

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GRATIOT COUNTY
GRATIOT COUNTY SHERIFF**

-AND-

CAPITOL CITY LABOR PROGRAM (“CCLP”)

Bailiffs & Courthouse Security Deputies

October 1, 2024 to September 30, 2026

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AGREEMENT

THIS AGREEMENT entered into this 1st day of October 2024, by and between **the Gratiot County Board of Commissioners, the Sheriff of Gratiot County**, hereinafter collectively referred to as the “County” or the “Employer” and the **Capitol City Labor Program (“CCLP”)**, hereinafter referred to as the “Union.”

ARTICLE 1 PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth the terms and conditions of employment, and promote orderly and peaceful employment relations for the mutual interest of the County by and through its Sheriff's Office, and the Employees by and through the Union.

Section 2. The parties recognize the responsibility of the Sheriff of Gratiot County as the people's elected official, to operate and manage the Sheriff's Office for and on behalf of the County, and to carry into effect on the County's behalf, the provisions of this Agreement. The parties further recognize that the interests of the community and job security of Employees depend upon the County and the Sheriff's success in establishing a proper service to the community.

Section 3. To these ends, the County, through the Sheriff, as hereinafter provided, and the Union, encourage the fullest degree of friendly and cooperative relations between respective representatives at all levels and among all Employees.

Section 4. The parties prescribe to the principle of equal opportunity and agree to apply the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political, or union affiliation.

ARTICLE 2 RECOGNITION AND EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the County recognizes the Capitol City Labor Program (“CCLP”) as the exclusive bargaining representative for the purpose(s) of collective bargaining and respective rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, for all full-time and part-time Bailiffs and Courthouse Security Deputies employed by Gratiot County, excluding all other employees.

ARTICLE 3 AID TO OTHER UNIONS

The County and the Sheriff will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or

organization for the purpose of undermining the Union.

ARTICLE 4 MANAGEMENT RIGHTS AND RIGHTS OF THE SHERIFF

Section 1. Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have, among others, the right to hire new employees and to direct the workforce, to discipline, suspend, discharge for just cause, transfer or lay off employees, require employees to observe Sheriff's Office rules and regulations the reasonableness of which shall be subject to the grievance procedure, to decide the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. It is agreed that this list of management rights is not a complete list. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement, as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

Section 2. Reserved Rights. The Union and the bargaining unit recognize and agree that the Sheriff is charged with certain powers, rights, authority, duties, and responsibilities by the laws and Constitution of the State of Michigan and of the United States which he/she must assume and discharge, and which may not be delegated.

Section 3. The Sheriff retains the sole and exclusive right to manage and operate the Gratiot County Sheriff's Office in all of its operations and activities and supervise the employees covered by this Agreement. Among the rights of the Sheriff, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be required; to determine the nature and number of the facilities to be operated within the Sheriff's Office and their location; to direct and control operations; to study and use improved methods and equipment; to determine the quantity and quality of service to be rendered; the control of materials; tools and equipment to be used, materials or methods of operation; to introduce new equipment; methods and machinery, change or eliminate existing equipment and institute changes in the supplies to be used and purchased; the construction of any new facilities or the improvement of the existing facilities, to determine the size of the workforce and increase or decrease its size; to determine the number of hours worked; to establish work schedules; and in all respects to carry out the ordinary and customary functions of management.

Section 4. The Union hereby agrees that the Sheriff retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically or expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement.

ARTICLE 5 UNION SECURITY AND DUES

Section 1. All employees of the bargaining unit may become and remain members in good standing of the Union. The Union, pursuant to its constitution and by-laws, will set the dues amount and

schedule of payment. Neither the County or the Union will discriminate against any employee because of his or her membership or non-membership in the Union. Furthermore, the Employer shall not discriminate against, retaliate against, or take adverse employment action against any employee because of lawful membership activity or for their seeking Union assistance with regard to employment matters.

Section 2. Employees shall authorize the withholding of membership dues by signing an Authorization for Check-Off Dues form. Dues shall be deducted as provided in Section 4 of this Article 5.

Section 3. During the life of this Agreement and in accordance with the terms of the form of authorization for check off of dues, hereafter set forth, the County agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Capitol City Labor Program from the pay of each Employee who executes or has executed the “Authorization for Check-Off Dues” form.

Section 4. Check-Off Deductions under all properly executed Authorization for Check-Off Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted commencing one month from date of hire, and the first pay of each month thereafter.

Section 5. Deductions for any calendar month shall be remitted to the Union with the list of those from whom dues have been deducted as soon as possible after the 15th day of each month.

Section 6. The Union agrees to defend, indemnify, and save the County and/or Sheriff 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 fees, or reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of deductions so made once they have been sent to the Union.

ARTICLE 6 PUBLIC SECURITY

Section 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, abstain in whole or in part from their full, faithful, and proper performance of the duties of their employment. The Union further agrees that there shall be no strike, sit-downs, stay-ins, stoppages of work, or acts that interfere in any manner or to any degree with the services of the County.

Section 2. An employee involved in any of the above-stated activities may be subject to discipline at the discretion of the Sheriff.

ARTICLE 7 BARGAINING COMMITTEE

Section 1. The bargaining committee will include not more than two (2) members of the bargaining unit and may include not more than two (2) non-employee representatives. The Union will furnish the Employer, upon request, with a written list of the Union's bargaining committee prior to the first bargaining session.

Section 2. In order to facilitate negotiations, up to two (2) bargaining unit employees shall be paid if a negotiation session with the Employer occurs on the Employee's scheduled day off or during non-work hours. However, such time shall not be considered hours worked for purposes of, among other things, overtime or compensatory time.

ARTICLE 8 UNION REPRESENTATION

Section 1. The Union shall be represented by one (1) Union President and one (1) Vice President who shall all be regular employees. It will be the duty of the Union President or Vice President to present grievances of employees covered hereby to the Sheriff without loss of pay or overtime.

Section 2. The Union President shall be allowed reasonable release time to carry out his/her duties, provided it does not interfere with the operations of the Sheriff's Office.

Section 3. Access to Premises. The Union shall be permitted to schedule meetings on the Employer's property so long as such meetings are not disruptive of the duties of working employees or the efficient operations of the Department. The Union shall obtain prior approval for such meetings from Management. Approval shall not be unreasonably withheld or denied. The Employer further agrees that representatives of the Union shall be permitted reasonable and necessary access to the premises of the Employer with advance or concurrent notice to the appropriate Employer representative for the purposes of administration of this Agreement.

ARTICLE 9 DISCIPLINE AND INTERNAL INVESTIGATIONS

Section 1. Just Cause. Discharge, suspension, and discipline shall be for just cause.

Section 2. Progressive Discipline. The Employer agrees that it will generally follow the principles of corrective and progressive discipline. Disciplinary action shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct provided, however, progressive discipline may not be appropriate for major infractions.

Section 3. Notice. Employees shall be notified in writing by the Sheriff, Human Resources Department, or their designee within ten (10) days of any occurrence which the Employer becomes aware which may result in discipline. Notification to employees shall cite the specific offense

and/or appropriate policy and procedure, law, or ordinance which the Employee is alleged to have violated. A copy of the notice shall be furnished to the Employee against whom any complaint is brought, and to the Union Representative. If the disciplinary action is based upon a citizen's complaint, the name of the complainant shall be set forth.

Section 4. Internal Investigations. Internal investigations shall be conducted by Gratiot County Sheriff's Office supervisory personnel or, at the discretion of the Sheriff, an outside law enforcement agency. All discipline shall be concluded within forty-five (45) calendar days of the date on which the incident first became known to the Employer unless the Employer sends, in writing, a notice of extension for an additional period not to exceed thirty (30) days from the date of the notice. This time period will be extended for the duration of any ongoing criminal investigation into the subject matter of discipline. All recommendations and/or conclusions regarding internal investigations and discipline of bargaining unit employees shall be approved by the Sheriff.

Section 5. Pre-Investigatory Interview Disclosure. Employees covered hereunder shall be fairly and accurately apprised of the allegations and known basic facts of any incident prior to questioning as part of any internal investigation. Employees shall be informed, to the extent known at the time, whether the investigation is focused on the employee for potential charges (either disciplinary or criminal) or if the Employee is to be interviewed as a witness.

Section 5.1. Compulsory Statements. In the event the Employer seeks to obtain a verbal or written statement from an Employee concerning potentially criminal behavior or conduct, the Employee shall be notified of his/her Garrity Rights (statements obtained under threat of discipline up to and including discharge cannot be used against the Employee in subsequent criminal proceedings).

Section 6. Representation. Any employee questioned during or part of any type of hearing, investigation, interview, and/or questioning where the employee reasonably believes disciplinary action may result shall, upon request, be permitted Union representation. If a representative is not immediately available, the County shall grant the employee a reasonable amount of time to obtain Union representation prior to questioning.

Section 7. Prior Discipline. In imposing any discipline, the Employer shall not consider any occurrence which occurred more than two (2) years previously that did not result in suspension without pay or termination.

Section 8. Suspension. Suspension may take the form of a suspension from regular duties, suspension from all duties with pay, or suspension from all duties without pay, at the Sheriff's sole discretion. In the event an Employee is exonerated of criminal charges causing suspension, or in the event that he/she is exonerated through the grievance procedure, he/she shall be reinstated and compensated for all back wages and benefits lost due to the suspension. The Sheriff shall make available to any employee notified of a suspension, space on County premises to permit the Employee to consult with Union representation or legal counsel.

Section 9. Administrative Leave. The Sheriff shall have the right to place any Employee on

administrative leave for a period not to exceed forty-five (45) days while conducting an investigation on any matter pertaining to alleged Employee misconduct. During such period, the Employee shall remain on the payroll. At the sole discretion of the Sheriff, the Employee may or may not retain all Sheriff's Office equipment. Administrative leave shall not be deemed to be punishment.

Section 10. Use of Force. If, in the performance of his/her duties, any Employee uses deadly force which results in the death or serious bodily injury of any individual, that Employee may be, on said Employee's request, or request of the Sheriff, placed on paid administrative leave for a period of three (3) days, except during periods of emergency. When an employee uses deadly force, the employee shall not be required to make a written statement for seventy-two (72) hours after the incident. The employee may be required to make brief verbal public safety statements to a supervisor for the purposes of securing evidence, coordinating emergency medical attention, identifying witnesses, apprehending suspects, and/or addressing other exigent circumstances.

Section 11. Polygraph. No Employee shall be required, as a condition of employment, to take a polygraph examination or be discriminated against for refusing to take such examination in connection with any investigation which could result in disciplinary action.

Section 12. Use of AI. The Employer shall not use any artificial intelligence tool, software, model, algorithm, or system for any purpose in connection with any terms or conditions of employment, including but not limited to, discipline and/or performance evaluations. Employees shall not use any artificial intelligence tool, software, model, algorithm, or system for any purpose in connection with his/her official job duties.

Section 13. Release of Confidential Information. The Employer or its employees may not release, publish, disclose, or divulge, except where expressly compelled by law, the details of, or record(s) related to, any complaint determined to be unfounded or unsustainable. Should the Employer, either in its discretion or by law, release information related to discipline issued to an employee, photographs or videos containing the employee's image or likeness, or issue any public statement or press release regarding an employee's on-duty conduct, shall first notify the affected employee(s) prior to the release of the information.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. Procedure. It is mutually agreed that a grievance is any dispute, controversy, or difference between the parties to this Agreement or any issue with respect to or concerning the interpretation or application of this Agreement or any terms or provisions thereof. No matter respecting the provisions of any of the insurance or pension retirement programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

Any Employee having a complaint in connection with his/her employment shall present it to the Employer within ten (10) calendar days of the incident or the Employee having knowledge of the incident.

- A. Before initiating a written grievance the Employee may first discuss the matter orally with the Sheriff, the Undersheriff, or their designee.
- B. If the matter is not satisfactorily resolved verbally, the Union representative may discuss the matter with the Sheriff, Undersheriff, or their designee.
- C. If a grievance is not resolved in Step A or B, it shall be reduced to writing on the regular grievance form provided by the Union, signed by the Employee, and presented to the Sheriff or Undersheriff within ten (10) calendar days of the completion of step B. The Sheriff or Undersheriff shall have ten (10) calendar days after receiving the grievance to answer the grievance in writing.
- D. If the grievance is not settled, either party may, within ten (10) calendar days after receiving the Sheriff or Undersheriff's answer, request in writing a meeting which shall be set at a mutually agreeable time and place, between the Union representatives and the Sheriff, Undersheriff, County Administrator and/or a designee(s) to review the matter. The grievant may be present at this meeting. Such meetings, if requested, shall be held within thirty (30) days after the date of the written request. The Sheriff will render his/her decision within ten (10) calendar days of the meeting.

Section 2. Arbitration. If the grievance is not settled by the step(s) above, recognizing that step D is optional, the Union may submit such grievance to arbitration. The submission is to be made within thirty (30) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the FMCS in accordance with its voluntary rules and regulations then existing, within the time specified above. Such rules should govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to, or subtract from, the terms of this Agreement nor, to make any recommendations with respect thereto. 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 the representatives, other than bargaining Employees, shall be borne with parties incurring them.

Section 3. Time Limit. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered resolved. If the time procedure is not followed by the Employer, the grievance may be advanced to the next step by the Union. The Sheriff and Union may, by mutual written agreement, extend the time limits of the grievance procedure.

ARTICLE 11 COMPUTATION OF BACK WAGES

Section 1. No claim for back wages awarded through the grievance procedure shall exceed the amount of wages the Employee would otherwise have earned at his/her regular straight time rate, less any and all compensation, including unemployment compensation, the employee received

from any other source.

Section 2. Overpayment of Wages. The Employer may recover overpayment of compensation discovered no later than six (6) months from the date of overpayment. In any repayment arrangement, the Employer may make payroll withholdings of no more than fifteen percent (15%) of an employee's gross bi-weekly pay. This provision may be waived upon mutual agreement of the Employer and affected employee.

ARTICLE 12 PROBATION

Section 1. New Employees hired in the bargaining unit shall be considered probationary for one year of their employment. When an Employee finishes their probationary period by accumulating six (6) months of continuous employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day prior to day he/she completes the probationary period. There shall be no seniority among probationary Employees.

Section 2. The Union shall represent probationary Employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 1 of this Agreement, however, probationary Employees who are being discharged and/or disciplined for other than union activity shall not have access to the grievance procedure, however, the Union shall be notified prior to said discipline or discharge.

ARTICLE 13 SENIORITY

Section 1. Seniority is defined as the length of continuous service in the bargaining unit from the last date of hire.

ARTICLE 14 SENIORITY LIST

Section 1. Seniority shall not be affected by race, sex, religious belief, marital status or dependents of the Employee.

Section 2. The seniority list on the date of this Agreement shall show the names and job titles of all Employees of the bargaining unit entitled to seniority.

Section 3. The Sheriff will keep the seniority list up to date at all times and will provide and/or conspicuously post for employees up-to-date copies at least every six (6) months. Effective with the date of this Agreement, new Employees hired on the same day shall be placed on the seniority list after completing the one-year probationary period, in alphabetical order, by the first initial of the last name. If this initial is the same, then in alphabetical order of each succeeding letter of the last name.

**ARTICLE 15
LOSS OF SENIORITY**

Section 1. An Employee shall lose his/her seniority for the following reasons:

- A. The employee resigns or quits;
- B. The employee is discharged or terminated;
- C. The employee retires;
- D. The employee has been on layoff status for a period of time equal to his/her seniority at the time of his/her layoff or twenty-four (24) months, whichever is less;
- E. The employee fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff, or disciplinary suspension, unless otherwise excused by the Sheriff;
- F. The employee is absent from work for three (3) consecutive days without prior notice to the Sheriff, unless a satisfactory reason for such absence is given;
- G. The employee is convicted of or pleads guilty or nolo contendere to a felony or a misdemeanor punishable by one (1) year;
- H. The employee makes an intentional and materially false statement on his/her employment application, on an application for leave of absence, or on any other official police report.

**ARTICLE 16
TRANSFERS**

Section 1. Transfers Out of the Bargaining Unit. If a bargaining unit employee is transferred within the Sheriff's Office but outside of the bargaining unit, he/she shall accumulate seniority for one (1) year from the time he/she left the bargaining unit, to be available only if and when he/she returns to the bargaining unit. Employees transferred under the above circumstances will retain all rights accrued prior to transferring out of the bargaining unit and any benefits provided in this Agreement if and when he/she returns to the bargaining unit.

Section 2. Transfers into the Bargaining Unit. The Sheriff may temporarily assign work normally performed by members of this bargaining unit to MCOLES-certified deputies employed by the Sheriff in a different bargaining unit for a period not to exceed thirty (30) calendar days provided it does not result in the layoff or reduction in normal work hours of any bargaining unit employee. This time period may be extended or modified upon mutual written agreement of the parties.

ARTICLE 17
POLICIES, PROCEDURES, & WORK RULES

Section 1. Modification of Policies and Procedures. Subject to the terms of this Agreement, departmental rules, regulations, policies and procedures, directives, and/or official orders affecting employees of the bargaining unit may be updated, modified, amended, edited, or repealed by the Employer; provided, however, that, except in cases of declared emergencies, the Employer shall provide the Union a copy of any proposed amendment, modification, edit, or repeal at least fourteen (14) calendar days prior to the publishing of said rule or effective date thereof.

Section 2. Publishing Policies. All departmental rules, regulations, policies and procedures, directives, or official orders shall be published in an official order or procedure manual. Said manual shall be comprehensive and timely updated by the Employer as is necessary to be current. Published policies and procedures shall be made readily accessible to all employees.

ARTICLE 18
PHYSICAL EXAMINATION

Section 1. Applicants for initial employment may be required to submit to a medical examination to determine their physical or mental ability to perform their job. The physical examination shall be conducted by a local physician appointed by the County.

Section 2. Drug & Alcohol Testing. An employee on-duty or reporting for duty may only be required to submit to a test for the presence of drugs or alcohol (blood, urine, or breath) at the order of a supervisor where there exists reasonable suspicion the employee has been using, or is under the influence of, intoxicating liquors, drugs, or other controlled substances where use is prohibited by law or policy. Reasonable suspicion as used herein means a belief, drawn from specific, objective and observable facts, and/or reasonable inferences drawn from those facts, that an employee has been using, or is under the influence of, drugs or alcohol in violation of Department policy.

- A. In the event it is requested an employee submit to a reasonable suspicion test for the presence of drugs or alcohol, the employee shall be permitted to confer with union representation (by telephone if such representation is not present) prior to testing, provided it does not unreasonably delay the test.
- B. An employee may refuse to submit to a reasonable suspicion test but the employee shall be appraised, and hereby agrees, that such refusal constitutes grounds for discipline equivalent to that which would be imposed for a positive test result.
- C. Reasonable suspicion tests for alcohol in the form of a preliminary breathalyzer test (PBT) shall be given by supervisory personnel trained and/or certified to administer the test with the specific device used.
- D. Upon completion of any test, the supervisor asserting reasonable

suspicion as defined by this Section shall immediately write a detailed written report of the circumstances, his/her observations, justifications, and/or all other relevant facts relied upon in establishing reasonable suspicion. In the event a supervisor performs the test, the report shall also include the test results.

- E. The Employer shall not be required to have reasonable suspicion to require an employee submit to a test for the presence of drugs or alcohol immediately following the employee's:
 - (1) Involvement in a motor vehicle accident (regardless of fault or injury) while on-duty and operating a County-owned vehicle or patrol car.
 - (2) Discharging of a firearm during the course of his or her duties.
- F. In unusual circumstances, the requirement of reasonable suspicion justification may be waived specific to individual employees where there exist circumstances necessitating such a suspension (*e.g.*, as part of a treatment program, a condition of discipline, *etc.*).

Section 4. Medical Disputes. The Sheriff reserves the right to require an employee, at the Employer's expense, if not covered by the Employee's insurance, to take a physical or mental examination if it should appear that said employee is having difficulty performing the essential functions of his/her job. The physical or mental examination shall be given by a doctor selected by the Employer. If the Employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Sheriff or employee, the designated physician of the Employer and the Employee's doctor shall agree upon a third doctor to submit a report to the Employer and the Employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be paid by the Employer if not covered by the Employee's insurance. On the basis of said examination, the Sheriff shall take appropriate action.

ARTICLE 19 LAYOFF AND RECALL

Section 1. Definition. The word "lay-off" shall be defined to mean a reduction in the workforce.

Section 2. Layoff. If it becomes necessary for a layoff, the following procedure shall be utilized:

Employees shall be laid off in reverse seniority order based upon the classification in which they are employed and which is subject to the layoff, and they shall be recalled in the same order.

Section 3. Notice of Layoff. The County shall give written notice to the Employee(s) and the Union of any proposed layoff. Such notice shall be submitted at least two (2) calendar weeks prior to the effective date of layoff. In the event the County deems it necessary to layoff two (2) or more bargaining unit Employees at one time, the County and Union agree to meet one (1) week prior to the effective date of layoff, to discuss alternatives to the layoff.

Section 4. Recall. Employees laid off shall be recalled in reverse order of layoff of the affected classification. Notice of recall shall be sent to the Employees at their last known address by certified mail.

Section 5. Voluntary Layoff. When faced with layoffs, the County may, prior to the enactment of the layoff provisions herein, solicit voluntary layoffs by seniority, from Employees in the bargaining unit. In requesting such volunteers for layoff, the County shall state with certainty, at the time of solicitation, the length of the layoff.

Section 6. Employees who have been laid off and who, within five (5) days after notice of recall failed to respond as directed, or who decline recall, shall be presumed to have resigned and their names shall be removed from the seniority list, if all reasonable efforts have been made to contact said employee.

ARTICLE 20 LEAVES OF ABSENCE

Leaves of absence, unless hereinafter specified, shall be without pay.

Section 1. Leaves of absence are for employees who, in addition to their personal and vacation time, require time off from their employment. Any request for a leave of absence shall be submitted in writing by the Employee to the Sheriff. Requests shall state the reason(s) the leave of absence is being requested and the approximate length of time off the Employee desires.

Section 2. Authorization or denial for a leave of absence shall be granted solely at the decision of the Sheriff, except as required by law and shall be furnished to the employee by the Employer, and shall be in writing. Such decision shall not be arbitrarily and capriciously made.

Section 3. Family Medical Leave. An employee who has worked at least 1,250 hours in the preceding twelve (12) month period is eligible for a leave of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such leave shall be granted (1) to care for a newborn son or daughter; (2) because of the placement of a son or daughter with the employee for adoption or foster care; (3) in order to care for the spouse, son, daughter or parent of an employee who has a serious health condition; or (4) because of a serious health condition that makes the employee unable to perform the functions of his or her job; or, 5. For any “qualifying exigency” out of the fact that the spouse, son, daughter, or parent of an employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

In addition, qualified unit employees may request a single leave of up to a total of twenty-six (26) weeks of Family and Medical Leave if the employee is the spouse, son, daughter, parent or next of kin of a covered service member and requires leave to care for a “covered service member” who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

A. A "covered service member" is a member of the Armed Forces, including the National Guard and Reserves, "who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for an injury or illness incurred by the member in line of duty on active duty ... that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

B. The leave provided under this provision is combined with that set forth in Section 3 for a combined total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period. This means that if an employee also has some other FMLA-qualifying event in that twelve (12) month period (for example, the birth of a child, or the employee's own serious health condition), his or her total amount of FMLA leave during that twelve (12) month period is still limited to twenty-six (26) weeks. This also means that even if the servicemember's recovery lasts longer than the initial twelve (12) months, the twenty-six (26) weeks of Servicemember Family Leave cannot be "renewed," and the employee would not be eligible for an additional twenty-six (26) weeks of Servicemember Family Leave in the following twelve (12) month period.

C. The Employer may require a certification by the servicemember's health care provider.

Any eligible employee will be granted up to twelve (12) unpaid workweeks of leave during a rolling twelve (12) month period for leaves granted under FMLA. For any FMLA qualifying purpose, accrued vacation time, compensatory time, personal leave, or sick leave must be used until exhausted. When an Employee has used accrued vacation and sick leave for a portion of the FMLA leave, the Employee may request an additional period of unpaid leave to be granted so the total of paid and unpaid leave provided equals twelve (12) weeks. Any request for time off for a reason qualifying as FMLA leave shall be treated and designated as FMLA leave.

Section 4. Union Leave. One member of the bargaining unit, always an Employee, elected by the Capitol City Labor Program unit, to attend a function such as conventions or education conferences, shall be allowed time off not to exceed forty (40) hours in any calendar year, with one-half of the daily wage paid by the Employer. Provided, however, that the Sheriff shall be given a written notice two weeks prior to the time of such leave of absence.

Section 5. Military Leave.

A. The County will comply with applicable laws regarding active military leaves of absence.

B. National Guard/Reserve Military Travel. The County will comply with applicable laws regarding National Guard or reserve training leaves of absence.

Section 6. Funeral Leave. An Employee will be allowed an absence of three (3) days, if scheduled to work, with pay as funeral leave not to be deducted from sick leave for the death of:

- A. the employee's mother;
- B. the employee's father;

- C. the employee's brother or sister;
- D. the employee's current spouse;
- E. the employee's son or daughter;
- F. the employee's aunt or uncle;
- G. the employee's grandparents or grandchildren;
- H. the employee's current spouse's mother, father, brother and/or sister.

The employee will not be entitled to funeral leave except for relatives listed in a - h above. Two (2) additional days, if the employee is scheduled to work, shall be allowed in cases in which the deceased has resided within the Employee's household for a period of not less than six (6) months immediately prior to the deceased's funeral. One (1) extra day shall be allowed in cases in which the deceased resided out-of-state and funeral services are held outside the State of Michigan.

Section 7. Jury Duty Leave.

A. A full-time bargaining unit Employee who is summoned and subsequently assigned by applicable law for jury duty shall be granted the necessary time to serve as required. Jury duty leave shall be with full pay, with reimbursement to the County for any compensation received. Employees shall be expected to return to work, when not serving as a juror, on the day assigned by the Court as a juror. If, however, an employee's shift is required to be changed because of jury duty, the employee will not be entitled to pyramid or double pay for jury duty.

B. Bargaining unit Employees who are summoned for jury duty and are scheduled by the Sheriff to work on an afternoon or midnight shift shall have their shift changed to a day shift. Employees will be required to give the Sheriff two (2) weeks notice if possible of the scheduled jury duty.

**ARTICLE 21
SICK LEAVE**

Section 1. Accrual. Employees covered by this Agreement shall accumulate one (1) hour of sick leave with pay for every thirty (30) hours the employee works, with a total accumulation of one hundred (100) hours. An employee on sick leave shall be deemed to be on continued employment for the purpose of continuing all benefits of this Agreement. In the event of extended illness, an employee shall first use all accumulated sick leave and thereafter shall use all accumulated vacation time.

Section 2. Accumulation. Pay for accumulated sick leave shall discontinue when the Employee has accumulated one hundred (100) hours of unused sick leave. Thereafter, an Employee shall accumulate at the same rate of one (1) hour per every thirty (30) hours worked but accumulated unused sick leave above one hundred (100) hours shall be paid by payment of one hundred percent (100%) of said accumulated sick leave above one hundred (100) hours at the employee's straight time rate in the second pay period in December of each year for all accumulated unused sick leave above one hundred (100) hours as of November 30th of that year.

Upon separation of employment for any reason or death of the employee, the County will pay to

the employee or his/her estate, a sum of money equal to the total of all accumulated sick leave up to one hundred (100) hours.

Section 3. Uses. The Employer shall permit an employee to use earned sick leave time for any of the following reasons:

- (a) mental or physical illness, injury, or health condition of the employee or a member of the employee's immediate family; (For purposes of this Article, "immediate family" shall be defined as: biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; Grandparent; Grandchild; Biological, foster, and adopted sibling; and/or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.)
- (b) medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, disease, or health condition(s);
- (c) preventative medical care for the employee;
- (d) where the employee or the employee's family member is a victim of domestic violence or sexual assault and/or to obtain services from a victim services organization;
- (e) to relocate due to domestic violence or sexual assault, obtain legal services, or participate in any civil or criminal proceedings related to or resulting from the employee or employee's family member's involvement in domestic violence or sexual assault.
- (f) for meetings at the employee's child's school or place of care related to the child's health or disability, or the effect(s) of domestic violence or sexual assault on the child;
- (g) where it has been determined by a healthcare provider that the employee's presence at work would jeopardize the health of others by cause of the employee's, or a member of the employee's household, exposure to a communicable disease.

Section 4. Notice. For an employee to be entitled to use sick leave, he/she must notify the desk officer of his/her intention to use sick leave as soon as practicable. In circumstances where the need to use sick leave is foreseeable, the Employer may require employees to provide advance notice of no more than seven (7) days.

Section 5. Verification. The Employer may require medical certification (to include a physician's excuse) or other reasonable substantiating evidence of illness or injury for any period of time for which the employee seeks to utilize sick leave. Such verification for absences of a single work day may only be required where there exists a pattern of excessive use or the Employer has a reasonable belief, based on objective evidence, that the employee is abusing sick leave.

Section 6. Unpaid Leave. If any employee becomes ill (unrelated to his/her work) to a point that he/she cannot perform his/her work, he/she may, after using all sick and vacation time, request up to a one (1) year leave of absence without pay; provided, however, the leave is substantiated by a doctor's certificate. If the illness of a member of his/her immediate family makes it impossible for the Employee to work, such leave may be granted at the Sheriff's discretion on showing of medical proof. Such leaves may be extended beyond one (1) year at the discretion of the Sheriff.

Section 7. Workers Compensation. An employee who is injured during the course of his or her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for all days scheduled to work during the seven (7) day waiting period. Said payment shall be considered an advance by the County until the employee receives payment from the workers' compensation carrier. Payment for scheduled days shall be at one hundred percent (100%) of the employee's regular rate of pay. Once the Employee has received payment from the workers' compensation carrier for the seven (7) day waiting period, the employee shall be notified in writing that they have five (5) business days to reimburse the County for net wages advanced by the County. Said notice shall include the net amount owed to the County and also state that if the Employee does not comply with the five (5) day time period, said amount shall be deducted from the Employee's next regular scheduled paycheck(s).

All employees injured on the job may apply prorated sick leave time as to the difference between regular pay and that amount received from Worker's Compensation, to the extent of his/her unused sick leave.

ARTICLE 22 HOURS OF WORK AND PREMIUM PAY

Section 1. Hours. Except where expressly limited by this Agreement, the Sheriff has the right to assign the hours of work and/or schedules of employees covered hereunder.

Section 2. Shifts. An employee's normal workday shall typically consist of a minimum of (8) but a maximum of ten (10) hours in any twenty-four (24) hour period commencing from the beginning of an employee's regularly scheduled shift. The Employer shall schedule a meeting with the Union prior to the implementation of any schedule modification to discuss the change, its implementation, and/or effect(s).

Section 3. Call Back. Call back time shall be paid at the rate of one and one-half (1 ½) times the Employee's regular rate of pay, with a two (2) hour guarantee. Call back time shall be deemed to include when the employee must appear in Court for the purposes of providing testimony.

Section 4. If an employee is called into a Sheriff's Office meeting while off duty, he/she will receive one and one-half the employee's regular rate of pay for the time spent at the meeting, with one (1) hour minimum guaranteed.

Section 5. Overtime. Subject to the terms of this Agreement, it is understood that determining the need for overtime, scheduling of overtime, and requiring overtime be worked are solely the rights of the Employer.

- A. Definition. Overtime shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. Overtime shall be provided to any employee for any and all hours worked in excess of forty (40) in any one week.
- B. Voluntary Overtime. When overtime is needed, the Sheriff or designee shall offer the overtime assignment to all employees eligible and able to work the assignment on the basis of bargaining unit seniority.
- C. Mandated Overtime. Once an overtime assignment has been offered to and declined by all eligible employees within the bargaining unit, the Employer may mandate the overtime assignment be worked by the eligible employee with the least amount of bargaining unit seniority. Prior to forcing a bargaining unit employee to work an overtime assignment, the assignment may, upon agreement of the bargaining unit president, be offered to MCOLES-certified deputies employed by the Sheriff outside the bargaining unit.

Section 6. Compensatory Time. Employees who work overtime may, at their request, be credited with compensatory time, at a rate of time and one-half, for each hour of overtime worked, in lieu of cash overtime pay. An employee may accumulate up to a maximum of forty (40) hours of compensatory time annually. The scheduling of compensatory time off work must be approved in advance by an employee's immediate supervisor or the Undersheriff. If compensatory time is granted, an employee who requests the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request, provided the use of compensatory time off does not unduly disrupt the operations of the Department. Compensatory time shall be earned and taken off under the following procedures:

- A. If an Employee is eligible and elects to be credited with compensatory time in lieu of cash overtime payment, he/she must indicate such on his/her timecard, overtime slip, or other document as required by the Sheriff.
- B. Use of accumulated compensatory time shall be scheduled and approved by the Sheriff or designee in accordance with the provisions of this Agreement; with the exception of requests for the utilization of accumulated compensatory time as part of the vacation bidding process.
- C. The use of compensatory time off in increments of not less than one (1) hour shall be allowed so long as it does not create overtime. Notification by the employee of his or her intent to utilize this compensatory time must be given at least twenty-four (24) hours in advance.
- D. Requests for competing dates or times shall be resolved on a first-submitted, first-granted basis.

Section 7. Notice of Schedule. The work schedule (to include starting and quitting times) for any and all shifts for members of the bargaining unit shall be posted a minimum of thirty (30) calendar days in advance. Except in the event of an emergency, employees’ work schedules shall not be changed unless the Employer provides ten (10) calendar days prior written notice.

**ARTICLE 23
 VACATIONS**

Section 1. Eligibility. Employees shall earn credits toward vacation with pay, to be provided on the anniversary of his/her hire, in accordance with the following schedule. For the purposes of determining vacation eligibility, the parties agree to the following definitions: “Full-time” shall mean an employee who is regularly scheduled to work forty (40) or more hours per week; “three-quarter (3/4) time” shall mean an employee who is regularly scheduled to work at least thirty (30) but less than forty (40) hours per week; and “half (1/2) time” shall mean an employee who is regularly scheduled to work at least twenty (20) but less than thirty (30) hours per week.

Years of Service	Hours Earned Per Year		
	Full-Time	¾ Time	½ Time
0-1 Years	40 Hours	30 Hours	20 Hours
1 Complete Year	96 Hours	72 Hours	48 Hours

Section 2. Approval.

- A. Use of vacation time must be requested by employees in writing by method as determined by the Employer and approved by the Sheriff or designee. Requests for use of vacation time must be approved or denied by the Sheriff or designee within seven (7) calendar days of receipt of the request. Vacation requests must be made at least fourteen (14) calendar days in advance of the anticipated vacation, unless waived by the Sheriff or designee. Vacation request(s) shall be granted provided it does not unduly interfere with the operations of the Department.
- B. Vacations will be taken for a period of at least one (1) shift and no less, unless approved in advance by the Sheriff or his/her designee.
- C. Conflicts in submitted vacation requests shall be resolved on the basis of the date of the request. In the event requests are submitted on the same day, they shall be granted based on bargaining unit seniority.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee becomes ill and is under the care of a physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through

the year, he/she will be awarded payment in lieu of vacation.

Section 3. Rates During Vacation. Employees will be paid their current rate of pay based on their regular scheduled base while on vacation.

ARTICLE 24 LIFE, HOSPITALIZATION AND DISABILITY INSURANCE

Section 1. Life Insurance. The County shall provide and pay the premium for a group term life insurance policy for each active Employee in the bargaining unit in the amount equal to the employee's base wage up to a maximum of Fifty Thousand Dollars (\$50,000.00). The policy shall contain a double indemnity clause.

Section 2. Employee Contribution. With respect to hospitalization, surgical and medical insurance, all Employees shall be subject to the statutory hard caps for health insurance premiums. The County shall pay the group premiums, subject to the statutory hard caps, for hospitalization, surgical and medical insurance for regular Employees and their authorized dependents as defined by the insurance carrier. The County shall offer two plans, at the Employee's discretion. It is understood, however, that given the hard caps mandated by statute, each Employee shall pay the difference between the hard cap, and said Employee's health insurance premium to the extent the health insurance premium is greater than the cap.

Regular part-time employees who are scheduled to work twenty (20) hours or more per week may participate in the health insurance plan.

Health Care Committee. The parties hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement. The Committee shall be subject to the following provisions:

1. The Committee shall be comprised of not less than one (1) or more than three (3) representatives from the Employer, from the non-union/elected officials, and from each participating union.
2. The Committee representatives shall be granted time off as is reasonably necessary for committee meetings with the approval of their respective supervisors.
3. The Committee shall meet as soon as projected new insurance rates are available at the mutually agreed upon times between the Employer and the Unions.
4. This Committee may provide recommendations as to the Health Insurance Program options for each year of this Agreement.

Employees and retirees of Gratiot County shall not be eligible for dual coverage as both a sponsor and dependent for any insurance coverage under this Agreement. Specifically, if both spouses are active employees of the County and eligible for health insurance coverage, the County will provide couple or, if appropriate, family coverage to one spouse; but if one spouse receives dual or family coverage the other spouse may not select any coverage and is not eligible to receive any insurance

buyout sum.

Children are considered dependents of an Employee until they reach twenty-six (26) years old, to the extent required by law. Should any child of an employee cease to be a dependent of said Employee as determined by the insurance carrier, said child will no longer be carried in the hospitalization program.

Section 3. Benefits Option Compensation.

- A. Upon appropriate certification to the County that the Employee has health care benefits coverage through a program other than the County, the County will compensate the Employee annually according to the following schedule for each October to September time period:

<u>Coverage</u>	<u>Annual Amount</u>
Single	\$900.00
2-Person	\$1,500.00
Family	\$2,000.00

- B. The parties understand that such compensation is subject to applicable withholdings. All actual payments shall be prorated based on the number of months the employee actually opts out of the County's group health insurance program during the October to September time period.
- C. A bargaining unit Employee who chooses compensation in lieu of health insurance benefits shall have the right to reenter the County health benefits plan during the next open enrollment period, or upon a "Qualified Life Event" as allowed for by the insurance carrier and IRS regulations.
- D. Payment for the benefit option compensation shall be in a separate check by September 30th of each year, for the current fiscal year Employees exercise this option.

Section 4. Previous Service to the Employer. Notwithstanding any prior entitlement, any employee who is actively employed, eligible for, and receiving health and hospitalization insurance benefits provided by the Employer hereunder shall be ineligible to receive payment for any previously earned credit toward retiree health insurance premiums. In the case of former retirees of the Employer who return to active employment within this bargaining unit, eligibility for such retiree health insurance credit shall be frozen and non-payable for the duration of such active employment and concurrent receipt of Employer-sponsored health coverage. Eligibility and/or payment of any such credit shall resume upon the employee's separation from active employment.

Section 5. The Employer shall pay the premium except as otherwise provided in this Article for all Employees and their authorized dependents as defined by the insurance carrier for dental and vision plans. The County reserves the right to change carriers for reasons of cost or service by

providing benefits equal or better in their totality.

Section 5. Long-Term Disability. Employees will be provided with long-term disability insurance. All payable benefits must meet insurance carrier requirements for eligibility and reporting. Payable benefits begin on the 91st day for accident and illness and are payable to the Social Security Normal Retirement Age. Employees will receive 60% of income to a maximum benefit not to exceed \$5,000.00 per month, excluding bonuses, overtime and other compensation not considered to be basic wages. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality.

**ARTICLE 25
 PAYOUT UPON SEPARATION**

All banked time off shall be paid to an employee who separates from service according to the table below:

Leave Time – Circumstance(s)	Applicable Payout
Sick Time – <i>Separation of employment for any reason.</i>	Employee shall be paid for one hundred percent (100%) up to One Hundred (100) hours at their current hourly rate of pay.
Vacation Time – <i>Separation of employment for any reason.</i>	Employee will be paid one hundred percent (100%) of all accumulated hours at current hourly rate of pay. Vacation time is awarded based on the employee’s date of hire.
Compensatory Time – <i>Separation of employment for any reason.</i>	Employee will be paid for any unused, accumulated compensatory time at their current hourly rate of pay. Maximum accumulation is limited to forty (40) hours annually.
Benefit Option Compensation – <i>Separation of employment for any reason.</i>	Final payment shall be prorated on a monthly basis from the beginning of the buyout period until the employee's last day of work.

**ARTICLE 26
 UNIFORMS & EQUIPMENT**

Section 1. The County shall furnish, maintain (to include laundering), and replace when necessary all uniforms and equipment required by the Employer including:

- 3 short sleeve uniform shirts
- 3 long sleeve uniform shirt
- 3 pairs of uniform pants
- 1 pair of boots or shoes
- 2 badges
- 1 I.D. case

- 1 bullet-resistant/Kevlar vest
- 1 winter uniform coat
- 1 rain jacket
- 1 hat
- 1 duty belt
- 1 pants belt
- 2 pairs of handcuffs and handcuff cases
- 1 holster
- 1 semi-automatic pistol
- OC spray
- 1 belt-size flashlight

Upon ratification of this Agreement, the Employer shall timely furnish all employees with new uniforms and equipment necessary to comply with the terms of this Article.

Section 2. Upon approval of the courthouse security committee, members of the bargaining unit shall have access to a rifle, secured in the Courthouse, during working hours.

ARTICLE 27 MISCELLANEOUS

Section 1. Safety. The County shall make reasonable provisions for the safety of its employees during the hours of their employment and shall provide all safety devices and equipment which the County may require Employees to use during such working hours.

Section 2. Legal Defense. The Employer will provide to the Employee such legal defense as may 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 performance of his/her duties and responsibilities and acting within the scope of their authority; provided that notification is immediately given to the Employer that service or process was made upon the Employee. For the purpose of this section, legal assistance will only be provided when the Employee has acted pursuant to authority conferred by law or within the scope of employment.

Section 3. Direct Deposit. It is agreed that the County may implement a policy requiring direct deposit or debit cards by employees in a manner consistent with the applicable provisions of the amended Payment of Wages and Fringe Benefits Act, being MCL. 408.476.

Section 4. Minimum Staffing. It shall be the responsibility of the Sheriff to maintain adequate staffing during regular operating hours of the courts.

Section 5. Surveillance Cameras. The parties agree that surveillance equipment on the Employer's premises shall not be primarily used by the Employer or its employees for the purposes of monitoring employees in the workplace. To the extent the Employer relies on surveillance cameras or similar devices to monitor the security of its property and personnel, the Employer shall permit access to bargaining unit employees during their hours of work.

**ARTICLE 28
 COMPENSATION**

Section 1. Wage Schedule. Effective October 1, 2024, the wages of bargaining unit members shall be as provided in the below schedule:

Courthouse Security Deputy / Bailiff		+6%	+3%
Step	Current	Effective 10-01-24	Effective 10-01-25
Start	\$24.41	\$25.87	\$26.65
Year 1	\$25.63	\$27.17	\$27.98
Year 2	\$26.91	\$28.52	\$29.38

Section 2. Lead Bailiff. A bargaining unit employee may, at the sole discretion of the Sheriff, be assigned Lead Bailiff. The Lead Bailiff position is not a change in classification and while, as a lead worker, may direct the work of bargaining unit employees, the position shall have no ability to hire, transfer, suspend, layoff, promote, assign, reward, or discipline employees nor effectively recommend such actions. The employee assigned to the position of Lead Bailiff shall receive a pay differential of an additional \$1.00 per hour.

**ARTICLE 29
 HOLIDAYS**

Section 1. Holidays. All employees covered by this Agreement shall receive the following recognized holidays off with pay where the observed holiday falls on their regularly scheduled shift:

Recognized Holidays
New Year's Day
Martin Luther King Jr. Day
Good Friday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Section 2. Employees released from work on the above holidays shall be paid for their regularly scheduled hours of work.

ARTICLE 30 PERSONNEL FILES

Section 1. Employee Access. Employees shall, during normal business hours of the Human Resources Department, have the right to access his/her personnel file. The contents of an employee's personnel file shall be made available to the employee for inspection and/or review. At the employee's request, he/she shall be provided copies of any document contained within his/her personnel file.

Section 2. Rebuttal Statement. Consistent with the "Bullard-Plawecki Employee Right to Know Act," an employee who disagrees with any personnel record contained within his/her personnel file shall be entitled to submit a written statement of response explaining the employee's position. The Employer shall attach the employee's statement to the personnel record placed in the employee's personnel file. The employee's statement shall also be included when the personnel record is divulged or disclosed upon the request of any third party. For the purposes of this Article, "personnel record" shall mean a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, compensation, or disciplinary action.

Section 3. Notice. Employees shall be simultaneously notified in writing when the Employer places any personnel record into the employee's personnel file. Additionally, the Employer shall notify any Employee in writing prior to divulging, disclosing, or releasing any disciplinary report, letter of reprimand, or other disciplinary action contained within the Employee's personnel file to any third party.

Section 4. MCOLES Disclosure. The Employer shall, as soon thereafter as practicable, provide an employee and the Union with a copy of any filing, statement, disclosure, or report concerning the Employee provided by the Employer to the Michigan Commission on Law Enforcement Standards ("MCOLES"). Where such a disclosure is made for the purposes of complying with PA 128 of 2017 as MCL 28.563, this obligation shall survive any employee's separation of employment.

ARTICLE 31 SAVINGS CLAUSE

Section 1. 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 an article or section should be reinstated by such tribunal, remainder of the Agreement and addendum should 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 32
SUCCESSORS CLAUSE**

Section 1. This Agreement shall be binding upon the Employer's successor, assignees, purchasers, lessee or transferees, whether such succession, assignment or transfer be affected voluntarily, or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merger or consolidated Employer.

**ARTICLE 33
SPECIAL CONFERENCES**

Section 1. The Parties hereto agree to meet and confer upon any term(s) of this Agreement requiring clarification upon the written request of either Party. The written request shall be made in advance and include notice of the nature of the matter(s) to be discussed and the reasons for requesting the conference. Discussion shall be limited to matters set forth in the agenda, but it is understood that said special conferences shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request during normal business hours and place mutually agreeable to the Parties.

Section 2. Employee representatives of the Union attending special conferences will be paid by the County for time spent meeting, but only for the straight time hours they would otherwise have worked on their regular work schedule.

**ARTICLE 34
TERMINATION AND MODIFICATION**

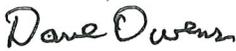
This Agreement shall continue in full force and effect until 11:59 p.m. on September 30, 2026.

Section 1. Either party wishing to negotiate a new agreement beyond September 30, 2026, shall give notice to the other party no less than 90 days prior to July 1, 2026, negotiations to commence no later than July 1, 2026, and conclude by October 1, 2026, if possible. If no such notice is given, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party at least 150 days prior to December 31 of any year after the years herein above-set forth.

Section 2. Such notice of termination in any case shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the Capitol City Labor Program, and if to the Employer, to such address as the Union or the Employer may make available to each other. During any negotiations of any future agreements, all the benefits herein contained shall remain in effect.

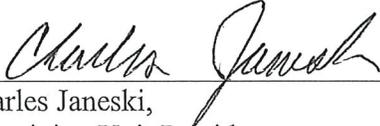
Executed this 11 day of June, 2025 by the undersigned on behalf of their authorized representatives.

**FOR THE COUNTY OF
GRATIOT:**

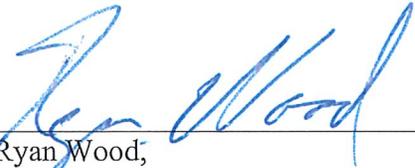


Dave Owens,
Chair, Board of Commissioners

**FOR THE CAPITOL CITY
LABOR PROGRAM:**



Charles Janeski,
Bargaining Unit President



Ryan Wood,
Interim County Administrator



Bradley Richman,
Executive Director

**FOR THE GRATIOT COUNTY
SHERIFF:**



Tom Clark,
Sheriff

Approved as to Form:



Gordon J. Love, *Esq.*,
Gratiot County Corporation Counsel



Jeff Donahue, *Esq.*,
CCLP General Counsel