

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GRATIOT COUNTY
GRATIOT COUNTY SHERIFF**

-AND-

CAPITOL CITY LABOR PROGRAM (“CCLP”)

Non-Supervisory Deputies

October 1, 2023 to September 30, 2026

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AGREEMENT

THIS AGREEMENT entered into this 1st day of October 2023, 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 as the exclusive bargaining representative for the bargaining unit for the purpose 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 Employees of the Gratiot County Sheriff's Office, with the following exceptions:

- A. Undersheriff
- B. Jail Administrator/Lieutenant
- C. Road Patrol/Lieutenant
- D. Detective
- E. All Sergeant Positions
- F. Administrative Assistants – Sheriff's Office
- G. Administrative Assistants - Jail Division

- H. Regular Part-time Employees - Road Deputies, those employed on a regular basis of not more than sixty (60) hours worked per eighty (80) hour pay period. And Court Bailiffs, those employed on a regular basis of not more than sixty (60) hours worked per eighty (80) hour pay period. And Corrections, those employed on a regular basis of not more than sixty (60) hours worked per eighty (80) hour pay period. It is understood that the Employer may carry a maximum of nine (9) part-time road deputies, seven (7) part-time court bailiffs and a maximum of six (6) part-time Corrections Employees at any given time during the term of this Agreement. It is understood that court bailiffs will perform bailiff duties only, however, full and part-time road patrol officers may perform bailiff duties.
- I. Temporary Employees are those employed for a period not to exceed ninety (90) days.
- J. The Gratiot County Emergency Management Coordinator position if assigned to the Sheriff's Office, shall be considered a non-union position reporting directly to the County Sheriff and said position shall not be part of this collective bargaining agreement.

**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, 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. 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. The Employer retains the right, based upon economic and/or program needs, to subcontract or relocate work performed by unit employees and may enter into interlocal agreements with other municipalities. This provision shall not be interpreted to permit, pursuant to this Agreement, the Employer to subcontract corrections or road patrol functions performed by corrections officers or road patrol officers without engaging in such decisional and effects bargaining required by law.

Section 4. The Employer shall also have the right to hire, demote for just cause, discharge for just cause, discipline for just cause, promote, assign, transfer, layoff and recall personnel, to establish reasonable work rules and policies and penalties for violation of such rules, to make judgments as to ability and skill; to determine workloads, to establish and change work schedules, to provide and assign relief personnel and otherwise direct the duties of the Gratiot County Sheriff's Office in all its operations and activities.

Section 5. 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. The Sheriff shall retain the right to create new job classifications as the need arises, provided that the rate of pay for said new classification(s) shall be subject to negotiation between the parties.

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 three (3) 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 at hours worked for purposes of, among other things, overtime or compensatory time.

**ARTICLE 8
UNION REPRESENTATION**

Section 1. The Union shall be represented by a Union President, Vice President, and one Alternate who shall all be regular employees. It will be the duty of the Union President, Vice President, or Alternate to present grievances of the employees 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, demotion, 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. Departmental Rules. In any case where disciplinary action may be taken, both the list of offenses and the punishment prescribed for said offenses contained in the Gratiot County Sheriff's Office General Rules and Conduct will be followed.

Section 4. 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 5. 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 6. 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 6.1. 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 7. 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 8. 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 9. 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 10. Inactivation. The Sheriff shall have the right to inactivate any Employee for a period not to exceed forty-five (45) days while conducting an investigation on any matter pertaining to alleged Employee misconduct. During such inactivation, 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. Inactivation shall not be deemed to be a punishment. In the event the inactivation lasts longer than one week, the Employee Union shall, upon request, be advised of the status of the investigation.

Section 11. Use of Force. If, in the performance of his/her duties, any Employee uses deadly force which results in the death of any individual person, that Employee may be, on said Employee's request, or request of the Sheriff, inactivated 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 his/her supervisor for the purposes of securing evidence, coordinating emergency medical attention, identifying witnesses, apprehending suspects, and/or addressing other exigent circumstances.

Section 12. 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 13. 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 14. 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. All non-disciplinary complaints shall be commenced at Step A and all disciplinary complaints may be commenced at Step C below.

- 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 so resolved, 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, Jail Administrator and/or Undersheriff within ten (10) calendar days of the completion of step B. The Sheriff, Jail Administrator and/or Undersheriff shall have ten (10) calendar days after receiving the grievance to answer the grievance.

- D. If the grievance is not settled, either party may, within ten (10) calendar days after receiving the Sheriffs/Jail Administrator's/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, Jail Administrator, County Administrator and/or Undersheriff and/or a designee(s) to review the matter. The grievant shall 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 unit on a full-time basis shall be considered as probationary Employees for one year of their employment. When an Employee finishes a probationary period, by accumulating twelve (12) 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. Part-time employees are at will and therefore are not subject to a probationary period.

Section 3. 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. Sheriff's Office seniority is defined as the length of service with the Sheriff's Office from the last date of hire based upon compensated hours and shall be considered in all cases of promotions or increases or decreases of the workforce. Vacation and shift preferences shall be made within the classification but in accordance with Sheriff's Office seniority. There shall be no seniority among probationary, temporary or part-time Employees.

**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 the local Union membership with up-to-date copies at least every six months, and will post the same on the bulletin board. 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.

Section 2. Sheriff's Office seniority shall be from the last date of hire except as provided otherwise in this Article.

**ARTICLE 16
TRANSFERS**

Section 1. If an 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. Notice of Assignment Change. Except for normally bid shifts or assignments, the Sheriff or designee shall provide fourteen (14) days advanced written notice to any Employee reassigned during the duration of this Agreement. This provision shall not apply to emergencies. The affected Employee may waive the required notice of assignment change.

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 available for reference by all employees.

ARTICLE 18
PHYSICAL EXAMINATION

Section 1. All applicants for initial employment shall submit to an initial physical examination to determine their physical ability to perform their rated job. The physical examination shall be conducted by a local physician appointed by the County. The costs of one annual examination shall be borne by the County.

Section 2. The Co-Employers, Gratiot County Board of Commissioners and the Sheriff of Gratiot County, and the members of the bargaining unit hereby agree to a drug testing policy as adopted in the negotiations for the current Agreement between the parties.

Section 3. 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 in performing his/her duties. 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 BOND

Section 1. Whenever a bond is required of an Employee for the carrying out of his/her specified duties as stated in the Employee's job description, the County in the normal course of the County's business shall pay the premium.

**ARTICLE 20
SECONDARY EMPLOYMENT**

Section 1. No Employee covered by this Agreement shall work for another security unit or another law enforcement agency without written consent of the Sheriff.

**ARTICLE 21
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:

Layoffs shall be by classification (current classifications are: full time Road Deputies, part-time Road Deputies, full-time Corrections employees, part time corrections employees, part-time bailiffs). When the number of employees in the work force is reduced, 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. Part-time Road Deputies shall be laid off prior to the layoff of a full-time Road Deputy. Part-Time Corrections employees shall be laid-off prior to the layoff of full-time Corrections employees. Non-probationary full time Road Deputies whom are laid off and whom do not have the requisite classification seniority to bump a full time Road Deputy may bump the least senior full time Corrections employee if the Road Deputies departmental seniority is greater than the departmental seniority of the last Corrections employee hired in that classification, part time Corrections employees or part-time bailiffs. However, a full time Road Deputy whom bumps a Corrections employee must, within one year, successfully complete all education and certification requirements then required for Corrections employees. A failure to complete such requirements within one year shall result in the immediate layoff of the former Road Deputy, without bumping rights. If the Sheriff, in his statutory discretion permits, a Corrections employee who is subject to layoff and who is currently MCOLES certified may be permitted to bump a full time Road Deputy if the Corrections employee’s departmental seniority is greater than the departmental seniority of the last Road Deputy hired in that classification, a part time Road Deputies or a part-time bailiff. The compensation and benefits shall be at the lower classified position based upon years of service. There shall be no bumping between classifications other than provided for in this Section.

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 a layoff, the County may, prior to the enactment of the layoff provisions, 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. An Employee, whose employment is terminated by reason of resignation, retirement or dismissal by the Employer, may be replaced by a part-time Employee for a period not to exceed ninety (90) days. After ninety (90) days the part-time Employee will be hired full time or a full time replacement will be hired provided the funding is available and the Sheriff is authorized by the County to hire a replacement.

Section 7. 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 22 JOB POSTINGS AND PROMOTIONAL PROCEDURE

Section 1. All open jobs or newly created positions within the bargaining unit shall be posted within seven (7) days of the date of their occurrence for a period of fourteen (14) days, setting forth the minimum requirements for the position in a conspicuous place within the Sheriff's Office. However, if the open job or newly created position within the bargaining unit is for a road patrol position, the Employer will not be required to post if there are no MCOLES certifiable employees working in a non-road patrol classification at the Sheriff's Office. Employees interested shall apply within the fourteen (14) day period. The Bargaining Unit President will receive a copy of all postings from the Sheriff, of all written applications, showing acceptance or denial in writing, at the same time the procedures are carried out above. The Sheriff may temporarily fill any vacancy pending completion of the promotion procedure, for a period of up to sixty (60) days. Provided that in promotions to position above that of Certified Deputy there shall be a requirement of a minimum of three (3) years experience within the Sheriff's Office in the classification of Certified Deputy.

Section 2. It is agreed that the Sheriff may, in his or her discretion, open the position of Detective and Sergeant. Posting shall be for the same fourteen (14) day period set forth above, setting forth the minimum requirements for the position and providing for a written promotion procedure. Notices will be placed in a conspicuous position within the Sheriff's Office. Employees who qualify shall apply during the fourteen (14) day period and may participate in a written promotion procedure, which the Sheriff shall establish along the guidelines of scoring on written examination, seniority and personnel evaluation.

Section 3. The Employee applying for the job and accepted for the position, may, within the Sheriff's Office, be granted up to a six (6) month trial period to determine his/her ability to perform the work. In the event that the first candidate is unable to perform the work, the next candidate shall be elevated to the position, etc. The promotional list shall be posted and remain in effect for two (2) years.

Section 4. In promotions to positions above that of Certified Deputy, it is required that any

applicant shall have had a minimum of three (3) years seniority from the last date of hire within the classification of Certified Deputy within the Gratiot County Sheriff's Office.

Section 5. If the position of Corrections Sergeant or other rank of commanding officer is open the minimum qualification shall be three (3) years seniority as a Corrections Officer or a Corrections Officer and/or three (3) years seniority as a Certified Deputy. It is agreed that should any of the above positions be opened, written examination for same will be required.

Section 6. Employees will be offered work normally performed within their respective classification before work is offered to Employees outside of the classification.

Section 7. Temporary Assignment. A temporary assignment may be made by the Employer based upon the Sheriff's needs and the employee's ability to perform the required work. If such temporary assignment exceeds thirty (30) days and the position to which the employee is assigned is a higher rate of pay, the employee shall receive the higher rate for the remainder of the assignment. Should an employee be temporarily transferred to the detective classification for thirty (30) or more days, the employee shall receive a pro-rata clothing allowance.

Section 8. Special Assignments. A special assignment, for purposes of this provision, is limited to the following assignments: TEAM Officer, Range Instructor, Taser Instructor, FTC, Preliminary Breath Test Calibrator, MAGNET, K-9 Officer, 416 Unit, and Ithaca Unit. If a new special assignment position is established by the Sheriff, the parties will negotiate regarding whether that position will be included in this paragraph. An employee who is assigned to a special assignment must continue such assignment, unless removed by the Sheriff, for a period of not less than two (2) years. Upon expiration of the two (2) year period, that special assignment shall continue until such time that:

- A. The employee makes a written request to the Sheriff, a copy of which is provided to the Union, requesting to be removed from the assignment;
- B. The Sheriff shall first, and within ten (10) days of receiving such request, post an opening in the special assignment and seek qualified volunteers for such assignment. If an employee volunteers, and is deemed qualified (in the sole discretion of the Sheriff), the qualified volunteer shall undertake any required training or certification necessary to the special assignment;
- C. If no employee volunteers, the Sheriff may, in his/her discretion, assign an employee (other than the employee who made the request to be removed) to the special assignment. The assigned employee shall undertake and complete within one (1) year any required training or certification necessary to the special assignment.
- D. When, and only when, a replacement employee is assigned by the Sheriff, and fully qualified/trained/certified for the special assignment, the employee requesting to be removed from the assignment shall be relieved from the special assignment.

It is understood that the Sheriff may, at his/her discretion, remove an employee from a special assignment at any time. If the Sheriff takes such action, he/she will state the reason for such action. The Union acknowledges that the decision of the Sheriff is final and not subject to the grievance

or arbitration provisions unless the employee's removal from the special assignment is disciplinary.

Section 9. Canine Handler. The Sheriff retains the discretion to implement the canine program. An employee's assignment to the canine unit shall be for the working life of the dog. The County shall compensate employees assigned to the canine unit for the employee's personal care of the dog consistent with the requirements of the Fair Labor Standards Act (FLSA). The Employer shall pay the entire cost of food; veterinarian care; transportation of the dog from the handler's residence to and from: the Sheriff's Office, calls for service, and/or training; and boarding while away from the employee's residence, when necessary. Upon the retirement of a dog or elimination of the program, its handler shall have the option to purchase the dog from the Employer for one dollar (\$1.00).

ARTICLE 23 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 reasons 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. Administrative 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 thirty-two (32) hours in even years, and not to exceed eighty (80) hours on odd years, 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 twenty-four (24) hours 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. Sixteen (16) additional hours 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 shift 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. Personal Leave. Each Employee shall have thirty-six (36) hours of personal leave each year of the Agreement. The thirty-six (36) hours of personal leave shall be given on October 1 of each year. Said personal leave shall not be used to extend a holiday and shall be given on twenty-four (24) hours notice, provided such leave does not hinder the operation of the Sheriff's Office in times of emergency or other crises. The Sheriff will allow personal leave to be used to extend a vacation, if such leave is applied for and approved at least fourteen (14) days before the vacation. Provided, further, that only one (1) bargaining unit Employee per classification shall be entitled to take a personal leave on any one day. Any additional personal leave may be granted only with the Sheriff's approval. Part-time personnel may be used to fill a shift vacancy caused by use of personal time. For new hires, personal leave time shall be provided on a pro-rated basis. If an Employee is hired before the 15th day of the month, the Employee will receive three (3) hours for that month. For Employees hired after the 15th day of the month, accumulation will begin the following month. Personal leave time must be used on or before September 30th or the time will be lost. Balance of hours will be paid out at time of separation if prior to September 30th.

Section 8. Educational Leave. An Employee may be granted up to one (1) year leave without pay, for educational purposes to further the Employee's career in law enforcement. This will be granted solely at the discretion of the Sheriff.

Section 9. 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.

Section 10. If the funeral leave allowed pursuant to Section 6 requires a change in shift for the Employee called upon to cover for the Employee on funeral leave, the Employee whose shift is changed shall not receive overtime pay for said shift unless withholding of overtime pay would

violate the applicable wage and hour laws. It is understood that this provision takes precedence over Article 25. HOURS OF WORK AND PREMIUM PAY, Section 7, which might otherwise grant overtime pay in such a situation.

ARTICLE 24 SICK LEAVE

Section 1. Accrual. All members covered by this Agreement shall accumulate twelve (12) hours per month sick leave not to exceed one hundred forty-four (144) hours per year with pay, with a total accumulation of five hundred and seventy-six (576) 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 five hundred and seventy-six (576) hours of unused sick leave. Thereafter, an Employee shall accumulate at the same rate ninety-six (96) one hundred forty-four (144) hours per year but accumulated unused sick leave above five hundred and seventy-six (576) hours shall be paid by payment of one hundred percent (100%) of said accumulated sick leave above five hundred and seventy-six (576) 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 five hundred and seventy-six (576) hours as of November 30th of that year. Such payment shall be paid in lieu of paid time off for sick leave. In the event of severance of the Employee due to either retirement or death, the County will pay to the Employee or his/her estate, a sum of money equal to the total of accumulated sick leave up to five hundred and seventy-six (576) hours. In the event of severance other than retirement or death but under honorable conditions, the County shall pay the Employee a sum of money equal to one-half of accumulated, unused, sick leave whether before or after accumulations of five hundred and seventy-six (576) hours.

Section 3. Notice. In order for an Employee to be entitled to use sick leave, he/she must notify the desk officer at least two (2) hours prior to the start of his/her shift. An Employee absent for twenty-four (24) hours or more may be required to present a doctor's report on the cause and justification of his/her absence. Employees proven to be abusing sick leave may be subject to progressive disciplinary action. Fraud or misrepresentation on such written form shall be grounds for disciplinary action.

Section 4. All Employees injured on the job may apply prorated sick pay 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.

Section 5. 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) years 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 6. 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).

ARTICLE 25 HOURS OF WORK AND PREMIUM PAY

Section 1. Hours. The Sheriff has the right to assign the hours of work, schedules and/or teams, including but not limited to either an eight (8), ten (10), or twelve (12) hour shift. For purposes of overtime pay this definition shall not apply where:

- A. The employee's regular shift is changed at the Employee's request;
- B. Except with respect to shift schedule change, the employee's regular shift may have a variable starting time, provided however at least eight (8) hours off duty time is scheduled between the end of one shift and the start of another. No employee shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period except with the employee's approval or in the event of a Sheriff's Office emergency.

Section 2. Shifts. An employee's normal work day shall typically consist of twelve (12) hours. The work day shall be defined as twelve (12) hours in a twenty-four (24) hour period commencing from the beginning of an Employee's regularly scheduled shift. Twelve (12) hour shifts shall remain in effect until bargained away by the parties hereto unless, event of an emergency or lack of personnel, it becomes necessary for the Sheriff to temporarily depart from a twelve (12) hour schedule. The Employer shall schedule a meeting with the Union prior to the implementation of any temporary schedule 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 times the Employee's regular rate of pay, with a two (2) hour guarantee. Call back time shall be deemed to include Court time whenever the Employee must appear in Court and deposition time whenever the Employee is required to appear for testimony at the taking of depositions, as well as any hearings on "implied consent" during his/her off duty hours.

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 Procedure. The Sheriff's Office shall maintain an overtime seniority list. Overtime shall be distributed on the basis of highest seniority with lowest overtime worked. Only overtime worked shall be charged. Forced overtime, if for eight hours or more, shall be charged to the Employees Equalization of Overtime list. It is understood that if an employee has regular days off (including pass days) immediately adjacent to vacation, personal leave or compensatory time off, they may be called and offered overtime during their regular days off, but the overtime will not be forced.

- A. It is agreed upon that Road and Corrections Sergeants will be included in the Call in Equalized Overtime List. They will be treated the same as Road and Correction Deputies for the purpose of call-in equalized overtime.
- B. If all attempts to cover the call-in overtime have been exhausted a Lieutenant or Det/Sgt may be offered, however, they cannot be forced.
- C. For purposes of filling posted or sign-up overtime, should no employee elect to take the overtime, a Command Staff member may sign up or volunteer. Sign-up or posted overtime amongst Command Staff shall be equalized based on Seniority and overtime taken. The Command Staff shall be responsible for maintaining their Equalized overtime hours.
- D. It is agreed upon that two (2) or more employees in the same job classification can't work at the same time if they are on light duty. (light duty would be post-surgery, pregnancy, workers' compensation or other ailments that may need light duty on a temporary basis). There must also be a position within the employee's job classification that can accommodate light duty and not affect the day-to-day operations of the Sheriff's Office.
- E. Only one employee on light duty can be scheduled to work a shift or overlapping shift at a time.

If someone requests to go on light duty status, they must have a medical slip from a medical professional detailing the need to be on light duty. Once light duty is assigned, the Sheriff has the right to place the employee where they are needed, irrespective of shift bid.

Seniority will have choice of their shift preference in current shift bid cycle if one (1) or more people are on light duty. Section 9 will still apply.

Section 6. Compensatory Time. Employees who work overtime may be credited Compensatory Time-Off, at a rate of time and one-half, for each hour of overtime worked, in lieu of cash overtime pay. The scheduling of compensatory time off work must be approved in advance by an employee's immediate supervisor or the Sheriff, Undersheriff, or Jail Administrator. 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. If an employee has less than eighty-four (84) hours of accrued compensatory time, the scheduling of compensatory time off shall be

limited to time requested by, or consented to by the employee or unless the employee would otherwise be subject to a short-term layoff or leave of absence. Said Compensatory Time shall be earned and taken off under the following procedures:

- A. Employees hired on or after October 1, 2017, may be credited with compensatory time off or be paid a cash overtime payment during Employees' first year of employment, if Employee so elects and is eligible. If an Employee is eligible and elects to be credited with Compensatory Time Off in lieu of cash overtime payment, the Employee is eligible, he/she must fill out an Officer's Daily Time Report and turn in said report at the end of his/her shift. If the Employee fails to make such an election, the Employee will then be paid in cash for the overtime worked.
- B. Use of accumulated Compensatory Time-Off shall be scheduled in accordance with the provisions of Article 26, Section 2(B); with the exception that requests for the utilization of accumulated Compensatory Time, requested less than fourteen (14) days in advance of the date or dates requested for time off, shall be granted at the sole discretion of the Sheriff or his/her designee.
- C. The use of compensatory time off in increments of not less than two (2) hours shall be allowed so long as it does not create overtime, or replacement of the Employee on his or her shift. Notification by the Employee of his or her intent to utilize this compensatory time must be given at least two (2) hours before the start of that Employee's shift.
- D. Requests for competing a date or dates shall be granted on a first-submitted, first-granted basis.

Section 7. Notice of Schedule Change. In the event of a change of work schedule which requires the Employee to report to work more than two (2) hours before or two (2) hours after their regularly scheduled starting time, the Employee affected shall receive ten (10) days written notice of such change before it is put into effect, unless a waiver of notice is mutually agreed upon.

Section 8. Shift Premium. All shifts starting between 1:00 p.m. and 6:00 a.m. are deemed premium shifts and Employees working on such shifts shall be paid a premium of two percent (2%) of base pay per hour for all hours worked in those shifts.

Section 9. Shift Preference. The Sheriff shall cause to be posted on the bulletin board on or before April 16, August 16th and December 16th of each year a notice directing the employees to select the shift on which they would prefer to work until the next posting period. The employees shall have through the 23rd day of April, August and December in which to set forth their individual shift preference. The Sheriff shall cause the shift schedule to be prepared by which shift preference will be honored in accordance with seniority as shown on the up-to-date seniority list. Thereafter no changes shall be made except by mutual agreement between the parties involved in the change, provided however that in the event of unusual demands upon the Sheriff's office, such as unusual storms or floods, fires or other acts of nature, medical leaves or unusual crowds caused by visiting dignitaries or entertainment or dislocations caused by strikes, lockouts, or any other unusual

disturbances requiring more than the usual amount of work, the Sheriff shall have the right to make such changes as he/she deems necessary under the circumstances, provided always that the provisions for overtime pay set forth in this agreement shall not be nullified by such occasions.

It is agreed upon that probationary employees may be placed on any shift for the purpose of Training. Training is a multi-step process and may differ depending on the employee's needs. In order to accomplish training, it may be necessary to move probationary employees to various shifts with different FTOs. Once training is completed, the employee will be permitted to bid for his/her shift during the next shift bid. Employees shall not be displaced from shift bids to accommodate training without the consent of the employee or an emergency need of the Sheriff.

Section 10. Field/Corrections Training Officer (FTO/CTO) Compensation. Employees who are assigned by the Employer to perform the duties of Field or Corrections Training Officer shall be paid a premium in the amount of One Dollar (\$1.00) per hour in addition to their regular wage for each hour assigned as an FTO/CTO.

Section 11. Instructor Certification Premium. Employees who are assigned by the Employer to train Department employees shall be paid a premium in the amount of Five Dollar (\$5.00) per hour in addition to their regular wage for each hour spent training.

ARTICLE 26 VACATIONS

Section 1. Eligibility. employees will earn credits toward vacation with pay in accordance with the following schedule:

<u>Service Time</u>	<u>Hours Per Year</u>
0-1 year	0
1 Complete Year	96
2 Complete Years	104
3 Complete Years	112
4 Complete Years or More	120 hours, plus accumulate an additional eight (8) hours for each completed year of service after three complete years of service up to a maximum of one hundred ninety-two (192) hours.

Section 2. Vacation Period.

- A. The Sheriff will post a notice on the bulletin board asking for Employees to indicate their individual preferences as to when they will take their vacations. These notices will remain on the bulletin board between April 30 and May 7, inclusive, and August 30 and September 7, inclusive and finally from December 30 through January 7, inclusive. The notice shall be in such form as to permit Employees to place their names and the dates

between which they want to take vacations (*e.g.*, May through May 15). The vacations for the respective periods shall be granted to the Employee with the highest seniority as determined by the most recent seniority list. A "vacation period" for bidding purposes shall be for one or more work shifts of requested vacation that are consecutive contiguous scheduled work shifts of the bidding employee. Each Employee shall be allowed to request for a first and second vacation period choice. The Sheriff shall award vacation periods or alternate periods as closely as possible to the wishes of the Employees so long as the period sought does not interfere with the operations of the Sheriff's Office. The Sheriff shall post the vacation list as so determined on the same bulletin board within five (5) days after expiration of the posting period. The list so posted shall commence on May 1 and November 1 of each calendar year

- B. Vacations will be taken for a period of at least one shift and no less, unless approved in advance by the Sheriff or his/her designee. Vacations, if sought after the posting period set forth in A above, must be sought in writing addressed to the Sheriff or his/her designee not less than two (2) weeks before the first day of the vacation desired. Such requests may be granted provided it does not drastically interfere with the operation. Vacation may be carried over from one year to the next up to forty-eight (48) hours. Carried-over hours shall be in addition to the Employee's applicable yearly allotment.
- C. A vacation may not be waived by an Employee and extra pay received for work during that period.
- D. If an Employee becomes ill and is under the care of a duly licensed 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.
- E. Employees shall have access to the four (4) month work schedule prior to the April and October notice dates in order to plan their vacation in advance.

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

ARTICLE 27

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 Employee in the bargaining unit in the amount equal to the Employee's yearly base wage. The policy shall contain a double indemnity clause. Employees who retire on or after the effective date of this Agreement and were hired into the unit prior to November 1, 2008, will be insured for a \$50,000 group term life insurance policy. Effective November 1, 2008, all new hires to the unit will not be eligible for any retirement life insurance benefit from the County.

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, semi-private service for regular full-time Employees and their authorized dependents as defined by the insurance carrier, as provided for in Appendix B. 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.

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 after the 2013/2014 medical plan year.

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. Effective April 15, 1992, a bargaining unit Employee who is entitled to County health care benefits under any Employee insurance plan or Employer self-insured plan shall have the option of receiving compensation in lieu of the Employer's health care benefits, provided said Employee signs a waiver with respect to increased tax liability as a result of said compensation.
- B. 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

- C. The parties understand that such compensation is subject to applicable withholding statutes. 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.
- D. A bargaining unit Employee who chooses the compensation in lieu of health 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 the IRS regulations.
- E. 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 of this option.

Section 4. The Employer shall pay the premium except as otherwise provided in this Article for all full-time Employees and their authorized dependents as defined by the insurance carrier for a dental plan. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality. The current plan in effect is summarized in the benefits at a glance summary in "Appendix B."

Section 5. Long-Term Disability. Each full-time Employee 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 28 RETIREMENT

Section 1. Retirement Benefit. Except as set forth below, the County will fund participation in MERS B-3, F50/25, V-10, FAC 5 E-2 Retirement Plan for full-time Employees in the unit hired prior to October 1, 2000.

Effective October 1, 2000, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by the MERS which provides for the following Employee and Employer contributions:

Employer Contribution	Employee Contribution	Total
5%	0%	5%
10% (match 1 to 1)	5%	15%

Effective October 1, 2008, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by the MERS Retirement Corporation which provides for the following Employee and Employer contributions:

Employer Contribution	Employee Contribution	Total
3%	0%	3%
6% (match 1 to 3)	9%	15%

Effective October 1, 2011, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by MERS which provides for the following Employee and Employer contributions:

Employer Contribution	Employee Contribution	Total
3%	0%	3%
5%	4%	9%

The Employee must select one (1) of the above contribution plans initially upon being hired and shall not be eligible to change the selected contribution rates. The Employee and the Employer contributions are based on a percentage of the Employee's compensation as defined by the MERS Plan Document. Under the Gratiot County Defined Contribution Plan, the Employee will be provided with maximum portability of both Employee and Employer contributions including earnings on the Employer and Employee contributions by allowing the Employee, upon termination of employment, to withdraw the entire amount of the Employee contribution including earnings. The Employee will also be able to withdraw a percentage of the Employer contributions on a sliding scale based on the years of service as scheduled below:

<u>Service Time</u>	<u>Retained by Employee</u>
0-2 Years	0%
2 Complete Years	25%
3 Complete Years	50%
4 Complete Years	75%
5 Complete Years or more	100%

Employees can select from the investment options provided by MERS to utilize for their portion of the retirement contributions and after 100% vesting the Employee shall select the option for both the Employer's and the Employee's funds. The County shall be responsible for coordinating the Gratiot County Defined Contribution Plan with the MERS and shall hold the Union harmless

for employee liability related to the new program.

Section 2. Hospital/Medical Benefits for Retirees. Except as set forth below, bargaining unit members who retire on or after the effective date of this agreement with 10 years or more of service and were hired into the unit prior to November 1, 2008, will receive an annual credit towards their County group health insurance premium in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Retiree Health Insurance Credit</u>
10 Complete Years of Service	\$2,000
11 Complete Years of Service	\$2,200
12 Complete Years of Service	\$2,400
13 Complete Years of Service	\$2,600
14 Complete Years of Service	\$2,800
15 Complete Years of Service	\$3,000
16 Complete Years of Service	\$3,200
17 Complete Years of Service	\$3,400
18 Complete Years of Service	\$3,600
19 Complete Years of Service	\$3,800
20 Complete Years of Service	\$4,000
21 Complete Years of Service	\$4,200
22 Complete Years of Service	\$4,400
23 Complete Years of Service	\$4,600
24 Complete Years of Service	\$4,800
25 Complete Years of Service	\$5,000

Upon retirement, all retirees hired into the unit prior to November 1, 2008, shall make a one-time irrevocable decision to either participate in the County's health insurance plan or to not participate in the County's health insurance plan utilizing the form below. If the retiree elects to participate in the County health insurance plan after retirement, the credit shall be applied towards the cost of the County's health insurance plan and the retiree shall pay the difference. If the retiree decides not to participate in the County health insurance plan, the retiree shall receive a lump sum payment equal to the credit earned each year. Said payment shall be in a separate check by April 15th of each year. Once the retiree reaches the age requirement for Medicare, the County health plan shall no longer be available and the retiree shall receive the credit earned in a lump sum payment.

Effective October 1, 2008 all new hires to the unit will not be eligible for any retirement health insurance benefit from the County.

Section 2.5. Retirement Health Savings Program. For the term of this Agreement, the County will establish a health care savings program ("HCSP" or "Program") through MERS to provide for the funding of health benefits for retirees and beneficiaries. There will be two (2) employee groups eligible for this program, each of which will have differing contribution benefits and requirements. Specifically,

- a. Existing full-time employees eligible for retiree healthcare under the County retiree healthcare plan and who elect to irrevocably opt out of the County Plan and the right to County medical coverage ("Existing Opt-Outs"); and

- b. New hires whom are not eligible for retiree healthcare or coverage under the County Plan (“New Hires”).

Existing Opt Outs.

Employer contribution:

Initial Lump Sum Contribution: See, Appendix C

Yearly Contribution: Employer will contribute (See Appendix C) dollars per year up to a maximum contribution of:

0-5 years seniority (as of date of opt out decision) - \$13,860

6-10 years seniority (as of date of opt out decision) - \$17,790

11-15 years seniority (as of date of opt out decision) - \$22,550

Vesting for employer contributions does not occur until 10 years.

Employee contributions:

Mandatory Salary Reduction Contributions: 1% maximum permitted by MERS

Mandatory Leave Conversions: Compensatory time over 120 hours.

Ability to make voluntary post-tax contributions.

New Hires.

Employer Contribution: Employer will contribute \$300 dollars per employee per year of service up to a maximum of 25 years of service. Vesting does not occur until 10 years.

Employee Contributions:

Mandatory Salary Reduction Contributions: 1% to 5%

Mandatory Leave Conversions: Compensatory time over 120 hours.

Ability to make voluntary post-tax contributions.

Section 3. Payouts Upon Separation. Payment of all banked time off upon separation of service: 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>Retirement or Death</i>	Employee shall be paid for one hundred percent (100%) up to Five Hundred Seventy-Six (576) at their current hourly rate of pay and one half (50%) of all accumulated hours above Five Hundred Seventy-Six (576).
Sick Time – <i>Separation of employment for any reason other than retirement or death.</i>	Employee shall be paid one half (50%) of all accumulated 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.
Personal Leave – <i>Separation of employment for any reason.</i>	Employee will be paid for all hours earned by not used during the year at their current hourly rate of pay. The maximum amount of time that can be earned is thirty-six (36) hours. Personal leave will be prorated from October 1 st to the employees last day of work.
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 eighty-four (84) hours.
Health Insurance Opt Out – <i>Separation of employment for any reason.</i>	Final payment shall be prorated from the beginning of the buyout period (April 15th to April 15th) until the employee's last day of work. Payment shall be made in the first pay period in May.

Notwithstanding the provisions of this article, no payments shall be made for accumulated sick time, vacation time, or personal leave to employees that are terminated upon conviction of a felony or high court misdemeanor.

ARTICLE 29 UNIFORMS

Section 1. The County shall furnish and maintain the following for all inside personnel:

- 3 short sleeve shirts
- 1 long sleeve shirt
- 3 pairs of pants
- 1 pair of boots or oxfords
- 1 shirt badge
- 1 I.D. case with I.D. Cards
- 1 pant belt
- 1 pair of handcuffs and handcuff case
- OC spray (if qualified)

Section 2. The County shall furnish and maintain the following for all road patrol personnel.

- 1 cap, saucer type
- 1 hat, winter type
- 1 combination all-purpose coat
- 1 International orange overcoat

3 winter shirts
3 summer shirts
1 tie
1 gun belt
1 pants belt
1 pair handcuffs and handcuff case 1 double belt pouch
1 leather holster
1 service pistol
3 pairs trousers
1 pair of boots or oxfords
3 badges; hat, shirt and coat
1 I.D. case
1 bullet-resistant vest
OC spray
2 pairs of handcuffs
2 handcuff pouches
Flashlight
Weapon mounted light

Section 3. The County shall furnish the following for all detectives and Employees assigned to MAGNET: 1 badge and/or identification certificate \$500.00 clothing and footwear allowance to be disbursed in \$125.00 increments at the end of each completed quarter as long the Employee remains in said position.

Section 4. Uniforms worn by certified deputies shall be such as are prescribed by the Michigan Sheriffs Association.

Section 5. Employer will furnish one portable radio, ammunition, riot helmet, and one gas mask to each road patrol officer. One shotgun/rifle will be issued for each patrol car. Correctional staff will be allowed to keep old boots when new boots are purchased.

ARTICLE 30 MISCELLANEOUS

Section 1. Bulletin Boards. The County shall furnish a bulletin board in the Sheriff's Office which may be used for notices approved by the County and the bargaining unit.

Section 2. 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 3. On all trips to transport prisoners out of state, two (2) officers will go and expense money will be paid in advance. The Employee shall provide a full accounting of any money advanced within seven (7) days after returning from the trip.

Section 4. Inmate Transportation. Whenever it is necessary to transport mentally ill persons or

potentially dangerous persons to or from any state hospital or correctional institution or other jail facility, two Gratiot County deputies shall be assigned to the task. In other cases, one shall be sufficient.

Section 5. Vehicle Safety. If a vehicle should be regarded as defective, an Employee should immediately inform his/her supervisor. If the supervisor determines the car to be defective, he/she shall cause the vehicle to be removed from service until cleared by a certified mechanic designated by the Employer as fit for road service.

Section 6. Legal Defense. The Employer will provide to the Employee such legal defense as would 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; 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 done acts pursuant to authority conferred by law or within the scope of employment.

Section 7. The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an Employee as the result of any civil action for personal injuries or property damage and while acting within the scope of his/her authority. The Employer shall indemnify the officer, pay, settle or compromise the judgment; provided that exempt from application of this provision is any conduct or action of any Employee who is under the influence of intoxicants or drugs. The Employer shall make the selection of the attorney or attorneys to represent the Employee in any particular matter after consultation with the Employee. Provided, however, that any attorney which is employed by any insurer who insures the County against such actions shall be deemed to be satisfactory to both parties.

Section 8. It is agreed that while the Sheriff's Office is working eight (8) hour shifts, up to three (3) employees may be off on vacation at one (1) time if there are qualified part-time employees available to fill in. In the Jail, minimum staffing requires at least **three (3)** employees with one hundred sixty (160) hours of certification, one (1) of whom must be full-time.

Section 9. 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 10. Body Worn Cameras. Employees covered hereunder who are required by the Employer to wear or utilize a body-worn camera or similar audio/video recording device, shall be permitted to review, with or without union representation present, all video footage or audio recordings captured by the employee and/or any other present employee's body worn camera prior to:

- a. Making a verbal or written statement about an incident for which an employee is required to participate in an internal investigation.
- b. Being interviewed, either by the Employer or outside investigating agency, about an incident for which an employee may be subject to discipline.

The Employer shall provide the Union copies of all requested video footage relevant to protentional discipline within seven (7) business days of a written request submitted to the Sheriff.

**ARTICLE 31
COMPENSATION**

Section 1. Effective October 1, 2023, the wages of bargaining unit members of the Gratiot County Sheriff's Office shall be increased by nine percent (9%) for the Certified Deputy classification and six percent (6%) for the Corrections Deputy classification.

Effective October 1, 2024, the wages for the Certified Deputy classification shall increase by an additional five percent (5%) for the Certified Deputy classification and an additional six percent (6%) for the Corrections Deputy classification.

Effective October 1, 2025, the wages for all classifications shall be increased an additional three percent (3%).

Section 2. Parity Clause. During the last year of this Agreement, should the Employer provide any other bargaining unit within the Sheriff's Office a cost-of-living adjustment or wage increase greater than that which is provided for in this Agreement, the Employer shall adjust the wages paid to employees covered hereunder in an amount equal to the percentage increase granted to employees in the other Sheriff's Office bargaining unit(s). Such adjustments shall be effective at the time the wage adjustment is granted to employees in the other bargaining unit(s).

**ARTICLE 32
HOLIDAYS**

Section 1. Holidays. All full-time employees in job classifications covered by this Agreement regularly scheduled to work holidays shall receive twelve (12) hours at their straight-time regular rate of pay, exclusive of all premiums, for each of the following Employer recognized holidays (and any additional day(s) recognized by the Employer during the term of the Agreement):

Recognized Holidays
New Year's Day
Martin Luther King Jr. Day
Good Friday (1/2 day)
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. Payment. Payment for holidays shall be made to employees prior to September 15th of each year. If an Employee terminates employment mid-year, pay will be pro-rated on a completed payroll basis.

**ARTICLE 33
EDUCATION INCENTIVE**

Section 1. Effective the year beginning January 1, 1996, the Employer will pay eligible Employees an annual education incentive bonus as follows:

Degree	Amount
Associates (2-Year) Degree	One Hundred Dollars (\$100.00)
Bachelor's (4-Year) Degree	Two Hundred Dollars (\$200.00)
Masters Degree	Four Hundred Dollars (\$400.00)

Section 2. Effective October 7, 2008, all new hires to the unit will not be eligible for any education incentive benefit from the County.

**ARTICLE 34
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 35
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 36
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 effected 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 37
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 38
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 6 day of February, 2024 by the undersigned on behalf of their authorized representatives.

**FOR THE COUNTY OF
GRATIOT:**

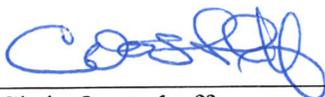
**FOR THE CAPITOL CITY
LABOR PROGRAM:**



Dave Owens,
Chair, Board of Commissioners



Chad Rousseau,
Bargaining Unit President



Chris Oosterhoff,
County Administrator

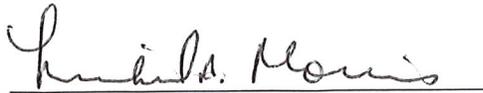


Garrett Horn,
Bargaining Unit Vice President



Brad Richman,
Executive Director

**FOR THE GRATIOT COUNTY
SHERIFF:**



Mike Morris,
Sheriff

Approved as to Form:



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



Jeff Donahue, *Esq.*,
CCLP General Counsel

Certified Deputy Wages

Effective Date	10/1/2023	10/1/2024	10/1/2025
	9%	5%	3%
Start	\$24.13	\$25.34	\$26.10
Step 2	\$25.34	\$26.61	\$27.41
Step 3	\$26.61	\$27.94	\$28.78
Step 4	\$27.94	\$29.34	\$30.22
Step 5	\$29.33	\$30.80	\$31.72

Corrections Deputy Wages

Effective Date	10/1/2023	10/1/2024	10/1/2025
	6%	6%	3%
Start	\$21.50	\$22.79	\$23.47
Step 2	\$22.58	\$23.93	\$24.66
Step 3	\$23.70	\$25.12	\$25.88
Step 4	\$24.89	\$26.38	\$27.17
Step 5	\$26.13	\$27.70	\$28.53