

THE COUNTY OF IRON

-AND-

**THE IRON COUNTY
CORRECTIONS OFFICERS
EMPLOYEES CHAPTER OF LOCAL #1424
MICHIGAN COUNCIL #25, AFSCME
AFL-CIO**

**AGREEMENT
Effective January 1, 2010**

**Expiration date December 31, 2012
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AGREEMENT

This Agreement entered into on this first day of January, 2010 between the County of Iron, a municipal corporation of the State of Michigan (hereinafter referred to as the "EMPLOYER") and the Iron County Corrections Officers Employees' Chapter of Local #1424, affiliated with the International Union of American Federation of State, County, and Municipal Employees, AFL-CIO and Council #25 (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote safe, orderly, and peaceful labor relations for the mutual interest of the parties.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION (Employees Covered).

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Union 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 of all employees of the Employer included in the bargaining units described below:

(b) All full time and regular part-time employees of the County of Iron in the classification of corrections officer, excluding the sheriff, undersheriff, elected officials, executive employees, confidential employees, and all other employees of the County of Iron.

(c) A full time employee shall be defined as one who is regularly scheduled to work a minimum of 80 hours per pay period. The employer agrees to maintain at least eight (8) such positions during the term of this agreement.

(d) A regular part-time employee is an employee who is employed by the employer on a regular basis and whose normal schedule of work consists of 32 hours or more but less than 40 hours per week in a position classified by the employer as part-time. Only regular part-time employees are eligible for pro-rated benefits at 50% and no medical benefits under this Agreement.

ARTICLE 2. LANGUAGE.

Wherever, in this agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, they have been used for literary purposes and include humankind - both female and male sexes.

ARTICLE 3. MANAGEMENT RIGHTS.

The County, on its own behalf and on behalf of the electors, and the Sheriff of Iron County, on his own behalf, hereby retain and reserve unto themselves, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and the Constitutions of the State of Michigan and the United States, further, except as clearly, expressly, and specifically limited by the provisions of this Agreement, the management of the Sheriff's Department and the direction of working force including the right to determine the size and deployment of work force, to direct, plan and control law enforcement operations, to hire, layoff, recall, transfer, promote, demote, suspend for cause, discipline and discharge any employees for cause, to introduce new and improved operating methods and/or facilities, and to change existing operating methods and/or facilities, to set policies for the department, and to manage in the traditional manner are vested exclusively in the Sheriff.

ARTICLE 4. AID TO OTHER UNIONS.

The Employer 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 5. UNION SECURITY. (Agency Shop).

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of his Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the union or pay a service fee to the Union equal to dues and initiation fees

required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 6. DUES CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (see paragraph d) provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and by-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See Exhibit A.

ARTICLE 7. REPRESENTATION FEE CHECK-OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation-fee as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 6 of this Agreement.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See Exhibit A.

ARTICLE 8. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin. 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 first pay period of the month and each month thereafter.

(b) Deductions for any calendar month shall be remitted to such address designated to the financial officer of Michigan Council #25, AFSCME, AFL-CIO, 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.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the employment status, are no longer subject to deductions and further advise said financial officer by submission of the previous month's remittance of dues.

ARTICLE 9. HOLD HARMLESS.

The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with Articles 5, 6, and 7 of this Agreement and Exhibit A.

ARTICLE 10. STEWARDS AND ALTERNATE STEWARDS.

(a) **The employees of the Corrections Chapter shall be represented by one (1) chapter chairperson and one (1) steward who shall be a regular full time employee.**

(b) The **steward or chapter chair** without loss of time or pay, at a mutually agreeable time, shall investigate with permission of the Supervisor and present grievances to the Employer.

ARTICLE 11 SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chair and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of

the Union, and two (2) representatives of the employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, and shall be held at a time and place mutually agreeable to the parties. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet at a place agreed upon by the Employer and the Union on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer, for which a written request has been made.

ARTICLE 12. GRIEVANCE PROCEDURE.

(a) Grievance Defined. A grievance is a written dispute, claim or complaint arising under this Agreement, and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

(b) Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Verbal Procedure. An employee with a grievance shall discuss the matter with the Jail Administrator or designated representative (Undersheriff) within five (5) working days from the time of the occurrence of the events giving rise to the grievance or within five (5) working days from the time that the employee involved first knew or should have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, the Steward may be present. The Jail Administrator, or designated representative (Undersheriff), will give the employee concerned an oral answer to the grievance within three (3) working days. Every effort shall be made to settle the Grievance in this matter.

Step 2. Written Procedure to Jail Administrator. If the complaint is not satisfactorily settled in the Step 1 Verbal Procedure, the grievance shall be reduced to writing, signed by the employee, and, within three (3) working days from the time limits of the oral answer, submitted to the Jail Administrator or in his or her absence, to his or her designated representative (Undersheriff). In order to be a proper matter for the grievance procedure, the written grievance, signed by the employee, shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The Jail

Administrator (or designated representative), the employee involved, and the Steward may discuss the grievance. The Sheriff (or designated representative), shall sign and answer the written grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the Steward.

Step 3. Written Procedure to County Board of Commissioners. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Step 2 decision by delivering to the County Board of Commissioners through the County Clerks office (who shall sign and/or stamp acknowledging receipt) a written appeal concerning the grievance within five (5) working days following the receipt of the Step 2 written disposition of the grievance. The Chairman of the Iron County Board of Commissioners, or designated representative, the Sheriff, and representatives of the Union shall meet to discuss the grievance within fifteen (15) working days following the date of the Step 2 appeal. The County Board of Commissioners, and the Sheriff, shall respond, in writing to the Steward, with a copy to the Council 25 Representative, within five (5) working days after the next regularly scheduled meeting of the County Board of Commissioners.

Step 4. Third Party Dispute Resolution.

(A) Mediation. In the event that the grievance is not satisfactorily settled at Step 3, the dispute may, by mutual written consent, be referred to the Michigan Employment Relations Commission (or other agency) for the purpose of grievance mediation.

(B) Arbitration. If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within twenty-five (25) working days after receipt of the last step answer. All matters shall be submitted to arbitration by filing an Arbitration Request Form with the American Arbitration Association and delivering a copy of this form to the County through the County Clerks Office within twenty-five (25) working days following the receipt of the County's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing an Arbitration Request Form with the American Arbitration Association and deliver a copy of this form to the County through the County Clerks office not later than twenty-five (25) working days following the date the County's written Step 3 disposition was due. The Grievance may thereafter be submitted to arbitration to be conducted under the rules of the American Arbitration Association. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. The time limits for requesting arbitration may be

extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

(c) Selection of Arbitrator. Should Council 25 desire, it may immediately notify The County Board of Commissioners, through the County Clerk's Office, of their demand for arbitration. If the parties fail to agree to an arbitrator, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the American Arbitration Association by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the first list of arbitrators and the parties shall alternate striking the first name from successive lists. After six (6) arbitrators have been struck, the remaining individual shall serve as arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

(d) Withdrawal of Grievances and Cases. 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 from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability. After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

(e) Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to rule on the discipline, layoff, recall or termination of any probationary employee for other than union activities. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of the Agreement as generalized in the managements rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may request a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more than five working days to the time the grievance was first discussed at Step One.

(f) Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, Employer and employees in the bargaining unit; provided, however that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this agreement.

(g) Non-Employee Representatives. The union and the Employer may have non-employee representatives present at any meeting or discussion concerning a grievance except for discussions held pursuant to the Step 1, Oral Procedure.

(h) Grievance Forms. The grievance form shall be supplied by the Union which coincides with the Grievance Procedure established in this agreement.

(i) Time Limits. 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 or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limit established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period is specified.

(j) Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

(k) Pay for processing Grievances. The Steward and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings; provided, however, that the Employer reserves the right to deny this privilege if it is being abused.

(l) Discharge Grievances. All grievances concerning discharge shall be initiated at Step 2 of the grievance procedure. A written grievance signed by the discharged employee shall be filed within four (4) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

(m) Veteran's Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees

included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that, any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determination regarding the veteran's employment status will be required to, no later than Step 4 of the Grievance Procedure, elect in writing either the Arbitration Procedure or his statutory remedy. If the employee elects to pursue his statutory remedy as his single means of challenging the Employer's action which is protected by a Veteran's Preference Statute, or fails to make an election, any grievance concerning the Employee's employment shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceedings.

ARTICLE 13. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any unemployment or additional compensation for personal services (beyond what the employee earned in an outside position held prior to the discharge), that the employee may have receive from any source during the period in question.

ARTICLE 14. DISCHARGE OR DISCIPLINE.

In the event that the employer determines to discharge or discipline any employee (at the written warning level or above), the employee shall be advised of the reasons for the discharge or discipline and shall be provided a written statement of these reasons. The employer agrees promptly, upon the discharge or discipline of an employee (at the written warning level or above), to notify the Steward in writing of the discharge or discipline. Upon request by the employee, the employer or designated representative will discuss the discharge or discipline (at the written warning level or above), with the Steward and/or the employee. The employer may also suspend an employee pending investigation, and such suspended employee shall continue to receive pay for regularly scheduled hours unless the time off becomes a disciplinary suspension or discharge. In the event a disciplinary suspension is determined, the employee may be credited for time off. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously. Discipline shall be progressive where circumstances reasonable permit progressive discipline.

ARTICLE 15. SENIORITY. PROBATIONARY EMPLOYEES.

(a) New employees hired in the unit shall be considered as probationary employees for the first one thousand forty (1040) working hours of their employment, or for nine months, whichever is first reached. Upon mutual agreement, the probationary period may be extended. When an employee finishes the probationary period, he shall be entered on the seniority list of the

unit and shall rank for seniority from the most recent date of hire. There shall be no seniority among the probationary employees and it is agreed that the Employer may terminate the employment of a probationary employee without any reason except for union activities.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity. **Employees who have not completed their new hire probationary period may be disciplined, laid off, recalled, terminated or disciplined (except for union activity) without regard to the provisions of this Agreement and without recourse to the grievance and arbitration provisions of this Agreement.**

(c) Seniority shall be on a unit basis, in accordance with the employee's last date of hire.

ARTICLE 16. SENIORITY LISTS.

(a) Seniority shall not be affected by race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) An up-to-date seniority list is to be posted in January of each year.

ARTICLE 17. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits or retires.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the Employer.

(d) If he does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made.

(e) If he is laid off more than eighteen (18) months or length of employment whichever is less.

ARTICLE 18. SENIORITY OF STEWARDS.

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

ARTICLE 19. SENIORITY OF OFFICERS.

Notwithstanding his position on the seniority list, the Unit Chairman of the Local Union shall in the event of a layoff only be continued at work at all times, provided he can perform the work available.

ARTICLE 20. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 21. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the working force.

(b) If it becomes necessary for layoff, the following procedure will be mandatory. Temporary, part-time and probationary employees will be laid off, in that order on a unit basis. Seniority employees will be laid off according to seniority as defined in Article 17(c), 19 and 20. In proper cases, exceptions may be made. Dispositions of these cases will be a proper matter for special conference and if not resolved, it shall then be subject to the third step of the grievance procedure.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. Such notice shall be in writing.

ARTICLE 22. RECALL PROCEDURE.

(a) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 17(c), 19, and 20. Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit.

(b) If an employee cannot report because of illness or injury, he shall notify his department head as soon as possible, and the above ten (10) calendar days shall be waived.

ARTICLE 23. JOB TRANSFERS.

(a) Permanent Vacancies. When a permanent job or vacancy occurs in a bargaining unit position, notice of the job or vacancy shall be posted on the bulletin board for seven (7) working days, (excluding Saturday, Sunday and Holidays as recognized in this agreement). The Employer shall endeavor to contact all permanent employees on the seniority list who are off work to advise them of the opening. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive working days. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

In accordance with applicable state and federal law, the Sheriff shall give due consideration to the **qualifications** of applicants to **maintain and ensure proper inmate security and management.**

The Sheriff shall give due consideration to all applicants for the permanent vacancy, including external applicants and part-time employees whether or not they have completed their probationary period. In considering an applicant's qualifications to perform the required work, the Sheriff shall consider the employee's qualifications, skills ability, experience, training, seniority, work performance, work record and dependability. The applicant considered by the Sheriff to be the best qualified shall be awarded the permanent vacancy; provided, however that if the Sheriff determines that the best two or more applicants have equal qualifications, preference shall be given to the applicant with the greater seniority. The Sheriff also reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants.

Non-certified employees who receive an award of a job under the permanent job transfer provisions of this agreement shall be required to serve a new job probationary period of one thousand forty (1040) working hours of their employment, or for nine months, whichever is first reached in the new position to prove that they have the skill and ability to perform all the requirements of the new position. Certified employees who receive an award of a job under the permanent job transfer provisions of this agreement shall be required to serve a new job probationary period of one hundred and seventy-three (173) working hours of their employment, or for thirty (30) days, whichever is first reached in the new position to prove that they have the skill and ability to perform all the requirements of the new position. Upon mutual agreement the probationary period may be extended. If the employee fails to meet all the requirements of the position to the satisfaction of the Sheriff, the employee will be transferred back to the employees prior classification; provided, however, that the Sheriff reserves the right to disqualify

an employee and return the employee to the employee's prior classification at any time during the new job probationary period.

An employee who is transferred to a non-bargaining unit position within the Sheriff's Department shall retain all accrued seniority and classification seniority, but shall not accumulate seniority or classification seniority after the first ninety (90) days that the employee holds the non-bargaining unit position. The Employer has the sole discretion to determine the wages, hours and conditions of employment for non-bargaining unit employees. An employee who returns to the bargaining unit after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy. In the event that an employee returns to the bargaining unit, the employee's seniority shall commence to accumulate as of the date the employee returns to the bargaining unit.

ARTICLE 24. VETERANS.

(a) Reinstatement of Seniority Employees. Any employee who enters the active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed forces and meets the foregoing requirements, must complete his probationary period, and upon completing it will have seniority equal to the time he spent in the Armed Forces, plus the hours worked from the date of hire.

ARTICLE 25. VETERANS LAW.

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE 26. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the

National Guard will be paid the difference between their Reserve Pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit.

ARTICLE 27. LEAVE OF ABSENCE.

Leave of absence for reasonable period not to exceed one (1) year will be granted without loss of seniority for:

1. Serving in any elected position (public or union).
2. Maternity leave.
3. Illness leave (physical or mental), as certified by a doctor.
4. Serving in an appointed position with the Council or International Union.
5. Prolonged illness in immediate family.

Sick leave may be extended for like cause at the employers option.

ARTICLE 28. LEAVE FOR UNION BUSINESS.

(a) Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the terms of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

(b) Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off.

ARTICLE 29. SICK LEAVE.

Sick leave for all full time and part-time employees that are regularly scheduled to work 64 or more hours per pay period shall accrue monthly and shall be computed and credited on the pro-rated basis of 96 hours for full-time employees per calendar year or 8 hours per month. Unused sick leave in excess of 240 hours for full-time employees, will not be further accumulated but will be

compensated (if allowable by the IRS/Plan document) at the current hourly rate, on a pre-tax basis into a Section 401(a) Pre-funded Retiree Health Insurance Individual Account. The employer additionally agrees to fund one percent (1%) of the gross employee earnings per pay period into the Section 401(a) account provided that the employee chooses an irrevocable 2% match option on a pre-tax payroll deduction into a Section 414(h) Deferred Compensation rider. A vesting schedule will be attached giving employees 20% vesting per year and at the end of the fifth (5th) year employees will be 100% vested on employers portion. Employees are always 100% vested on their portion.

Sick leave shall be available for use by full time employees in the bargaining unit for the following purposes:

(a) Acute personal illness or incapacity over which the employees have no reasonable control.

(b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employees attendance at work.

(c) Sick leave will be authorized when an employee is taken ill on the job.

(d) Hospitalization of Spouse or Child.

Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

Any employee who shall take sick leave from their duties shall not engage in any other employment or recreational activity and shall remain at their home during the time the employee was scheduled to be at work, unless prior permission was granted by the Sheriff or Undersheriff or from their doctor. Any visit to the pharmacy, doctor, hospital, or medical facility, for the purpose of obtaining medical treatment, advise, or assistance, is permitted. Misuse of sick leave by an employee may be grounds for disciplinary action. After three consecutive sick days, the employer may require a doctors release to return back to work. This clause shall not violate the Family Medical Leave Act (FMLA).

Employees, if requested, will be required and will submit a report from the doctor following a prolonged illness or injury indicating that he is physically able to do work available before he returns to active work.

If an employee, upon returning from vacation, can provide a doctor's certificate attesting to the fact that the individual was bedridden or hospitalized, then the vacation time will be changed to sick leave for the duration of the incapacity.

ARTICLE 30. FUNERAL LEAVE.

Full time employees will be granted, upon request, **thirty-six (36) hours**, of funeral leave, deducted from sick leave, (not including days off) for death of father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepbrother, stepsister, grandparents, grandchildren, or dependents living at home. For the death of a child, wife, or husband, the employee will be granted, upon request, **sixty (60) hours**, deducted from sick leave (not including days off).

ARTICLE 31. PERSONAL LEAVE.

Full time employees will be granted, upon request, twenty-four (24) hours, personal leave, after one (1) year of employment, **which will not be deducted from sick leave. Personal leave shall be taken in blocks of four (4) hours. Personal leave not used by December 31, of any year will be forfeited.**

ARTICLE 32. WORKING HOURS AND OVERTIME.

(a) **Any hours worked in excess of eighty (80) in a two week period shall be paid at a rate of time and one-half. Scheduled in-service/training shall be compensated at straight time rate in accordance with the Fair Labor Act (up to 86 hours in a 14 day period).**

(b) An employee reporting for call back time or court time duty shall be guaranteed at least two (2) hours pay and shall be paid time and one-half for all such hours actually worked.

(c) Overtime shall be on a rotating basis in an attempt to equalize overtime pay whenever possible.

(d) No person shall be scheduled for a double back shift without the agreement of the employee involved, except in cases of an emergency nature, as determined by the Sheriff.

ARTICLE 33. HOLIDAY PROVISIONS.

All probationary and regular full time employees, not scheduled to work, will be eligible to receive eight (8) hours holiday pay, for the following holidays:

Holidays included: New Years Day, President's Day (observed), Easter Sunday, Memorial Day (observed), Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, December 24th, and Christmas.

Full time employees, working on a holiday as established will be paid for each hour worked at time and one-half their regular rate plus the eight (8) hours holiday pay. Part-time employees regularly scheduled to work less than 64 hours per pay period working on a holiday as established in this Agreement will be paid for each hour worked at double their regular rate with no additional holiday pay.

Holidays that fall within an employee's vacation period will not be considered a part of a vacation and shall be taken by extending the vacation period. Or, the employee may make arrangements for a personal leave day with the approval of the Sheriff.

All employees prior to receiving holiday pay must work on the last and next scheduled working day unless on an approved absence.

ARTICLE 34. VACATION ELIGIBILITY.

All regular full time employees with one or more years of previous service shall be entitled to 40 hours vacation during the first year of this contract and be credited to the employee at signing of contract. Hereafter employees will receive vacation based on the following schedule as addressed in Article 36.

ARTICLE 35. VACATION PERIOD.

During the second year and after two years service they shall be entitled to 80 hours vacation. After three years service they shall be entitled to 80 hours vacation. After four years of service they shall be entitled to 80 hours. After five years service they shall be entitled to 120 hours.

→ Newly hired full time employees shall be entitled to 40 hours vacation after one year of service, 80 hours after two years of service, 80 hours after three years of service, and 80 hours after four years of service, and 120 after five years service.

In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days which have been accumulated to his credit, including those days earned but not yet credited. (On a prorated basis for the portion of year worked).

Vacation schedules will be worked out as far in advance as possible. To accomplish this, management will dedicate the month of January to accommodate employee's off-day changes as dictated by the December "sign-up".

Beginning February 1, management will call in full time employees, in the order of descending seniority and schedule their vacation requests according to availability. Management will then call in part-time employees regularly schedule to work 64 or more hours per pay period, in the order of descending seniority and schedule their vacation requests according to availability. Scheduling of vacations for the given year will conclude by February 28th.

After February 28th, unscheduled vacation days will be awarded according to availability by order of request. First consideration will be given to full day requests unless a partial day has been requested and approved on or before February 28th.

If the employee's schedule for the rest of the year changes after February 28th, the employee will have an opportunity to adjust their vacation schedule accordingly.

Once approved, vacations will not be rescinded, except in case of emergency.

Under special circumstances, up to **sixty-four (64) hours** of vacation for full-time employees, and up to **thirty-two (32) hours** of vacation for part-time employees regularly scheduled for 64 or more hours per pay period, may be allowed for carryover upon approval of the Sheriff or Undersheriff.

ARTICLE 36. PAY ADVANCE.

(a) If a regular pay day falls during an employee's vacation, he or she will receive his or her check in advance before going on vacation. Such checks however, must be requested a minimum of two weeks in advance. Should an employee change his or her vacation, he or she must notify the County Clerk's Office at least two weeks prior to leaving, if he or she still desires an advance payment.

(b) If an employee is laid off or retired, he will receive an unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) **Rate During Vacation.** Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 37. UNION BULLETIN BOARDS.

(a) The Employer will provide a space for a bulletin board which may be used by the Union for posting notices of the following types:

1. Notice of recreational and social events.
2. Notices of elections.
3. Notices of results of election.
4. Notices of meetings.

(b) A copy of notices will be forwarded to the Employer.

ARTICLE 38. RATES FOR NEW JOBS.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

ARTICLE 39. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 40. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 41. HOSPITALIZATION AND MEDICAL COVERAGE.

The Employer agrees to pay the full single person premium of hospitalization and medical coverage for each employee.

MEBS Point of Care LA PPO, Option Rx \$10.

Employees covered under another health insurance coverage may apply **\$140.00** per month towards the purchase of non-taxable fixed and/or variable

option program selected by the employee in lieu of health insurance. Any amount exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

ARTICLE 42. DENTAL AND VISION INSURANCE.

(a) The Employer shall pay the entire single person premium for a dental insurance program whereby fifty percent (50%) of the dental cost incurred by an employee will be paid for by the insurance carrier and the remaining fifty (50%) to be paid for by the employee (50/50 co-pay).

(b) Employer reserves the right to select a dental plan which it feels is the most cost effective.

(c) The Employer shall pay the full single person premium for the BC/BS 50/50 Vision Care Program.

ARTICLE 43. WORKER'S COMPENSATION.

Each employee will be covered by applicable Worker's Compensation Laws. Employees shall be entitled to their job when returning to work from Worker's Compensation or to a job which their seniority and qualifications entitles them.

ARTICLE 44. LIFE INSURANCE.

The Employer agrees to pay the full premium of term life insurance plan for each employee in the face value of \$10,000 while employed.

ARTICLE 45. UNIFORM ALLOWANCE.

All employees full time will be credited their \$500 uniform allowance on the first day of each fiscal year, with each employee receiving said amount in two installments. The first payment of \$250 to be paid directly to the employee on the first day of February each year, and if there is an outstanding balance owed by an employee to the County from the preceding year it shall be deducted prior to payment. The second payment being made of \$250 on the first day of August of each year. In the event an employee severs employment, he/she shall reimburse the County any amount of uniform allowance that was paid for those months remaining in the installment period.

The Employer agrees further that the clothing allowance may be used for cleaning purposes.

ARTICLE 46. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building. When overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee did not choose to work, will be charged the average number of overtime hours of the employees working during that call out period (2 hours minimum).

Overtime hours will be computed from January 1 through December 31 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

Persons scheduled to work who choose not to do so must notify the Sheriff at least two (2) hours in advance of his or her scheduled shift. Persons failing to do so will lose their overtime notification rights for a period of fourteen (14) days and be credited the hours he or she would have worked for that fourteen (14) day period had he retained his or her overtime notification rights in the first place, so as not to give the person involved any advantage over his or her fellow employees when being scheduled for additional overtime after his or her fourteen (14) day period of the loss of those rights expires.

ARTICLE 47. PAY PERIOD.

The pay period shall be bi-weekly.

ARTICLE 48. TRAVEL.

Employees required to travel for the county shall be paid in accordance with the current county policy.

ARTICLE 49. PENSION PROGRAM.

To the account of each regular full time employee, the employer agrees to fund six percent (6%) of the gross employee earnings per pay period into a Section 401(a) defined contribution individual retirement account (i.e. PERT, MEBS, or MERS defined contribution plan). To encourage employees to participate, the employer agrees to match individual pre-tax contributions into a Section 457 Deferred Compensation Program 50%/50%, up to an additional six percent total (three percent employee/three percent employer) for a total of 12% (9% employer into a Section 401(a) account and 3% employee into a Section 457 account). The

employee will have the option of providing additional unmatched pre-tax contributions to his individual Section 457 retirement account as authorized by the plan. A vesting schedule will be attached giving employees 20% vesting per year and at the end of the 5th year employees will be 100% vested on employers portion. Employees are always 100% vested on their portion.

To the account of each part-time employee regularly scheduled to work sixty-four hours or more per pay period, the employer agrees to fund three percent (3%) of the gross employee earnings per pay period into a section 401(a) defined contribution individual retirement account (i.e. VALIC defined contribution plan). To encourage employees to participate, the employer agrees to match individual pre-tax contributions into a Section 457 Deferred Compensation Program 50%/50% up to an additional six percent total (three percent employee/three percent employer) for a total of nine percent (6% employer into a Section 401(a) account and 3% employee into a section 457 account). The employee will have the option of providing additional pre-tax contributions to his individual 457 retirement account as authorized by the plan. A vesting schedule will be attached giving employees 20% vesting per year and at the end of the 5th year employees will be 100%-vested on the employers portion. Employees are always 100% vested on their portion.

ARTICLE 50. IN-SERVICE/TRAINING.

The Sheriff will provide an opportunity for employees to complete training required by the Michigan Sheriff's Training Council, as such is revised from time to time by the MSTC. This may include home study.

Accelerated training will be by mutual agreement between the individual and the Sheriff.

ARTICLE 51. DRUG TESTING

The County reserves the right to test both the new applicants and present employees as it deems necessary and appropriate, as allowed by state and federal laws.

ARTICLE 52. CLASSIFICATIONS AND WAGE RATES.

<u>Effective January 9, 2010.</u>	<u>Start</u>	<u>Aft 2,080 Hrs Pd</u>	<u>Aft 4 yr of Serv.</u>
Non-Certified Corrections Officer	\$10.67	\$11.70	\$11.99
Certified Corrections Officer	\$11.38	\$12.67	\$12.96

Wage Reopener in December 2010 and 2011.

In accordance with state law, for the purpose of this article, certified corrections officers previously hired and who have completed one hundred sixty (160) hours of in-service/training through December 31, 2005, shall be considered as "grandfathered certified" as corrections officers. Effective January 1, 2006, newly hired corrections officers must complete the training as specified by the State of Michigan.

Shifts to be backfilled as a result of training will be current temporary employees and will not count toward "Article 1. Recognition (Employees Covered)

ARTICLE 53. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect from the date of execution by all parties through **December 31, 2012.**

(a) If either party desires to terminate this Agreement, it shall, one hundred and twenty (120) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, it shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in such event the notice of amendment shall set forth the nature of the amendment or amendments desire. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer, addressed to the Iron County Board of Commissioners, care of the Iron County Clerk, 2 South Sixth Street, Crystal Falls, Michigan 49920, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

