheriff Department Policy No. 3.038, which is dated effective March 16, 2009.

## **ARTICLE** **XXII PROMOTIONS**

**Section 22.1 General Provisions:** The Employer will make promotions within the department available to its employees who possess the qualifications 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 classifications of Lieutenant and Captain.

- A) Applicants must possess the ability and qualifications as described in the vacancy posting (classification description).
- B) All promotions shall be based on a competitive basis. The required process shall consist equally of:

- A written examination
  - An External Board
  - An Internal Board

Each phase of the promotional process will equal 100 points. The number of points a candidate receives on each phase will be determined as follows: If the total possible score for a particular phase is 240 and a candidate scores a 189, the candidate has earned 78% of the possible score and earns 78 points. After adding the total earned for the three phases, each candidate will receive an additional point for each year of supervisory experience, prorated to the last completed month, with this office.

The Written Examination will be an examination that assesses the general knowledge of the candidate as it pertains to supervision and Law Enforcement/Corrections. The test offered will be a professional assessment prepared by a professional assessment/test organization. **The candidate must successfully pass the written test with a score of sixty (60%) percent or higher to advance to the Internal and External Boards.**

The Internal Board will be made up of three individuals with the rank of Lieutenant rank or higher in Law Enforcement/Corrections within the department, appointed by the Sheriff, excluding the Sheriff. The purpose of the Internal Board will be to provide an assessment of the candidate's qualifications and ability to perform in the position the candidate is testing. The Internal Board will also be responsible for reviewing the candidate's personnel file and evaluating their performance.

The External Board will be made up of one (1) Law Enforcement/Corrections officer of Lieutenant rank or higher from an outside agency, one (1) sheriff from a county sheriff's department in the immediate area, one (1) person selected by the Sergeants union of Lieutenant rank or higher in Law Enforcement/Corrections, and one (1) Grand Traverse County Human Resources representative. The purpose of the External Board is to provide an objective assessment of the candidate's ability to perform in the position the candidate is testing for.

- C) The employer will not be obligated to consider a request for promotion unless said request is submitted during the 10 day posting period. Employees absent during the 10 day period must give notice of their intent upon return to work.
- D) To be considered for promotions, an employee must have at least eight (8) years of Michigan certified police / corrections experience, at least two (2) years of Michigan certified police / corrections supervisory experience, and successfully pass a drug test. Said employee 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 and Lieutenant. In making this determination, the Sheriff shall be restricted to selecting from the top three candidates as identified by the above process.
- F) If employees of the department are not qualified to fill the promotional vacancy, the positions may be filled by employment of other personnel. However, before outside applicants may be considered to fill this vacancy, the outside applicants must complete all the aforementioned selection procedures and must have a minimum of a four (4) year college degree and six (6) years of police experience.
- G) Employees promoted/appointed to a higher classification shall serve a one (1) year orientation period. During such orientation period, the Employer 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. In either event, employees shall not lose seniority for previous time in grade, plus 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.
- H) Candidates in this Unit that are testing for the position of Captain will be required to follow the promotional process that is enumerated in the Captain's and Lieutenant's Collective Bargaining Agreement.
- I) Once a candidate is assigned to a position through the promotional process, and the candidate subsequently returns to their former classification, the Sheriff will

have the option of moving the fourth candidate on the eligibility list to the third position and then be restricted to selecting from the top three (3) candidates. If the eligibility list falls below three (3) candidates the Sheriff may have the option of changing the qualifications to ensure an eligibility list of at least three (3) candidates or offer the position to those outside of the Office. Eligibility list shall remain active for 365 days from the date of first appointment.

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

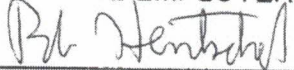
**ARTICLE XXIV**  
**MAINTENANCE OF STANDARDS**

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

**ARTICLE XXV**  
**TERMINATION**

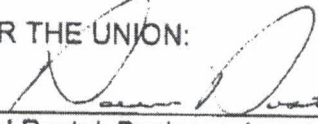
This Agreement shall be effective retroactive to the first full pay period after January 1, 2024, and shall remain in full force and effect until December 31, 2026. Either party may request to commence negotiations 120 days prior to the contract termination date.

FOR THE EMPLOYER:

  
Rob Hentschel, Chairperson      Date  
Board of Commissioners

  
Michael Shea, Sheriff      Date

FOR THE UNION:

  
Paul Postal, Business Agent      Date 8-5-24

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

# Appendix A

## Wage Scales

FOP Corrections Sergeants  
2024

4% increase

	5	6
J	36.73	38.43

FOP Corrections Sergeants  
2025

3% increase

	5	6
J	37.83	39.58

FOP Corrections Sergeants  
2026

3% increase

	5	6
J	38.96	40.77