

**2008 - 2009 - 2010 - 2011**

**EMPLOYEE'S CONTRACT**

**between**

**DICKINSON COUNTY**

**and**

**DICKINSON COUNTY CORRECTIONAL OFFICERS ASSOCIATION  
WPPA**

# INDEX

Article 1	Recognition .....	1
Article 2	Association Management Relations .....	1
Article 3	Management Rights .....	2
Article 4	Defining Probationary and Regular Employees .....	2
Article 5	Hiring .....	4
Article 6	Layoff and Recall .....	4
Article 7	Association Security .....	5
Article 8	Dues and Representation Fee Check-Off .....	5
Article 9	Remittance of Dues .....	7
Article 10	Discipline .....	7
Article 11	Safety and Training .....	7
Article 12	Residency .....	7
Article 13	Leave of Absence .....	7
Article 14	Qualifications with Firearms .....	8
Article 15	Temporary Assignment .....	8
Article 16	Overtime Call-Ins .....	9
Article 17	Working Hours .....	9
Article 18	Retirement .....	10
Article 19	Use of Private Automobiles .....	10
Article 20	Use of County Equipment .....	10
Article 21	Breaks .....	10
Article 22	Uniforms .....	10
Article 23	Professional Liability Insurance .....	11
Article 24	Wage Scale, Shift Premium and Longevity .....	11
Article 25	Fringe Benefits .....	11
Article 26	Grievance Procedure .....	17
Article 27	Miscellaneous .....	19
Article 28	Terms of Agreement .....	20
Appendix 1	Wage Scale, Shift Premium and Longevity .....	22-23

## ARTICLE 1 RECOGNITION

**Section 1:** Pursuant to and in accordance with the applicable provision of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Dickinson County Correctional Officers Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement and for all employees of the Employer included in the unit described below:

All full-time Corrections Officers and full time Animal Control Officer(s) of the Dickinson County Sheriff's Department, but excluding any person who has been given the power to hire, fire, or discipline.

**Section 2:** The Employer has the right to hire, suspend, or discharge for proper cause, the right to transfer, the right to relieve employees because of lack of work and the right to assign the positions within the confines of this Agreement.

**Section 3:** The Employer agrees that it will not interfere with the rights of its employees to become members of the Association and that neither the Employer nor any of its agents will exercise discrimination, interference, restraint or coercion because of a person's membership in the Association or the lack thereof.

## ARTICLE 2 ASSOCIATION MANAGEMENT RELATIONS

**Section 1:** All collective bargaining with respect to wages, hours and working conditions of employment, shall be conducted by authorized representatives of the Association. The authorized representatives of the Association and authorized representatives of the Employer will bargain collectively.

**Section 2:** Employees covered by this Agreement will be represented in negotiations by a maximum of four (4) negotiating committee members.

**Section 3:** Agreements reached between the parties to this Agreement shall become effective only when signed by the authorized representatives.

**Section 4:** The Association, its officers, agents and members agree that during the duration of this Agreement there shall be no strikes, sit-downs, or any acts of any kind or form, whatsoever peaceable, that would interfere with the operation of this County. If any of these things take place, they shall be sufficient grounds for discharge.

**ARTICLE 3 MANAGEMENT RIGHTS**

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employers except such as are specifically relinquished herein are reserved to and remain vested in the County, including, but without limiting the generality of the foregoing, the right:

- a. To determine the size of the work force and increase or decrease its size.
- b. To hire new employees, to assign and lay off employees, to change the length of time of any work week or work day.
- c. To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations.
- d. To establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed.
- e. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work.
- f. To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.
- g. To schedule the workdays and the hours of work.

The County reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogative shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers and authority the County had prior to the signing of this Agreement are retained by the County and remain within the rights of the County, whether or not such rights have been exercised in the past.

**ARTICLE 4 DEFINING PROBATIONARY EMPLOYEES AND REGULAR EMPLOYEES**

**Section 1: Seniority - Probationary Employees**

- a. New employees hired into the unit shall be considered as probationary employees for the first six (6) months of their employment. The probationary period may be extended for up to six (6) months at the discretion of the Sheriff for just cause. When an employee finishes the probationary period, the employee's name shall be entered on the seniority

list of the unit, and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees and it is agreed that the Employer may terminate the employment of a probationary employee without any reason whatsoever.

- b. The Association shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement.
- c. Seniority shall be on a department-wide basis in accordance with the employee's last date of hire. Seniority of any bargaining unit member who leaves the bargaining unit to accept employment by the County outside the bargaining unit, excluding elected office, shall be frozen and retained. (This provision shall also apply to any former bargaining unit member presently employed by the County, outside the bargaining unit, excluding elected officials).

**Section 2: Seniority Lists**

- a. Seniority shall not be affected by age, race, sex, marital status, or dependents of an employee.
- b. Seniority lists on the date of this Agreement will show the dates of hire, name and job titles of all employees of the unit entitled to seniority.
- c. The employer will keep the seniority list up to date at all times and it shall be posted.
- d. A part-time employee is one who is scheduled to work less than thirty-two (32) hours per week.
- e. A temporary employee shall be designated as one who is filling in for an employee who is sick or on vacation or other leave and shall be treated in the same manner as a part-time employee.
- f. Part-time and temporary employees are not covered by this contract and are not granted any rights hereunder.

**Section 3: Loss of Seniority**

An employee shall lose seniority for the following reasons only:

- a. The employee quits.
- b. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

- c. The employee is absent for three (3) consecutive working days without notifying the Employer. After such an absence, the Employer will send written notification to the employee's last known address indicating that the employee's employment has been terminated.
- d. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Return from sick leave and leaves of absence will be the same as (c) above.

**Section 4: Job Posting and Bidding**

- a. Promotions within the bargaining unit may be made on the basis of seniority. Job vacancies and new positions within the bargaining unit will be posted for a period of five (5) working days setting forth the minimum requirements for the position in a conspicuous place in the department. Employees interested shall apply within the five (5) working days of the posting. In the event the senior applicant is denied the promotion, the reason or reasons for the denial shall be furnished to the applicant and the steward in writing.
- b. If the Employer deems the employee's performance in the new position to be unsatisfactory, the Employer may, within six (6) months of the date the employee assumes the new position, transfer the employee to his former position upon written notice to the employee and the steward of the reasons for such transfer.
- c. Employees promoted to a higher classification shall receive the rate of pay of the first step of the new classification representing a pay increase in the classification to which they are promoted, as of the date of commencement of the duties thereof.

**ARTICLE 5 HIRING**

All prospective employees previous to their being employed shall be interviewed by the Sheriff as to their competency and qualifications for the position applied for. Final action in regard to hiring of new employees shall be determined by the Sheriff.

**ARTICLE 6 LAYOFF AND RECALL**

**Section 1:** Should layoffs be necessary, seniority in years, months and days of County service shall be determining factors. Those with the least seniority will be laid off first, so long as there are employees remaining in the ranks qualified to perform the functions of those laid off.

**Section 2:** When recalls to active employment are made, those with the most

seniority will be recalled first, so long as they are qualified to perform the functions required of those who are recalled.

## **ARTICLE 7 ASSOCIATION SECURITY**

- Section 1:** Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association or pay a service fee, hereinafter referred to as the representation fee, to the Association in an amount equal to the dues uniformly required of members of the Association, for the duration of this Agreement.
- Section 2:** Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association or pay the representation fee commencing thirty (30) days after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.
- Section 3:** Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Association or pay the representation fee for the duration of this Agreement, commencing the 30th day following the beginning of their employment in the unit.

## **ARTICLE 8 DUES AND REPRESENTATION FEE CHECK-OFF**

- Section 1:** The Employer agrees to deduct from the wages of any employee, pursuant to signed authorization of any employee upon a written authorization form in conformity with the standard form used by the Employer, the dues or representation fee, if any, required by the terms of this Agreement. The written authorization form shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice to the Employer and the Association during the thirty (30) day period immediately preceding the expiration of this Agreement.
- Section 2:** Dues will be authorized, levied and certified in accordance with the constitution and bylaws of the Association. The amount of any representation fee will be determined as set forth in Article 7 of this Agreement. Each employee and the Association hereby authorizes the Employer to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts.

**Section 3:** The Employer agrees to provide this service without charge to the Association.

**Section 4:** Authorization Form:

I hereby authorize and request my employer, the Dickinson County Board of Commissioners and the Dickinson County Sheriff, to deduct from my earnings, one of the following:

- ( ) An amount established by the Association as monthly dues.
- ( ) An amount equivalent to the amount of monthly dues uniformly required of members of the Association, to be remitted to the Association as a representation fee.

The amount deducted shall be paid to the Association.

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Please print: Last Name

First Name

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Address

Zip Code

Phone Number

---

Department

Classification

---

Signature

Date

**Section 5:** The Employer shall not be liable to the Association by reason of the requirements of this Article, or by reason of the requirements of Article 7 and 9, for remittance or payment of any sum other than that constituting actual deductions made from the employee's wages. The Association shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, expenses or other forms of liability of whatsoever kind or nature, including, but not limited to, legal, court, administrative, or other fees or expenses, including actual reasonable attorney fees for the area, and any back pay or other amounts directed to be paid to employees or others, that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with this Article, or with Articles 7 or 9, or in reliance on any authorization cards, lists or notices which may have been furnished to the Employer.



**Section 6:** Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month following receipt of the written authorization by the Employer, and each pay period thereafter during the existence of such authorization.

#### **ARTICLE 9 REMITTANCE OF DUES**

**Section 1:** Deductions for any calendar month shall be remitted to such address designated by the financial officer of the Association, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

**Section 2:** The Employer shall additionally indicate the amount deducted and notify the financial officer of the Association of the names and addresses of employees who through a change in their employment status are no longer subject to deduction, and shall further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

#### **ARTICLE 10 DISCIPLINE**

An employee may be disciplined or discharged for just cause. Discipline shall be progressive where circumstances reasonably permit progressive discipline. Any dispute as to the existence of just cause for discipline or discharge, or the severity of the discipline warranted, shall be subject to the grievance procedure set out in this Agreement.

#### **ARTICLE 11 SAFETY AND TRAINING**

The Employer and the Association shall designate two (2) representatives each, to a joint Safety and Training Committee. One representative of the Union shall be a Union officer, and one representative of the Employer shall be a County Commissioner. The Committee shall meet a minimum of twice (2) per year, or more if requested.

#### **ARTICLE 12 RESIDENCY**

Employees are permitted to live outside of Dickinson County provided that they live no more than twenty (20) miles beyond the Dickinson County border.

#### **ARTICLE 13 LEAVE OF ABSENCE**

**Section 1:** Salary and fringe benefits will terminate during leave of absence, except if employee elects to "self-pay" insurance premium during approved leave.

**Section 2:** No leave of absence shall be granted unless request is presented through

the Sheriff and approved by the Board of Commissioners.

**Section 3:**

- a. Any employee who has been employed for six (6) months or more requiring a leave of absence shall make a written request of the Employer for such leave. No employee with less than six (6) months of seniority shall be eligible for a leave of absence. Any leave of absence granted shall be without pay and for a period of not more than ninety (90) days. However, a leave of absence without pay may be renewed.
- b. Any leave of absence granted hereunder shall be reduced to writing, and one (1) copy thereof shall be given to the employee, one (1) copy shall be given to the Association steward, one (1) copy shall be given to the Association, and one (1) copy shall be retained by the Employer.
- c. Upon the expiration of any leave of absence granted hereunder, such leave may be reconsidered for further extension by the Employer if so requested by the employee, and such extension, if granted, shall be reduced to writing and distributed in accordance with (b) above.
- d. During the period of any type of leave of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in discharge without recourse.
- e. Seniority shall not be lost during any leaves of absence.
- f. No benefits shall accrue for time off the job during any leave of absence.
- g. Any employee electing to take a leave of absence under the Family Medical Leave Act of 1993 (FMLA) will abide by the provisions of the Act.
- h. Employees wishing to utilize leave under the Family Medical Leave Act shall notify the Employer. Such notice shall be given thirty (30) days in advance when possible or as soon as reasonably possible. Employees may utilize either paid or unpaid time for leaves qualifying under the Act.

**ARTICLE 14 QUALIFICATIONS WITH FIREARMS**

All full-time certified deputies or deputies authorized by the Sheriff to carry weapons will be required to qualify with firearms by meeting specified standards.

**ARTICLE 15 TEMPORARY ASSIGNMENTS**

The rate of pay for a regular employee temporarily assigned or appointed to fulfill the duties of a

position which is in a different classification shall continue to be paid the same rate of pay as the employee was receiving prior to the temporary reassignment or appointment, provided that such assignment shall not exceed 30 calendar days and provided there is no reduction in the wage rate for an employee temporarily assigned to a lower classification.

#### **ARTICLE 16 OVERTIME CALL-INS**

- Section 1:** When the Employer chooses to fill a shift, the Employer shall have the option of using either bargaining unit members or qualified part-time staff to fill the shift or provide the special events coverage. The determination of qualifications of part-time staff shall be the sole responsibility of the Employer.
- Section 2:** The employer shall not use non-bargaining unit employees where such use results in a reduction of hours below forty (40) hours per week for any full-time bargaining unit employee, or where such use results in layoff or avoids recall of any bargaining unit employee.
- Section 3:** In the event a shift is filled by calling in full-time personnel, call-ins will first be made from within the classification being filled, i.e. open dispatch shifts will be offered first to dispatchers, and road patrol shifts to certified deputies. An effort will be made to divide overtime equally among all bargaining unit members, and employees who refuse overtime shall be "charged" with the actual number of hours refused during the overtime period.

#### **ARTICLE 17 WORKING HOURS**

- a. Full-time employees shall work a regular forty (40) hour week with schedules to be determined by the Sheriff.
- b. Overtime will be paid at time and one-half the regular hourly rate. An employee called in to work overtime shall be guaranteed two (2) hours of overtime if called in from home. If the employee is already on the work site in anticipation of a scheduled shift, no call-out pay shall be provided.
- c. Holidays for hourly employees of the Sheriff's Department shall be paid at straight time (8 hours) if not worked and an additional time and one-half shall be paid to employees working on any of the designated holidays for actual hours of work.
- d. All contract references to leave time in terms of days shall be based on an eight hour day rather than a 10 or 12 hour day.
- e. No overtime pay shall be received except as approved by the Sheriff or designee

and as allowed by budgetary allowances set by the County Board of Commissioners

- f. For purpose of this Agreement, members of this bargaining unit shall be known as hourly employees.
- g. Sick leave and 1/3 of the value of compensatory time used rounded up to the quarter hour shall not be counted as "hours of work" for overtime computation purposes. i.e. employees must actually work forty (40) hours per week (or their normally scheduled work week) or take other approved leave time which together with actual hours of work totals forty (40) hours per week (or the number of hours in their normal work week) before receiving compensation or compensatory time at the rate of time and one-half.

#### **ARTICLE 18 RETIREMENT**

All non-elected employees shall retire in accordance with State and Federal Statutes.

#### **ARTICLE 19 USE OF PRIVATE AUTOMOBILES**

No employee shall use his or her private automobile for County business without approval of the Sheriff.

#### **ARTICLE 20 USE OF COUNTY EQUIPMENT**

No County equipment shall be utilized for other than County purposes and no County vehicle shall transport passengers not required by the County business being performed.

#### **ARTICLE 21 BREAKS**

Employees shall be allowed two (2) fifteen (15) minutes breaks per eight hour shift taken so as not to interfere with departmental functions.

#### **ARTICLE 22 UNIFORMS**

**Section 1:** Effective 1/1/02, a \$135.00 uniform purchase and maintenance allowance will be paid quarterly to each full-time employee at the beginning of each quarter. On 1/1/03 this will increase to \$145 per quarter and on 1/1/04 will increase to \$155 per quarter.

**Section 2:** Effective 1/1/08, a \$165 uniform purchase and maintenance allowance will be paid quarterly to each full-time deputy at the beginning of each quarter. On 1/1/10 this will increase to \$175 per quarter.

**Section 3:** When an employee of the Sheriff's Department has a uniform destroyed in the line of duty, it will be replaced without any deduction from the employee's uniform allowance.

**Section 4:** Initial uniform issue will be as follows:

- a. Two (2) pair of trousers
- b. Two (2) summer, two (2) winter shirts
- c. One (1) all seasons jacket
- d. One (1) summer, one (1) winter hat

**Section 5:** At the discretion of the Sheriff, employees covered by this Agreement may be required to replace uniform components which are no longer presentable. Such replacements will be paid for by the employee using the uniform allowance provided by the Employer.

### **ARTICLE 23 PROFESSIONAL LIABILITY INSURANCE**

Professional liability insurance will be carried by the County for all full-time Sheriff's Department employees.

### **ARTICLE 24 WAGE SCALE, SHIFT PREMIUM AND LONGEVITY**

(See Appendix #1)

### **ARTICLE 25 FRINGE BENEFITS**

**Section 1:** Vacation shall be received as hereinafter specified:

1. All vacation must be taken within eighteen (18) months of accrual: the Sheriff will approve vacation schedules. All vacation requests must be submitted at least seven (7) working days (Monday - Friday) in advance of the day requested. The Sheriff or his designee may agree to waive this seven (7) working day advance notice providing the schedule permits.
2. Vacation shall accrue as follows, to be taken at one (1) full day's minimum:

After 1 year:	5 working days
After 2 years:	10 working days
After 7 years:	15 working days
After 15 years:	20 working days
After 20 years:	One additional day after 20 years of service and one additional day per year of service thereafter subject to a maximum of 25 days.
3. Each employee's anniversary date for purposes of computing vacation shall be said employee's date of hire.
4. When a holiday for which the employee is eligible to receive holiday pay occurs during an employee's scheduled vacation, and the employee would otherwise be scheduled to work the holiday, the employee will receive holiday pay for such holiday but they will not be deemed to be on vacation

on such holiday.

5. Provided, further, that upon termination of employment an employee shall be paid for earned vacation not taken, including vacation earned during the year in which employment is terminated, on a prorated basis.
6. "It is agreed that two (2) members of the bargaining unit may schedule vacation, compensatory, or personal leave days for the same day. The schedule for the use of these days shall be approved by the Sheriff and seniority shall be the determining factor in the case of conflicting requests as long as the request is in compliance with paragraph (1) of this section. More than two (2) persons may be allowed off on the same day with the permission of the Sheriff providing that scheduling permits. Within five (5) working days (M-F) if no response is given to a request, the request will be deemed approved."

## **Section 2: Hospitalization**

1. During the term of the agreement (1/01/08 - 12/31/11), the following shall be considered the Basic Health Plan:

Community Blue Option 1, W/CB-PCM \$500, CBD \$250/\$500, CBET \$50, CB-MH 50%, CB-OV \$10, \$10/40 RX, Basic Dental and Vision Care Coverage. (This is the 2007 Community Blue Suffix 015 with the following changes: deductible is increased to \$250/\$500 and the RX is \$10/40).

The Employer's share of the 2008 annual premium cost for the Basic Health Plan for employees hired prior to 1/01/05 shall be:

Single	\$ 6,478.32
Two Person	\$14,576.64
Family	\$17,491.80

The amount of the premium that exceeds the Employer Share will be withheld through a payroll deduction.

For each succeeding year of the contract, the Employer Share shall be the previous year Employer Share multiplied by 108%.

Employees hired on 01/01/05 or thereafter who choose the Basic Health Plan shall pay 15% of the premium cost of the Basic Health Plan by way of a payroll deduction.

Enhanced Dental Coverage shall be an available option with 100% of the additional cost of the options paid by the Employee through a payroll deduction.

The following option shall also be available to all employees, regardless of hire date:

Flexible Blue Plan 2 Medical Coverage with RX, \$500 Preventive Care, Mammography Benefits, Basic Dental and Vision Care coverage and Chiropractic Coverage, \$1,250/\$2500 deductible.

Effective 1/01/08, the Employer Share shall be 100% of the premium cost and 80% of the deductible.

Effective 1/01/09, the Employer Share shall be 100% of the premium cost and 80% of the deductible.

Effective 1/01/10 and thereafter, the Employer Share shall be up to 108% of the previous year's Employer Share. In no instance shall the Employers share exceed the premium cost plus 80% of the deductible. The Employer Share shall first be applied to the premium cost with the remainder deposited on the first workday of each year, or as soon thereafter as can be processed, into the Employee's HSA account.

Subject to IRS rules and regulations, the Employee may opt to make an additional contribution to his/her HSA through a payroll deduction.

Employees hired during the term of this contract shall have the Employer Share of the HSA contribution prorated by date of hire.

The Employer will establish and maintain a Health Savings Account (HSA) for each employee choosing coverage under the Flexible Blue 2 Plan and will pay all costs associated with the establishment and maintenance of such accounts, subject to IRS rules and regulations.

The Employer's contribution to each HSA account will be deposited on the first work day of the new year or as soon thereafter as can be processed.

At the time of this agreement, the provider of health insurance coverage is Blue Cross/Blue Shield of Michigan, but the Employer reserves the right to select another carrier provided benefits remain comparable to, or better than those currently provided.

2. Family Continuation Riders, where applicable, will continue to be available for employees whose anniversary dates are prior to 1/1/90, subject to the same provisions for cost sharing as previously stipulated for health care premiums. For employees hired on 1/1/90 or thereafter, Family Continuation Riders will be available at the employee's option provided that the employee pays the full cost of said Riders.
3. Employees electing not to be covered by the County's health insurance plan will be paid an annuity of \$150 per month through contributions to a deferred compensation plan. Employees choosing this option may elect to be enrolled in a Free Standing Benefit Program composed of Enhanced Dental, Vision and \$10/40 Co-Pay Drug Rider Coverage, with said program to be paid for by the Employer. An employee may choose to self-pay for a \$10/\$20 Rx rider under this option.
4. Upon retirement from Dickinson County, and if the employee qualifies for retirement benefits under MERS, the Employer shall continue to pay the same percentage of health insurance benefits for retirees as paid for the retiree at the time of retirement

but only for employees hired prior to January 1, 1996. It is agreed that said coverage shall extend and be limited to the employee's current spouse and all eligible biological and adopted children of the employee and all eligible step children of the employee, if applicable, until such a time as the death of the employee at which time the employee's surviving spouse and/or sponsored dependents may elect to "self-pay" so as to continue coverage. The choice of the carrier is to be at the discretion of the Employer provided the benefits remain comparable to, or better than, those currently provided. The Employer will not pay for retiree health insurance coverage for employees hired after January 1, 1996 but such employee's may "self-pay" for continued coverage after the date of their retirement.

5. It is agreed that until the age when a retiree qualifies for and receives supplemental health insurance coverage paid by the Employer as specified in paragraph (4) of this Article that medical coverage shall be as defined in the retiree's health insurance suffix last adopted prior to the date of retirement without dental or vision coverage riders.
6. Regular part-time employees shall not receive Employer paid medical insurance coverage but at their option, may enroll in the Employers Plan providing that the employee pays the full cost of said coverage.
7. If in a given year, the cost of health insurance increases substantially, by mutual agreement of both parties, the bargaining committee may revisit the health insurance coverage, and, upon, mutual written agreement between the Employer and the Union, modify the existing coverage as determined to be beneficial to offset the increased cost. This provision applies to health insurance coverage only.

### **Section 3: Life Insurance**

Life Insurance coverage of \$10,000 shall be provided by the Employer at no cost to the employee until the time of retirement. Upon retirement, Employee may convert the group life insurance to an individual policy at the Employee's expense and according to the terms set by the insurance carrier. Additionally, regular part-time employees shall be permitted to "self-pay" life insurance premiums if the carrier permits. If permitted by the Life Insurance Company, employees may purchase additional life insurance coverage at their sole expense.

### **Section 4: Sick Leave**

1. All full-time employees shall be entitled to annual sick leave of twelve (12) days. In the event such sick leave shall not have been used during any one year, then the unused portion of said leave shall accumulate to a maximum of one hundred (100) days. This provision shall be retroactive with regard to accumulation and said accumulation is understood to have accrued for the unused portion of sick leave earned but not taken in each given past calendar year.



2. Beginning on January 1, 1982, upon termination of employment, 25% of sick days shall be paid up to an accumulation of one hundred (100) days.
3. Upon retirement, employee shall be entitled to one-half (½) of sick leave accumulated.
4. As an incentive to limit the use of sick leave, the Employer agrees to pay a bonus to employees who have accumulated the one hundred (100) days of maximum sick leave. The bonus would be granted in the form of payment for 25% of the sick leave days accrued in the calendar year beyond the (100) days allowed. The (100) day limitation would remain in effect for other sick leave payoff provisions. The bonus would be granted as soon as possible after January 1st of the year which follows and shall be based on the regular hourly rate of the employees during the year in which the sick leave subject to this payoff was accrued. It is understood that with the payment of the bonus, the sick leave accumulation reverts back to the (100) day limitation on January 1st.
5. All employees on sick leave shall be required to inform the Sheriff/Department prior to their regularly scheduled shift, that they will not be reporting for work and state the reason for not reporting. Employees may be required to provide a doctors slip if absent for three (3) or more consecutive work days.
6. Anyone who shall take sick leave from his/her duties shall not engage in any other employment or recreational activity during the time the employee was scheduled to be on duty. Visits to a doctor, hospital or pharmacy for the purpose of obtaining medical advice or assistance is permitted.
7. Employees having doctor or dentist appointments may schedule same during working hours with the approval of their department head with time away from work to be deducted from sick leave.
8. Sick leave may be used for the serious illness of an employee's spouse or child which requires the employee's immediate presence and which clearly prevents attendance at work. At the discretion of the Sheriff, up to one (1) day of sick leave may be used for the serious illness of a parent which requires the employee's immediate presence and which clearly prevents attendance at work.
9. If a definite pattern of sick leave abuse can be established in conjunction with an employee's regular days off, vacation, compensatory time off or weekends, the Sheriff may require a doctor's slip for future similar infractions after first notifying the affected employee of his intentions to do so.
10. Employees may donate sick leave hours to a fellow employee suffering from an extended serious health condition under the following conditions and

qualifications.

For the purposes of this policy an extended serious health condition shall mean a condition which involves continuing active treatment by a physician for a chronic or long-term health condition that is incurable or so serious that, if not treated, would most likely result in death.

The determination of eligibility for sick leave donation shall be made on a case by case basis by the County Board Chairman, Vice Chairman and Controller. This policy does not apply to maternity leave or other planned leaves or job-related injuries. Employees suffering from extended serious health conditions will be eligible for sick time donations only when they have exhausted all of their own paid leave time (including sick, personal, vacation and compensatory time).

A sick leave donation form supplied by the Employer must be signed by the donating employee and witnessed prior to any hours being transferred. The maximum donation per employee per calendar year is 40 hours and the total maximum gift to an employee is 375 hours per calendar year.

11. Sick leave shall not be counted as "hours of work" for overtime computation purposes.

**Section 5: Funeral Leave**

When death occurs in an employee's immediate family, i.e. mother, father, mother-in-law, father-in-law, grandparents, step-parents, legal guardian, spouse, brother, sister, and children of the employee, the employee shall be granted up to three (3) days off to attend the funeral. Two additional days shall be granted to employees traveling beyond 250 miles one way, to attend the funeral, without pay, if so requested. The employee excused from work under this paragraph shall, after making written application, receive the amount of wages he/she would have earned by working during straight time hours on such scheduled days of work for which excused.

**Section 6: Legal Holidays** are as follows:

New Year's Day	Labor Day
Easter Sunday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**Section 7: Personal Days**

Three (3) personal days of employee's choice (not holidays and to be authorized by the Sheriff) will be given as long as the functions of the department are not disrupted. Such days must be taken within the calendar year, to be taken at one full day minimum. Requests must be made seven (7) working (Monday - Friday) days prior to the day requested. The Sheriff or

his designee may waive this seven (7) working day advance notice providing the schedule permits. Within five (5) working days (M-F) if no response is given to a request, the request will be deemed approved. Employees hired on 1/1/90 or thereafter must successfully complete their probationary period before being eligible to receive personal days.

**Section 8: Compensatory Time**

Compensatory time requests must be made seven (7) working days (Monday - Friday) prior to the requested day off. Within five (5) working days (M-F) if no response is given to a request to use compensatory time, the response will be deemed approved. Compensatory time shall be taken in increments of not less than one-half (½) hour. One third of the value of compensatory time used shall not be counted as “hours of work” for overtime computation purposes. Compensatory time shall not be accumulated for any Holiday in lieu of Holiday pay.

**Section 9: Retirement**

- a. All eligible employees are required to participate in the Municipal Employee’s Retirement System.
- b. The pension provision now in effect (MERS Benefit B-4 with the E2, FAC5 and F50 Riders) shall be continued. Both current employees and employees hired under this contract on 1/1/05 or thereafter shall contribute 2% of the cost of the benefit in 2005 and 3% on 1/1/06 and each year thereafter plus 100% of the additional cost of going from the B-3 to the B-4 Benefit Plan. Members of the bargaining unit shall pay their contributions by way of a payroll deduction.

**ARTICLE 26 GRIEVANCE PROCEDURE**

**Section 1:**

- a. Employees with seniority covered by this Agreement will be represented by the Association President or designated representative in the grievance procedure. The Association shall have the exclusive right to assign said President or designated representative.
- b. The Employer will be notified of the name of the Association President and Alternate, who shall serve only in the absence of the regular Association President.
- c. The Association President or designated representative shall be allowed necessary time off during working hours without loss of time or pay to

present grievances to the Employer in accordance with grievance procedure.

## **Section 2: Grievance Procedure**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as the means for the peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement, or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within seven (7) working days of the employee's knowledge of its occurrence. The Employer will answer in writing any grievance presented to it in writing by the Association.

- Step 1: Any employee having a grievance shall present it to the Employer as follows:
- a. If any employee feels aggrieved, the grievance shall be discussed with the Association President.
  - b. The Association President may discuss the grievance with the Sheriff, or in his absence, his designated representative.
  - c. If the matter is thereby not disposed of, it shall be submitted in written form by the Association President to the Sheriff, or in his absence, his designated representative. Upon receipt of the grievance, the Sheriff or his designated representative shall sign and date the Association President's copy of the grievance.
  - d. The Sheriff or, in his absence, his designated representative, shall give his answer to the Association President within five (5) working days of receipt of the grievance.
- Step 2: If the answer at Step 1 is not satisfactory to the Association, it shall be presented in writing by the Association President to the County Controller within seven (7) working days after the Sheriff or, in his absence, his designated representative's response is due. The County Controller and the Association shall within fifteen (15) days arrange a meeting with the purpose of resolving the dispute or disputes.
- Step 3: If the answer at Step 2 is not satisfactory to the Association, it shall be presented in writing by the Association President to the Chairman of the Board of Commissioners within seven (7) working days. The Chairman of the Board of Commissioners and the Association shall within fifteen (15) days arrange a meeting with the purpose of resolving the dispute or disputes.
- Step 4: If the answer at Step 3 is not satisfactory and the Association wishes to carry it further, the Association shall file a demand for arbitration within fifteen (15) days in accordance with the Michigan Employment Relations

Commission's Rules and Procedures.

- a. The arbitration proceedings shall be conducted in accordance with the Michigan Employment Relations Commission's Rules and Regulations.
- b. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, the employee or employees involved and the Employer. The arbitrator shall make a judgement based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be borne by the losing party. Whenever the arbitrator's decision is split, the fees will be prorated according to the decision handed down by the arbitrator.
- c. A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of the reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- d. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Association's original demand.
- e. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last answer.

**ARTICLE 27 MISCELLANEOUS**

- Section 1:** Any employee drafted into the Armed Forces of the United States shall, upon return from such involuntary duty, be entitled to reinstatement in the job at the prevailing rate upon return. No loss of seniority for periods of compulsory military service shall be suffered.
- Section 2:** The parties to this Agreement agree that they shall not discriminate against any person because of sex, race, creed or color, and that such persons shall receive the full protection of the provisions of this Agreement.
- Section 3:** The Employer agrees to furnish reasonable space on a bulletin board presently maintained at the department occupied by the employees for exclusive official use of the Association. Notices of Association meeting, Association recreation and social affairs, and Association elections and appointments may be posted on this board without prior approval by the Employer, but no other notices shall be posted thereon without the prior

approval of the Employer. The Association agrees to limit its posting of occasional notices and bulletins to such bulletin board space. The Association further agrees that it will not post material which is profane or derogatory to any individual or to the Employer. All bulletins or notices shall be signed by the Association President or one of the Association's executive board members. The Association shall be responsible for the proper use and care of the bulletin board.

## **ARTICLE 28 TERMS OF AGREEMENT**

- Section 1:** This Agreement shall be effective from 12:01 a.m., January 1, 2008, and remain in full force and effect until 12:00 p.m., December 31, 2011, and shall automatically be renewed under the same terms and conditions unless ninety (90) days prior to December 31, 2011 either party shall give to the other written notice of its desire to change provisions or terminate this Agreement.
- Section 2:** This Agreement is complete in writing and shall not be amended, changed, altered or modified, except by an instrument in writing, duly signed by the parties hereto.
- Section 3:** The parties acknowledge that during negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement.
- Section 4:** The 2008 wage increase and other 2008 benefits with the exception of hospitalization shall be retroactive to 1/1/08 for those employees on the payroll as of the date of union ratification.

Therefore, Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining with respect to a particular subject or matter covered or not covered in this Agreement.

**For the Employer:**

*Henry Wender*

Henry Wender, Chairman

*Kathryn A Pascoe*

Kathryn Pascoe, Controller

*Donald J. Charlevoix*

Donald Charlevoix, Sheriff

*7/08/2008*

Date

**For the Association:**

*Trudy Sparks*

Trudy Sparks, President

*Fran McCarthy*

Fran McCarthy

Wisconsin Professional Police Association

*7/08/2008*

Date

**APPENDIX #1**

**WAGE SCALE, SHIFT PREMIUM AND LONGEVITY**

**Wages: 2008**

For all employees at a salary of \$45,000 or greater the salary schedule will be revised to reflect a 2% wage increase at each step of each classification effective 1/1/08. For all employees earning less than \$45,000, the salary schedule will be revised such that each step of each classification shall be increased by \$900. No employee will receive an increase of less than 2%.

Position:	Salary Grade	Hire (Minimum)	(6) Months	(1) Year	(2) Years	(3) Years
Corrections Officer	10	\$28,751 (13.823)	\$30,091 (14.467)	\$31,468 (15.129)	\$32,807 (15.773)	\$34,183 (16.434)
Sergeants	13	\$31,565 (15.175)	\$32,905 (15.820)	\$34,281 (16.481)	\$35,621 (17.125)	\$36,998 (17.788)

2009 - Each step in each classification will be adjusted to reflect an increase of \$900 at each step of each classification effective 1/1/09.

2010 - Each step in each classification will be adjusted to reflect an increase of 2.5% at each step of each classification effective 1/1/10.

2011 - Each step in each classification will be adjusted to reflect an increase of 2.5% at each step of each classification effective 1/1/11.

**Wage Re-opener:** In the event that the number of jail beds available for occupancy during the contract period equals or exceeds 78 beds, this contract shall be re-opened for the sole purpose of further discussing wages.

**Shift Premium:**

Corrections: 12 hour shifts	Afternoons (3 - 11 p.m.)	\$ .30/hr
	Midnights (11 p.m. - 7 a.m.)	\$ .40/hr

The Association and Employer shall agree in advance on shift premium hours should the Employer choose to make a permanent change in any of the above shifts.



## Longevity:

Longevity payments will be added to the bi-weekly check issued during the month of the employee's anniversary date each year. The revised aggregate amount will then be treated as if the aggregate were a single wage payment for the regular payroll period. Employee may elect to have payments spread throughout the year. If spread throughout the year, the payment will not become a part of the regular hourly rate but will be treated as an "other pay". Employees electing this option must do so by completing an authorization form no later than December 1st for the following calendar year.

1.	After five (5) complete years of service:	\$ 200
2.	After ten (10) complete years of service:	400
3.	After fifteen (15) complete years of service:	600
4.	After twenty (20) complete years of service:	800
5.	After twenty five (25) complete years of service:	1,000
2.	After thirty (30) complete years of service:	1,200