

ORIGINAL FOR EXECUTION

AGREEMENT

Between

COUNTY OF SHIAWASSEE

and

SHIAWASSEE COUNTY SHERIFF

AND

TEAMSTERS STATE, COUNTY AND

MUNICIPAL WORKERS

LOCAL 214

NON-SUPERVISORY UNIT

April 1, 2009 through March 31, 2012

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AGREEMENT

THIS AGREEMENT, entered into between the Board of Commissioners and the Sheriff for the County of Shiawassee, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer," and Teamsters Local 214, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties and shall be effective the 1st day of April, 2009, unless otherwise noted in this Agreement.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of 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, as required by law.

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.

ARTICLE 1 RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other specified conditions of employment, during the term of this Agreement, for those employees of the Employer in a bargaining unit consisting of "all , Deputy Sheriffs, Correction Officers, Dispatchers and Secretaries of the Shiawassee County Sheriff's Department."

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. General

Except as otherwise provided in this Agreement, the Employer retains all rights, functions, powers and authority pursuant to the laws and the constitutions of both the State of Michigan and the United States of America which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement. Without limiting the generality of the above statement these rights include but are not limited to:

- A. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitutions of the State of Michigan or the United States of America.
- B. Direction of Work Force. The Sheriff reserves the right to direct the work force and assign duties and responsibilities.
- C. Discipline and Discharge. The Sheriff reserves the right to discipline and discharge in conformance with the terms of this contract.
- D. Medical Examination.
 - (1) The Employer reserves the right to require an employee, at the Employer's expense, if not covered by county insurance, to undergo medical examination (1) if it should appear that said employee is having difficulty in performing his/her duties based upon health related reasons, or (2) on return from leave of absence.
 - (2) The medical examination shall be given by a doctor selected by the Employer.
 - (3) In the event the employee is not satisfied with the opinion of the examining doctor the employee may submit a written opinion from a doctor of his/her own choice.
 - (4) In the event the opinions differ, the doctors shall agree upon a third doctor who shall examine the employee and submit a written opinion and the decision/recommendation of such third doctor shall be binding on both parties.
 - (a) The expense of the third doctor shall be shared equally by the Employer and the employee.
- E. Overtime. The Sheriff has the right to assign overtime work provided it does not conflict with the terms of this Agreement.

- F. Retention of Rights. The Employer/Sheriff reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc.
- G. Work Methods. The Sheriff shall have the right to determine and to establish the methods and processes by which work is performed.

Section 2.

Non-bargaining unit command officers may be assigned to perform work which is normally performed by bargaining unit members provided such assignments were not for the purpose of laying off bargaining unit members or for the purpose of excluding all bargaining unit members from overtime assignments.

Section 3. Rules and Regulations

- A. The Sheriff shall have, within his discretion, the right to make reasonable rules and regulations and to amend, supplement or delete such rules and regulations.
- B. However, the Union's Business Representative and the Union Stewards shall receive a copy of any new or modified rule or regulation thirty (30) days prior to its implementation unless conditions warrant immediate implementation.
- C. If the Union disagrees with the new or modified rule or regulation, it may request to meet and confer with the Sheriff on the proposed rule(s).
- D. If the Union believes the new or modified rule or regulation creates a conflict with the terms of the Collective Bargaining Agreement, a grievance may be filed.

ARTICLE 3 **WEAPONS QUALIFICATION**

Section 1.

- A. The Employer shall make a firing range and ammunition available to certified police officers for target shooting and the employees shall qualify with their sidearm a minimum of twice yearly.
- B. If an officer does not qualify he shall be immediately suspended without pay.

- C. If the officer does not qualify within the next thirty (30) days after the suspension he may be reassigned or terminated from employment at the Sheriff's discretion.
- D. If the Sheriff decides to reassign the officer he shall be paid at the rate of the new classification.

ARTICLE 4
PROBATION

Section 1.

- A. All newly hired full time law enforcement employees shall be probationary for the first twelve (12) months of employment or for twelve (12) months from the date of graduation from the Police Academy if not certified police officers when hired.
- B. All newly hired corrections and Dispatch employees shall be probationary for the first twelve (12) months of employment.
- C. All other new employees hired into the bargaining unit shall be probationary employees for twelve (12) months from the date of hire.
- D. Trial Period. Employees who change classifications shall be subject to reinstatement to their prior classification during the first six (6) months in the new classification. Such determination shall be in the sole discretion of the Sheriff.
- E. There shall be no seniority among probationary employees.
- F. Twelve months probationary periods may be extended only for equivalent time missed during the probationary period.

Section 2. Representation During Probation.

- A. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment.
- B. During the probationary period and extensions thereof, the employee may be disciplined or terminated for any reason or for no reason except for union activities.
- C. Such probationary employee shall be without recourse to and/or such discipline shall be without regard to this Agreement and such probationary employee shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge.

ARTICLE 5
AGREEMENT NOT TO STRIKE

Section 1.

- A. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer.
- B. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

ARTICLE 6
UNION SECURITY AND DUES DEDUCTION

Section 1. Union Security

- A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit.
- B. The Employer and the Union agree that neither will interfere with, restrain or coerce employees into union membership.
- C. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in this Agreement, during working hours or in any manner that may interfere with employees engaging in work.

Section 2. Dues Deduction

- A. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union.
- C. The Secretary-Treasurer of the Local Union shall certify the amount to be deducted and the legality of the adopting action specifying the amounts of the Union dues and/or initiation fees.

- D. The Employer agrees during the period of this Agreement to provide this check-off service without charge to the Union.

Section 3. Representation Fee Deduction

- A. All employees in the bargaining unit who are not members of the union shall, as a condition of continued employment, pay to the Union a representation fee.
- B. Such payments shall commence for new employees thirty-one (31) days following the date of employment.

Section 4. Union Dues and Representation Fees

Monthly union dues and representation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

Section 5. Indemnification

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement.

ARTICLE 7
STEWARDS AND ALTERNATE STEWARDS

Section 1. Selection Procedure

- A. Bargaining unit members from each division shall select a Steward who is a regular employee to represent them.
- B. Bargaining unit members may also select an alternate Steward who is a regular employee to represent them in the absence of the Steward.

Section 2. Investigation/Presentation of Grievances

- A. The Steward or the Alternate, in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his Supervisor to do so.
- B. The Supervisor shall grant permission within a reasonable time after the first hour of the shift for the Steward to leave his work for these purposes, subject to necessary emergency exceptions.

- C. The privilege of the Steward to leave his work station during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.
- D. The Steward and Alternate Steward may be required to record time spent investigating and presenting grievances.
- E. All Stewards will perform their regular assigned work except whenever necessary to leave their work to process grievances as provided herein.

Section 3. Notice of Union Leadership

The Union will furnish the Employer in writing with the names of its authorized representatives and members of its committees who are employed within the unit and such changes as may occur from time to time so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.

ARTICLE 8
BARGAINING COMMITTEE

Section 1. Composition

- A. The Bargaining Committee will include not more than three (3) employees.
 - (1) In addition thereto, it may include not more than two (2) non-employee representatives from the Union.
- B. The Union will furnish the Employer with a written list of the Bargaining Committee members prior to the first bargaining meeting and all changes thereto.

Section 2. Compensation

- A. Employee members of the Bargaining Committee will be paid for the time spent in negotiations for the hours they would have worked in the event they are scheduled to work during a bargaining meeting.
 - (1) Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift.
 - (2) No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.
- B. Employees shall return to their work station after negotiations have terminated provided that there is time left in their normal schedule.

- C. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.

ARTICLE 9
SPECIAL CONFERENCES

Section 1.

- A. Special conferences for important matters not normally subject to the grievance procedure will be arranged, between the Union and the Employer or his designated representative upon the request of either party.
- B. It is understood that these special meetings shall not be for the purpose of conducting continued bargaining negotiations.

Section 2.

- A. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Local Union.
- B. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.
- C. Matters taken up in special conferences shall be confined to those included in the agenda.
- D. Conferences shall be held during regular working hours.
- E. The employee shall only be paid for the time spent in special conferences for which he was scheduled to work.

Section 3.

Special conferences shall be scheduled within fifteen (15) days after the request is made unless otherwise agreed.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance

- A. A grievance shall mean a complaint or a dispute by an employee in the bargaining unit which expresses his belief that there is a violation of or misinterpretation of the provisions of this Agreement.

- B. Any grievance filed shall refer to the specific provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.
- C. All grievances shall be commenced within five (5) days after the grievance has become known, or should reasonably have been known, by the employee.

Section 2. Grievance Procedure

All grievances shall be handled in the following manner:

Step 1: Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within five (5) days as outlined above, discuss it with his/her immediate supervisor with the object of resolving the matter informally.

Step 2: Written Procedure.

- A. If the grievance is not satisfactorily resolved at Step 1, the employee shall reduce the grievance to writing and present it to the Sheriff within five (5) days after the verbal discussion of Step 1.
- B. The grievance shall be dated and signed by the aggrieved employee and his/her Steward and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired.
- C. The Sheriff or his representative shall make his/her written disposition of the grievance to the steward within ten (10) days of receipt of the grievance.

Step 3A: Grievance Procedure for the Internal Operations of the Department.

- A. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Sheriff or his designee within five (5) days following receipt of the written answer in Step 2.
- B.
 - (1) Within ten (10) days after the grievance has been appealed, a meeting shall be held between the Sheriff and/or his designee and the Union Steward and Grievant.
 - (2) Either party may have non-employee representatives present, if desired.

(3) In the event the meeting cannot be held within the ten (10) day period, the parties mutually agree that it shall be scheduled for a date mutually convenient for the parties without unreasonable delay.

C.

(1) The Sheriff shall place his written answer on the grievance within seven (7) days following the meeting.

(2) In order for the decision to be binding at Step 3, the answer must bear the signature of the Sheriff or his designee.

D. Appeal from this step shall be to Section 3, Arbitration.

E.

(1) It is understood by all parties that neither the Sheriff or any command officer has the authority to bind the Board of Commissioners regarding economic issues.

(2) The economic consequences of a discipline such as suspension without pay or discharge shall not render a grievance subject to final control by the Board of Commissioners.

F. The Sheriff retains the authority to finally decide all grievances and disciplinary actions.

Step 3B. Grievance Procedure for the Economic Provisions of the Contract.

A. In the event the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the County Board of Commissioners within five (5) days following receipt of the Sheriff's written answer at Section 2 - Step 2.

B.

(1) Within fifteen (15) days after the grievance has been appealed a meeting shall be held between the Public Safety and Courts Committee of the Board and the Union.

(2) Either party may have non-employee representatives present, if desired.

C. The Board shall place its written answer to the appeal on the grievance within seven (7) days after the meeting and return the grievance to the Union Steward and a copy to the Business Agent.

- D. In order for the decision to be binding at Step 3, the answer shall bear the signatures of both the Chairperson of the County Board of Commissioners and the Sheriff.
- E. It is understood by all parties that the Board of Commissioners may not bind the Sheriff regarding discipline or non-economic issues.

Section 3. Arbitration

- A. If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration.
- B. This submission is to be made within thirty (30) days after receipt of the Step Three answer.
- C. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its Voluntary Rules and Regulations within the time specified above and such rules shall govern the arbitration hearing.
- D. 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.
- E. Both parties agree to be bound by the award of the Arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the parties, but the fees and wages of Union Representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Section 4. Time Limitation

- A. All appeals under this Section must be made in writing within five (5) working days after the decision has been made and communicated to the employee.
- B. If no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the decision unless the parties mutually agree to extend the time limits by written agreement.

Section 5. Election of Remedies

- A. When remedies are available for any complaint and/or grievance of an employee through an administrative or statutory scheme or procedure or a veteran's preference 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.

- B. 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. Payment of Back Claims

If the Employer fails to give an employee work to which his seniority and qualifications entitle him, and such work does exist and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the employee may file a grievance under the grievance procedure and if successful in the grievance the Employer will reimburse him for the earnings lost as a result of the failure to give him such work.

ARTICLE 11
SENIORITY

Section 1. Seniority List

When employees complete their probationary period they shall be entered on the departmental seniority list of the bargaining unit and shall rank for departmental seniority from their date of hire.

Section 2. Definition of Date of Hire

An employee's "date of hire" shall be defined for purposes of this Agreement as the first day of the payroll period in which the employee first performs work.

Section 3.

Employees who have the same seniority date shall have the seniority preference determined by the alphabetical order of the sur-name declared on the Birth Certificate.

Section 4. Classification Seniority

Employees shall also accrue seniority within a classification and shall rank for seniority in accordance with the employee's date of entry into the classification.

- A. The "date of entry" into a classification shall be defined for purposes of this Agreement as the date upon which the new rate of pay begins within a given classification.
- B. The classification seniority list will show the name, rank and/or job title and the employee's date of entry into the classification.

Section 5.

The sum of all classification service time in each and every classification shall be equivalent to an employee's departmental seniority.

- A. The departmental seniority list will show the name, rank and/or job title and the employee's date of hire.

Section 6. Nondiscrimination

Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.

Section 7.

The Employer will keep the seniority list up to date and posted at all times and will provide the Local Union membership with up-to-date copies at least every six (6) months if requested by the Union.

Section 8. Loss of Seniority

An employee shall lose his seniority for the following reasons only. An employee shall lose his status as an employee also for any of the following:

- A. He quits, retires, or receives a pension under the County Retirement System.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer.
 - (1) After such absence, the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence, he has voluntarily quit and is no longer in the employ of the County.
 - (2) In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice.
- D. If he does not notify the Employer within seven (7) days after receipt of certified written notification to return to work after layoff, as to the date when he will return, which must be within two (2) weeks after the delivery of such notice to his last known address.
 - (1) Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.

- E. Failure to return from sick leave and leaves of absence will be treated the same as Section 8(C) above.
- F. He is laid off during the term of this Agreement for a continuous period equivalent to his seniority.
 - (1) However, in no event will employees laid off a continuous period in excess of three (3) years retain their seniority.
- G. He is convicted of or pleads guilty to a felony.
- H. Employees hired on or after September 1, 1988, who knowingly falsify their employment application.

Section 9. Super Seniority

Notwithstanding their position on the seniority list the Stewards necessary to process grievances shall in the event of a layoff of any type be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform.

Section 10. Accrual of Seniority While on Leave of Absence

An employee on an approved leave of absence shall continue to accumulate seniority.

ARTICLE 12
DISCIPLINE AND DISCHARGE

Section 1. Just Cause Standard of Discipline

The Employer shall not discipline or discharge an employee who has successfully completed probation except for just cause.

- A. Statements - No employee shall be required to make any statements concerning the alleged offense without the presence of a Union Steward or Union Representative and/or union attorney when the employee expresses a desire for such representation.
- B. Predetermination Hearing - Before any final disciplinary action is taken against an employee, the commanding officer who is rendering such discipline shall give the employee an opportunity to state his position and offer any evidence immediately available.
 - 1. Representation
The employee against whom charges have been made may be represented at such hearing by the Steward or anyone of his own choosing.

RLB

Section 2. Notice of Discipline

Notice shall be given to the Union by the Employer on any discipline within twenty-four (24) hours of invocation of such discipline, except as specifically excepted herein.

A. Charges and Specifications

The charges and specifications resulting in a discipline shall be reduced to writing by the command officer invoking the action and copies furnished, if the employee wishes, to the Union and the employee against whom the charges are brought.

B. Specific Sections

Such charges and specifications shall cite the specific basis for the action including the sections of Rules and Regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

Section 3. Past Infractions

In imposing any discipline, the Employer will not base his decision upon any prior infractions of departmental rules or regulations which occurred more than two (2) years prior to the current offense unless directly related to the current charge.

Section 4. Oral Reprimand

The procedure as outlined above shall be applicable in all disciplinary proceedings except for verbal reprimands which are exempt from the provisions of this Agreement.

Section 5.

A. Relieved of Duty Pending Investigation

In the event a member is relieved of duty pending an investigation, he shall continue on the payroll until:

1. returned to duty, or
2. suspended from duty pending investigation, or
3. disciplined.

B. Suspended from Duty Pending Investigation

1. In the event an employee is exonerated of the charges causing a suspension pending investigation, he shall be compensated for all back wages lost due to the suspension.
2. Such wages shall be based on regular pay hours and shall not include overtime which may have been lost.

ARTICLE 13
SHIFT PREFERENCE

Section 1.

After accruing one (1) year of seniority employees may be considered for shift preference during the first preference period subsequent to attaining one (1) year of seniority, consistent with the provisions of Section 2 of this Article, by making written application to change shifts after having worked in an assigned shift for at least three (3) months.

Section 2.

- A. Employees must give notice of intent to exercise shift preference by the end of the year.
- B. In the event a request to exercise shift preference has not been timely made, that request will be honored only if necessary arrangements can be voluntarily made with other affected employees.
- C. Shift preference shall be implemented once a year during the first fifteen (15) days in January.
- D. The Employer will not change shifts of any employee without thirty (30) days advance notice and provided that said change is necessary for proper operation of his office.
- E. Consideration will be granted to employees who are enrolled in advance educational classes until such semester has been completed.
- F. However, the Employer may make appropriate shift changes of personnel not to extend beyond a thirty (30) day continuous period when required by the exigencies of law enforcement work, provided that a fifteen (15) day notice of change in shifts is given and provided further that no employee shall have his shift changed more than once in the calendar year.

Section 3. Change of Classification.

- A. In the event an employee is involuntarily removed from a classification, the affected employee shall have the immediate right upon removal to request shift preference by seniority, irrespective of time constraints contained herein.
- B. In the event an employee voluntarily requests to be transferred to another classification, the employee so requesting shall have no right to shift preference by seniority until the first established preference period, subsequent to the effective time of the requested transfer.

ARTICLE 14
LAYOFF AND RECALL

Section 1.

The word "layoff" means a reduction in the work force.

Section 2.

- A. In the event such a reduction in the work force takes place, the following procedure shall be followed: part-time, temporary and probationary employees will be laid off first.
- B. Layoffs shall be by seniority in the classification affected.

Section 3. Bumping Rights

- A. An employee laid off from his/her classification may, in lieu of layoff, exercise his/her total departmental seniority when bumping into a lower classification, provided the employee has greater seniority than the employee he/she bumps and has the ability and/or certification, if needed, to perform the work of the lower classification.
- B. Employees who wish to exercise their department seniority in lieu of layoff must notify the Sheriff within five (5) days from the date of receipt of notification of such layoff of their desire to exercise their seniority to bump into a lower classification.
- C. Employees who exercise their bumping rights shall receive the rate of pay of the classification into which they bump in conjunction with their years of service.
- D. The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must receive at least three (3) calendar days' notice of his/her layoff due to being bumped.
- E. Employees who do not wish to exercise their right to bump will be laid off from their classification, however, once the employee is laid off, he/she cannot return and bump another employee unless recalled by the department.

Section 4. Notice of Layoff.

- A. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff.
- B. 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 5. Recall

- A. When the work force is to be increased after a layoff, employees will be recalled according to seniority, in reverse order of layoff.
- B. Notice of recall may be made by telephone call, confirmed by certified mail to the employee's last known address.
- C. Employees will be granted up to one (1) week to return to work upon request.

Section 6.

Employees promoted to a position outside the bargaining unit shall, in the event of layoff, have the right to bump back in to the bargaining unit in accordance with the seniority accumulated at the time of leaving the bargaining unit.

ARTICLE 15
SUBCONTRACTING

Section 1.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees, except that the Employer may continue the use of varied members of the Sheriff's Posse in crowd control at parades, fairs, and in the event regularly employed members of the Union cannot perform due to sickness, or any other reason.

- A. Further, such members of the Sheriff's Posse may be used as second officer in the car during the transport of prisoners or mental patients.

ARTICLE 16
EXTRA CONTRACTUAL AGREEMENTS

The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which conflicts with the specific provisions hereof, unless agreed to in writing by the Union.

ARTICLE 17
UNION BUSINESS AGENT ACCESS TO EMPLOYER PREMISES.

Section 1.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement so long as

the Agent does not interfere with the operations of the Department or the productivity of the work force.

Section 2.

The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

ARTICLE 18
TEMPORARY ASSIGNMENTS

Section 1.

- A. Temporary assignments for the purpose of filling vacancies of employees who are absent will be granted to the senior most qualified employee for such job.
 - 1. For purposes of this Collective Bargaining Agreement, the senior most employee will be that employee being qualified in accordance with the provisions of Article 20 of this Collective Bargaining Agreement.
 - 2. In the absence of a promotional list as provided in Article 20, the senior most qualified employee shall be considered the employee having the greatest seniority on the affected shift.
- B. Such employees will receive the lowest rate of pay of the higher classification for all hours worked while filling such vacancy.

Section 2. Temporary Reassignments

Economic conditions may require the Sheriff to temporarily reassign officers, however, such reassignments will not result in any reductions in pay or benefits and the employees so affected will be returned to their regular work assignments as soon as possible.

ARTICLE 19
TRANSFERS

Section 1. Vacancy or New Position

- A. In the event of vacancy or a newly created position, employees in the same classification may transfer on the basis of seniority and qualifications.
- B. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in the Sheriff's Department at least seven (7) calendar days prior to filling of such vacancy or newly created position.
- C. Only those that are qualified for the vacancies or new positions shall be considered eligible.

Section 2. Voluntary Transfer Requests

- A. In the event an employee requests to be assigned to a classification having equal or lower pay, the request may be granted by the Sheriff, provided the transfer will not cause the layoff of an employee in the classification to be affected by the transfer and further, provided a vacancy exists to which the employee so requesting may transfer.
- B. Employees requesting to be voluntarily transferred, consistent with the provisions of this section, shall receive the rate of pay in the newly assigned classification that reflects the employee's departmental seniority when applied to the pay schedule of the newly assigned classification.
 - (1) However, employees requesting to be voluntarily transferred shall only rank for seniority in the newly assigned classification consistent with seniority accumulated in that classification, except for purposes of layoff.
- C. In the event an employee who requests voluntary assignment to a classification having an equal or lower rate of pay, and is so assigned, subsequently requests to be reassigned to the former classification, the request may be granted by the Sheriff provided the transfer will not cause the layoff of an employee in the classification to be affected by the transfer, and further provided a vacancy exists to which the employee so requesting may transfer.

ARTICLE 20
PROMOTIONS TO SERGEANT

Section 1.

Promotions within the bargaining unit shall be based on the following:

- A. Promotions shall be on a competitive basis.
- B. Employees must have a minimum of three (3) years uninterrupted certified law enforcement service with the Shiawassee County Sheriff's Department in order to compete for prospective promotional opportunities requiring the successful candidate to be a certified police officer.
- C. Employees must have a minimum of three (3) years uninterrupted service with the Shiawassee County Sheriff's Department in order to compete for prospective promotional opportunities not requiring the successful candidate to be a certified police officer.

Section 2.

- A. The Employer further agrees that all full time promotional vacancies within the bargaining unit shall be filled by competitive examination using the following criteria:

Written Examination 60%

Oral Examination 40% (Effective November 20, 1998)

Seniority shall be a determining factor in the event of identical scores.

- B. A three (3) person panel will administer and score the oral test.
- (1) The panel shall consist of the Sheriff or his designee, a designee selected by the Union, and the third member of the panel shall be selected mutually by the above two (2) panel members.
- C. The written test shall be uniform and applicants writing such examination shall be given the results.

Section 3.

The promotional test scores shall be valid for a maximum of two (2) years but not less than one (1) year, as determined by the Sheriff. Such dates shall be from the date of the posting of the scores.

Section 4.

- A. When it is determined by the Sheriff that there is a vacancy or a newly created position or classification opens, such vacancy, position or classification shall be filled within thirty (30) days of the occurrence.
- B. The Employer shall not assign duties from vacated positions to other employees or classifications to avoid filling vacancies.
- C. Promotional vacancies will be posted for a period of twenty (20) calendar days in a conspicuous place in the work areas in the unit.

Section 5.

The Sheriff will not be obligated to consider a request for promotion from an employee unless he submits his request during the posting period.

Section 6.

- A. The Sheriff shall select the person for the sergeant position from among the top three (3) applicants.

- B. All promotions from the list shall be made from the then three (3) highest ranking candidates.

Section 7.

- A. Upon promotion the employee's name shall be stricken from the promotional list.
- B. In the event that an employee is promoted, the employee shall receive either the beginning rate of the new classification or the first step that reflects an increase from the rate paid in the lower classification.

ARTICLE 21
WAGES

Section 1. Schedules

Assistant Jail Administrator

4/1/09	\$51,369 (Wage Freeze)
4/1/10	Wage Re-opener
4/1/11	Wage Re-opener

Corrections Supervisor

4/1/09	\$46,375 (Wage Freeze)
4/1/10	Wage Re-opener
4/1/11	Wage Re-opener

Dispatch Supervisor

4/1/09	\$45,262 (Wage Freeze)
4/1/10	Wage Re-opener
4/1/11	Wage Re-opener

Deputy Sheriff

	<u>4 Year</u>	<u>3 Year</u>	<u>2 Year</u>	<u>1 Year</u>	<u>Start</u>
4/1/09	\$47,927	\$44,922	\$41,923	\$38,920	\$38,090 (Wage Freeze)
4/1/10	Wage Re-opener				
4/1/11	Wage Re-opener				

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Correction Officer

	<u>4 Year</u>	<u>3 Year</u>	<u>2 Year</u>	<u>1 Year</u>	<u>Start</u>
4/1/09	\$42,717	\$41,239	\$40,161	\$39,088	\$38,014 (Wage Freeze)
4/1/10	Wage Re-opener				
4/1/11	Wage Re-opener				

Dispatch

	<u>4 Year</u>	<u>3 Year</u>	<u>2 Year</u>	<u>1 Year</u>	<u>Start</u>
4/1/09	\$41,909	\$40,459	\$39,402	\$38,347	\$37,294 (Wage Freeze)
4/1/10	Wage Re-opener				
4/1/11	Wage Re-opener				

Office Manager

	<u>4 Year</u>	<u>3 Year</u>	<u>2 Year</u>	<u>1 Year</u>	<u>Start</u>
4/1/09	\$41,909	\$40,459	\$39,402	\$38,347	\$37,294 (Wage Freeze)
4/1/10	Wage Re-opener				
4/1/11	Wage Re-opener				

Secretary and Secretary/Clerk

	<u>4 Years</u>	<u>3 Years</u>	<u>2 Years</u>	<u>1 Year</u>	<u>Start</u>
4/1/09	\$34,207	\$32,857	\$30,329	\$28,668	\$27,693 (Wage Freeze)
4/1/10	Wage Re-opener				
4/1/11	Wage Re-opener				

Section 2. Shift Premium

A. **Dispatchers.** Where the Sheriff determines to use a work schedule of three (3) shifts of eight (8) hours:

- (1) **Second Shift.** A shift premium of thirteen dollars (\$13.00) per month shall be paid employees assigned to the second shift on an 8-hour shift.
- (2) **Third Shift.** A shift premium of twenty dollars (\$20.00) per month shall be paid employees assigned to the third shift on an 8-hour shift.

- B. A shift premium of twenty dollars (\$20.00) per month shall be paid to employees assigned to a shift which is scheduled to begin at 4:00 p.m. and scheduled to end at 4:00 a.m. or a shift scheduled to begin at 6:00 p.m. and scheduled to end at 6:00 a.m.

Section 3.

- A. Upon completion of four (4) years of service in the Sheriff Dept. -
2% of base pay
- Upon completion of eight (8) years of service in the Sheriff Dept. -
4% of base pay
- Upon completion of twelve (12) years of service in the Sheriff Dept. -
6% of base pay
- Upon completion of sixteen (16) years of service in the Sheriff Dept. -
8% of base pay
- B. The above applies to regular full time employees who are being compensated by the Employer on their anniversary date.
- C. Prorata payments shall be made in case of approved unpaid leaves of absence, death, retirement, employees on long term disability to the date of the injury or illness.
- D.
- (1) Employees receiving Workers' Compensation payments shall receive full longevity payment for the first year they are receiving Workers' Compensation.
 - (2) Thereafter, longevity shall be prorated for employees on Workers' Compensation based upon time worked.
- E. Any employee hired after August 6, 1984, shall not be eligible for longevity.

Section 4. Educational Bonus

- A. (1) Any employee who has obtained or who obtains a four (4) year Bachelor of Arts or Bachelor of Science degree in Criminal Justice or a closely-related field (determination of the award in a closely-related field to be made by the Sheriff upon application by the employee) from an accredited college or university shall receive a **one-time** educational bonus in the amount of five percent (5%) based on the employee's base pay.

- (2) The Sheriff's determination shall not be subject to the grievance procedure.
- B. (1) Any employee who has obtained or who obtains an Associate Degree in Criminal Justice or a closely-related field (the determination of the award in a closely-related field to be made by the Sheriff upon application by the employee) from an accredited college or university shall receive a **one-time** educational bonus in the amount of two and one-half percent (2.5%) based on the employee's base wage.
- (2) The Sheriff's determination shall not be subject to the grievance procedure.

Section 5. Rates of Pay for New Classifications

- A. When the Employer assigns rates of pay to a new classification or adds new work assignments to present classifications, such rates of pay and working conditions shall be subject to negotiation.
- B. If agreement is not reached through negotiations the issue shall be subject to arbitration.

ARTICLE 22
HOURS OF WORK AND PREMIUM HOURS

Section 1. Work Schedules

- A. The schedules of work in effect at the time of ratification of this agreement shall remain in effect for the duration of this Agreement where adequate manpower exists to fill such schedules.
- B. Schedules shall be posted at least one (1) month in advance.
- C. Road Patrol Deputies shall be assigned to twelve (12) hour shifts:
 - (1) the first shift starting at 6:00 a.m. and ending at 6:00 p.m.
 - (2) the second shift starting at 4:00 p.m. and ending at 4:00 a.m.
 - (3) the third shift starting at 6:00 p.m. and ending at 6:00 a.m.

Section 2. Overtime

- A. Deputy; Corrections Officer; Corrections Supervisor; Assistant Jail Administrator

(1) Overtime pay shall be one and one-half (1 ½) times the hourly rates for all hours worked in excess of an eight (8) hour shift or a twelve (12) hour shift in any twenty-four (24) hour period or eighty four (84) hours in a bi-weekly pay period.

(a) "Hours worked" shall include paid vacation time, paid personal time, and approved paid sick time in the calculation of overtime.

(2) Overtime shall be paid bi-weekly for the pay period in which it is earned.

B. Dispatcher; Officer Manager; Secretary; Secretary/Clerk

(1) Overtime pay shall be one and one-half (1 ½) times the hourly rates for all hours worked in excess of an eight (8) hours shift or a twelve (12) hour shift in any twenty-four (24) hour period or forty (40) hours in a seven (7) consecutive day period.

(a) "Hours worked" shall include paid vacation time, paid personal time, and approved paid sick time in the calculation of overtime.

(2) Overtime shall be paid bi-weekly for the pay period in which it is earned.

C. Road Patrol

When road patrol overtime is offered to all eligible bargaining unit employees and said employees turn down the overtime, the Employer may assign such overtime to certified County non-bargaining unit employees.

Section 3.

Leave days shall not be changed, switched, or rescheduled to avoid paying overtime except by mutual agreement between the employees.

Section 4. Court Time

A. Employees who are subpoenaed to appear in court on criminal matters, on days off or other authorized off duty time, will be paid a minimum of one (1) hour at one and one half times the employee's normal hourly rate for his appearance in lieu of witness fees.

B. Employees shall be required to check voice mail at one half (½) hour and one hour prior to responding.

Section 5. Call-In Time

- A. Employees will be paid a minimum of one (1) hour if called in while off duty at one and one-half (1 ½) times his normal hourly rate.
- B. Excluded from the above is the employee who is called in one (1) hour or less prior to the start of their shift and an employee who works over the end of his shift.

Section 6. Equalization of Overtime

- A. Overtime assignments shall be made among employees engaged in similar work as far as practicable on a rotation basis while still maintaining efficiency of operation.
 - 1. The Employer shall consider seniority in making such overtime assignments when initially invoking the above rotational system.

Section 7. Holiday Pay

Any employee required to work on any observed holidays shall be paid double his straight time rate and in addition he shall receive his holiday pay.

Section 8. Training as Hours Worked

An employee designated by the Employer to attend training schools shall report the hours as time worked.

Section 9. Minimum Rest Periods

Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty except in situations of manpower shortage or emergencies.

Section 10. Pay Periods

The Employer shall continue bi-weekly pay periods.

Section 11. Itemized Paycheck Statement

Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 12. Compensatory Time

- A. Compensatory time shall be earned instead of overtime if the employee wishes at time and one half up to a maximum of 24 hours banked for corrections, patrol and dispatch.

- B. Grandfather Dispatch employees employed on April 1, 2009, shall have a in have a maximum comp time accrual of 36 hours..

ARTICLE 23
PENSION

Section 1.

- A. The Employer shall provide the MERS B-4 plan with the F50 waiver (with 25 years credited service), the FAC-3 option, and the E-2 cost-of-living option, fully paid by the Employer.
- B. Employees hired after September 12, 1996, shall pay the difference in cost between the above and the MERS B-2 plan with the same riders by payroll withholding.
- (1) Effective September 13, 2001, employees hired after September 12, 1996, shall contribute 2.5% of their gross taxable wages toward the cost of the above pension plan.
- C. All new employees hired after ratification of this agreement (November 12, 2009) shall contribute 5% of their gross taxable wages toward the cost of the MERS pension.

Section 2. Retiree Health

- A. Effective November 1, 1987, single subscriber health insurance shall be provided for future retirees.
- B. This benefit shall only apply for the retiree from age 50 to 65 or the age at which the employee becomes eligible for Medicare.
- C. However, the Employer's obligation shall end if the retiree's employment elsewhere provides health insurance or if their spouse has health insurance coverage available for the retiree or the retiree has health insurance available through the military.

ARTICLE 24
HOLIDAYS

Section 1.

The following shall be the holidays recognized by this contract and shall be designated to be the date observed:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Easter	Thanksgiving Day

Memorial Day
Independence Day

Christmas Eve
Christmas Day

Section 2. Holiday Pay

- A. Eligible employees shall be paid holiday pay at straight time rates including shift differential.
- B. Employees must work their last scheduled day prior to the holiday and the first scheduled day following the holiday or be on approved paid leave in order to qualify for holiday pay.

Section 3.

Any employee required to work on any observed holidays shall be paid double his straight time rate and, in addition, shall receive holiday pay.

Section 4.

For the purpose of computing overtime, only those holiday hours actually worked shall be regarded as hours worked.

ARTICLE 25
VACATIONS

Section 1.

Regular full time employees shall accrue annual vacation with pay in accordance with the following provisions:

One (1) year -----	Ten (10) @ 8 hr workdays = 80 hrs
After five (5) years -----	Fifteen (15) @ 8 hr workdays = 120 hrs
After seven (7) years -----	Sixteen (16) @ 8 hr workdays = 128 hrs
After eight (8) years -----	Seventeen (17) @ 8 hr workdays = 136 hrs
After nine (9) years -----	Eighteen (18) @ 8 hr workdays = 144 hrs
After eleven (11) years -----	Nineteen (19) @ 8 hr workdays = 152 hrs
After fourteen (14) years -----	Twenty (20) @ 8 hr workdays = 160 hrs
After fifteen (15) years -----	Twenty-three (23) @ 8 hr workdays = 184 hrs
After sixteen (16) years -----	Twenty-four (24) @ 8 hr workdays = 192 hrs
After seventeen (17) years -----	Twenty-five (25) @ 8 hr workdays = 200 hrs

Section 2. Pay Advance

- A. If a regular pay day falls during the employee's vacation and he is to be on vacation for two (2) weeks or longer he will be entitled to receive that check in advance before going on vacation.
- B. An employee must make a request to the Employer for his check two (2) weeks before leaving if he desires to receive it in advance.

Section 3. Vacation Period

- A. Vacations will be granted at such time during the year as are requested considering both the wishes of employees and the efficient operations of the department. Present policy of allowing up to three (3) employees vacation at the same time shall be continued.
- B. For 8-hour shifts - one vacation period shall be a one (1) work week period taken in consecutive days. Other vacation time may be taken on an individual vacation day basis with sufficient advance notice. No more than five (5) individual vacation days shall be taken in one (1) calendar year.
- C. For 12-hour shifts minimum increments shall be two (2) twelve (12) hour days at a time. Exceptions to this requirement may be granted by the Employer on an individual basis with sufficient advance notice by the employee requesting an exception.

ARTICLE 26
PERSONAL LEAVE DAYS

Each full time employee who has completed the probationary period may be allowed personal leave days with pay on a calendar year basis subject to the following:

- A. Employees shall receive three (3) personal days.
- B. Personal leave days shall not be cumulative or paid out upon termination.
- C. Where possible at least twenty-four (24) hours notice shall be given to the Sheriff or his designee before the use of the personal leave day(s). Said use shall be in one-half (1/2) day increments or more and must be approved by the Sheriff or his designee. Denial shall not be arbitrary or capricious.
- D. Said leave shall be in addition to any other benefits.
- E. Employees who have completed the probationary period will be allowed one (1) personal leave day until the subsequent January 1.

ARTICLE 27
INSURANCES

Section 1. Life Insurance

- A. Life Insurance coverage will be Fifty Thousand Dollars (\$50,000.00) per employee and Accidental Death and Dismemberment will be Fifteen Thousand dollars (\$15,000.00) per employee.
- B. Upon retirement from the County, the Employer shall provide Three Thousand Dollars (\$3,000.00) of term life insurance.

Section 2. Health/Medical/Hospitalization Insurance

A. Health Plan.

1. Each full-time employee shall be provided with Shiawassee County's Hospital-Dental-Vision Plan for the employee and their legal dependents beginning thirty (30) days following the date of hire which currently includes:

The Blue Cross/Blue Shield PPO Option 6 Health Plan with:

- (a) Prescription Drug Rider (\$10.00/\$20.00 Co-Pay) with three (3) month mail-in rider if available from carrier;
- (b) \$10.00 office visit Co-Pay.
- (c) The Employer may offer to the employees comparable alternate insurance coverage by an insurance carrier other than those listed above in lieu of coverage by the above-named carrier.

2. Employee Premium Cost-Sharing.

- (a) All employees who were actively employed by the Employer on December 31, 1995, shall assume ten percent (10%) of the premium cost by payroll withholding subject to §125 tax exempt treatment.
- (b) All employees who were hired after December 31, 1995, shall assume twenty percent (20%) of the premium cost by payroll withholding subject to §125 tax exempt treatment.

3. Family Continuation. At the employee's option and if available from the carrier, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding.

- 4. (a) In the Employer's discretion and consistently with the State and Federal laws and rules and regulations, the Employer may offer optional alternative health insurance programs for eligible employees

and their legal dependents for so long as the programs remain available.

- (b) In the event the premium cost for an optional Health Insurance Program elected by the employee exceeds that of the Employer's obligation under the BCBSM-Option 6 Plan, such differential in premium cost shall be paid by the employee through payroll deduction.

5. Cash in Lieu of Insurance.

- (a) An employee who is eligible for health/medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect to waive enrollment in the Plan provided by the Employer.
- (b) The waiver of coverage shall be made once per calendar year.
- (c) The waiver agreement drafted by the Employer shall be executed by the employee.
- (d) In the event an employee executes such a waiver, the Employer shall pay an amount equal to One Thousand Eight Hundred Dollars (\$1,800.00 annually or pro-rata \$150.00 per month) directly to the employee as taxable compensation at the termination of the waived annual coverage period (end of calendar year) which amount shall be subject to pro-ration.
- (e) Employees losing medical coverage from another source shall provide sufficient advance notice so that the employee and eligible dependents can be re-enrolled in a health care plan beginning the first day of the month following the effective loss of coverage.

6. No Double Coverage. Where both husband and wife are employees of Shiawassee County one of the two employees must exercise the cash waiver.

7. Optical and Dental Coverage. The employees shall participate in the County's Optical and Dental Plan.

ARTICLE 28
LONG TERM DISABILITY INSURANCE

Section 1.

- A. A long term disability insurance plan shall be effective following an elimination period of ninety (90) continuous calendar days of disability through and including the employee's sixty-fifth (65th) birthday or date of return to work or a total disability duration of three (3) years, whichever occurs first, subject to the terms of the insurance carrier.

- B. The long term disability insurance coverage shall provide sixty percent (60%) of the employee's base salary.

ARTICLE 29
WORKERS' COMPENSATION

Section 1.

- A. The Employer shall provide Workers' Compensation protection for all employees.
- B. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job and sickness claims when such claims are due and owing.

Section 2.

- A. If any employee is injured while in the line of duty, the County agrees to pay the difference between the weekly wage loss benefit paid and the employee's salary for a period of time not to exceed 52 weeks in order that the employee will receive his full salary.
- B. No benefits shall continue to be earned during this time except the Employer shall continue the employee's health insurance and life insurance coverage and pension, provided that the insurance companies permit the same.

Section 3. Injuries On The Job

- A. An employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day.
- B. **Accident Report.**
 - 1. Any employee involved in any accident shall immediately report said accident and any physical injury sustained by completing 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.
 - 2. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

ARTICLE 30
UNIFORMS AND UNIFORM CLEANING

Section 1.

- A. The Sheriff shall prescribe the type of uniform to be worn by each employee and the Employer shall provide said uniform and any necessary replacements thereof at no cost to the employee.

- B. Each employee shall be entitled to have up to two (2) uniforms consisting of shirt and trousers per week cleaned at the Employer's cost.
- C. Each employee shall be entitled to have cleaned at the Employer's cost up to five (5) hats and five (5) coats per year.

ARTICLE 31
MILEAGE REIMBURSEMENT

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage at the rate established by the Board of Commissioners.

ARTICLE 32
EDUCATION, TRAVEL AND EXPENSES

Section 1. Education and Travel

- A. The County shall pay the tuition and related necessary expenses and provide adequate transportation for attendance at any educational or training courses which the Sheriff may request that one or more of the officers attend.
- B. In the event that transportation is not available and an employee is requested to use his own vehicle he will receive mileage allowance at the rate of cents per mile established by the Board of Commissioners for the actual miles driven to and from the place of attendance.

Section 2. Training

Employees required to take training by the Employer shall do so and all expenses of tuition, books, reasonable transportation and, if the site of training is over fifty (50) miles one way from employee's residence, a reasonable room and board shall be borne by the Employer.

ARTICLE 33
ASSOCIATION DUES

Section 1. Professional Association Dues

Each employee's membership in the Michigan Sheriff's Association shall be continued and the cost thereof shall be borne by the Employer.

ARTICLE 34
LEAVES OF ABSENCE

Section 1. Unpaid Leaves

- A. Employees shall be eligible for unpaid leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment. Permission of the Sheriff is required in order to take such leave.
- B. Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- C. No employee shall be granted a leave of absence for the primary reason of obtaining other gainful employment.
- D. An employee who falsifies the reason for a leave of absence may be subject to disciplinary action.
- E. Authorization or denial for an unpaid leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.
- F. Further extension beyond the return date designated may be granted if approved by the Sheriff and Board of Commissioners.
- G. The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of an unpaid personal leave of absence. After said thirty (30) day period the employee, may continue said benefits pursuant to COBRA. No other benefits, except as provided above, shall accrue or continue during an unpaid leave of absence.
- H.
 - 1. With the exception of §1I (Union Leave) and §1J (Educational Leave) the maximum duration of an unpaid leave shall be one (1) year.
 - 2. At the end of one year of unpaid leave employment shall be terminated.
 - 3. Such termination will not jeopardize an employee's eligibility for disability benefits or workers compensation benefits.
- I. **Union Leave.**
 - 1. Leaves of absence without pay will be granted to any employee elected or selected by the Union to attend educational classes or

conventions conducted by the Union. The number will not exceed three (3) employees at any one time, and the number of working days will not exceed ten (10) per employee in any one (1) calendar year.

2. Not more than one (1) employee at any one time elected to any Union office or selected by the Union to do work which takes him from his employment with the Employer shall be granted a leave of absence without pay, not to exceed three (3) years or the term of office, whichever is shorter.

J. Educational Leave.

An employee wishing to further his education in his chosen profession may be granted educational leave for a maximum two (2) years without pay. This leave may be extended by mutual agreement.

Section 2. Military Leave.

Re-employment rights of employees shall be in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations.

- A. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Corps Reserve, are called to training, 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 active duty for defense training. The employee shall have deducted from his/her pay the amount the employee received from the armed services for that training, excluding travel and food allowance. Such leave shall not exceed two (2) calendar weeks per year.
- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 3. Jury Duty.

An employee who serves on jury duty while normally scheduled to be at work, will be paid the difference between his/her pay, excluding mileage allowance, for court duty and his/her regular rate of pay, provided that the employee provides proof of the payment made by the court. In addition, to be eligible for the above, the employee must return to work after his/her jury duty has been completed if released from jury duty with one (1) hour or more left in their shift.

Section 4. Funeral Leave.

- A. In the event of death in an employee's immediate family, or other family members, the employee shall be granted a leave of absence with pay, at his regular rate, for a period not to exceed three (3), four (4), or five (5) work

days as provided below, which period shall terminate with the day following the funeral. Wages shall be paid only for the days included in the three (3), four (4), or five (5) days which would be the days the employee would normally work. The employee shall be required to attend the funeral for which he is being given leave.

- B. The term "immediate family" shall be defined as follows: wife, husband, son, daughter, mother, father and step-son and step-daughter. For the above relatives, employees shall be granted five (5) days as noted in Paragraph (A) above.
- C. The term "other family members" is defined as: grandchildren, step-mother, step-father, step-brother, step-sister, grandparents, aunt, uncle, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law. For these relatives, employees shall be granted three (3) days as noted in paragraph (A) above. However, if there is an out-of-state funeral, an additional day shall be given for travel for a total of four (4) days.

Section 5. Accrual of Seniority

An employee on an approved leave of absence shall continue to accumulate seniority.

ARTICLE 35 **SICK LEAVE**

Section 1.

Each non-probationary employee shall be entitled to nine (9) sick days non-accumulative effective January 1st of any calendar year. Five (5) of the nine (9) sick days to which an employee is entitled shall be placed in "a departmental wide bank", to be administered by the Sheriff and/or Undersheriff. The bank time shall be prorated if an employee is hired during the course of the calendar year.

Section 2.

Each employee shall have available for use as sick days four (4) of the nine (9) sick days granted each calendar year.

Section 3.

Employees requiring sick days from the sick bank, in addition to the remaining four (4) days, shall make request to the Sheriff and/or Undersheriff. The decision to grant or deny the use of the sick bank shall not be arbitrary or capricious and shall be subject to the grievance procedure contained in the Collective Bargaining Agreement. Employees shall not accrue paid time off for sick days used from the sick bank beyond the fifth (5th) day

used unless the injury/illness necessitating the sick time is job related, in which case paid time off shall accrue regardless.

Section 4.

Sick days granted pursuant to Section 2 (the four (4) days) must be exhausted prior to the granting of sick leave from the established bank. Seventy-five percent (75%) of the sick days granted pursuant to Section 2 (the four (4) days), that are unused in any calendar year shall be paid for by the Employer at the employee's regular rate of pay on or immediately after the first pay period in December of each calendar year.

Section 5. Physician's Statement

Where sick leave exceeds five (5) working days, a physician's statement may be required attesting to the employee's ability to return to work. The Sheriff and/or Undersheriff may request a doctor's release for any days used from the sick leave bank.

Section 6.

The employee may use his/her four (4) days of sick leave due to illness of the employee's spouse, children or parents.

ARTICLE 36
GENERAL

Section 1. Personnel Files.

The parties agree that records of service will be kept in the employee's personnel file. If citations are awarded by the Sheriff for instances of meritorious performance, above and beyond the call of duty, they will be kept in their personnel file. The employee shall upon request, in the presence of the Employer, have access to his personnel file in compliance with applicable law.

Section 2. Liability Insurance.

The Employer shall continue to provide liability insurance comparable to what it currently has (in effect 1/1/86) provided, however, in the event that the liability insurance is canceled, modified, or otherwise discontinued for any reason, then under such circumstances, the parties shall enter into immediate negotiations to attempt to arrive at a mutually agreed upon solution. In the event of loss of such insurance and before a replacement is obtained, the Employer will protect and defend the employee to the same level as previously provided by the insurance.

RLS

Section 3. Education

- A. In law enforcement related educational programs, subject to prior approval by the Sheriff, the Employer shall pay the tuition, expenses and provide proper transportation for schools provided.
- B. Employees will receive mileage at the rate established by the Board of Commissioners if the class is held outside of Shiawassee County and if transportation is not otherwise available.
- C. Correction officers and dispatchers will be afforded the opportunity to attend training seminars when such seminars are available and further provided the County has the funds to do so.

Section 4. Bulletin Boards.

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 the Steward for the Union. The Union will promptly remove from such Union bulletin boards, upon the request of the Sheriff, any material which is detrimental to the Union-Employer relationship.

Section 5. Bonding

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 6. Lockers

The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for inspection, except in cases of a court order, or with the permission of and in the presence of the officer or his designated representative or Steward.

ARTICLE 37
SAFETY

Section 1. Safety Committee

- A. The parties to this Agreement shall establish a joint safety committee consisting of one (1) representative of the Union, one (1) representative of the Sheriff, and one (1) representative of the Chair of the Board of Commissioners.
- B. All safety ideas and complaints will be handled by the safety committee.

C. The written safety code shall contain the following safety regulations to take immediate effect upon the ratification of this Agreement:

1. Manpower

(a) Officers will ride in pairs on the second and third shifts from September 9th through May 1st of any calendar year.

1) Employees may ride single-man patrol units upon request of the Sheriff in the sole discretion of the employee.

(b) Officers working the second shift during the time period May 1st through September 8th may be required to work single-man patrol units in the sole discretion of the Sheriff.

2. Equipment

Proper equipment such as helmets, nightsticks, flashlights, first aid kits, flares, raincoats, shotguns and ammunition shall be made available to all employees during any normal eight (8) hour tour of duty.

3. Vehicles

(a) If a vehicle should be regarded as defective an employee should immediately inform his immediate supervisor.

(b) If the supervisor determines the car to be defective he shall cause the same to be parked and remain parked until cleared by a certified mechanic as fit for road service.

(c) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law.

4. Air

The Employer agrees to comply with safe air standards as required by law.

5. The Employer further agrees to install an intercom system which will allow corrections officers the ability to communicate with other offices throughout the facility.

6. Department Heads shall make all training or schooling programs available to the Committee on Safety, Health, Education and Welfare.

7. The Employer shall furnish employees with all equipment necessary to perform the duties assigned their classification and keep same in safe operating condition.

ARTICLE 38
MAINTENANCE OF STANDARDS

All existing benefits and conditions of employment which are uniformly applied in the department and not specifically modified by the provisions of this Agreement will be continued by the Employer for the duration of this Agreement.

ARTICLE 39
SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendum thereof should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and Addendums shall not be 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.

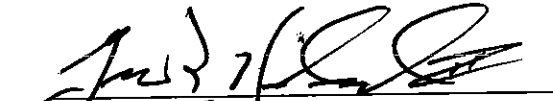
ARTICLE 40
TERMINATION

- A. This Agreement shall be effective on the first (1st) day of April, 2009, and shall remain in full force and effect until the 31st day of March, 2012.
- B. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date it desires to modify this Agreement.
 1. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement.
 2. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided by either party.


IN WITNESS WHEREOF, the parties set their hands on the _____ day of _____, 2011.

FOR THE EMPLOYER:

SHIAWASSEE COUNTY SHERIFF

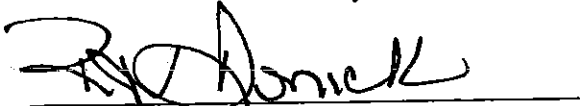

George R. Braidwood, II
Date: 4-11-11


SHIAWASSEE COUNTY BOARD OF COMMISSIONERS


Jon Michael Fuja, Chairperson
Date: 4/14/11

FOR THE UNION:

TEAMSTERS LOCAL 214


Robert Donick, Business Representative
Date: 3/30/11


Robert Brancheau, Chief Steward
Date: 4/17/11