

1884

**STATE OF MICHIGAN  
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICE  
EMPLOYEE RELATIONS COMMISSION**

In the Matter of Statutory Arbitration  
pursuant to PA 312 of 1969, being,  
MCLA 423,231 et seq. as amended  
between:

COUNTY OF IRON,

MERC CASE NO: L00 K-5008

Employer,

-and-

MICHIGAN COUNCIL 25, AFSCME,

Union.

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**ACT 312 OPINION AND ORDERS**

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APPEARANCES

PANEL

Mark J. Glazer, Chairman  
Steven K. Girard, Employer Delegate  
Peter Donpierre, Union Delegate

FOR THE EMPLOYER

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STATE OF MICHIGAN  
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICE  
EMPLOYEE RELATIONS COMMISSION  
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## BACKGROUND

An Act 312 Petition was filed on April 20, 2001, by the sheriffs' deputies and sergeants. A pre-hearing conference was held on July 16, 2001, at which time the case was remanded for mediation. An arbitration hearing was held on October 22, 2001. The parties have waived all time limits, including the time for the completion of the case and the preparation of the award by the chairman.

The panel is to apply the provisions of Section 9 of Act 312. Pursuant to City of Detroit v DPOA, 408 Mich 410, 482, the panel need not afford equal weight to all factors. The Section 9 criteria are:

Sec. 9. Where there is no agreement between the parties or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions, and order upon the following factors, as applicable.

- (a) The lawful authority of the employer,
- (b) Stipulations of the parties,
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs,
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

There are seven matters at issue. They are:

- 1. Contract term
- 2. Wages
- 3. Retroactivity of Wages
- 4. Insurance Plan
- 5. Insurance Premium Employee Co-Pay
- 6. Prescription Co-Pay
- 7. Pay In Lieu of Insurance

The last best offers of the parties are attached to this award.

### COMPARABILITY

Pursuant to Section 9(d) of Act 312, the comparable communities must be identified. The Union has submitted the following: Ontonagan County, Houghton County, Gogebic County, Baraga County, Menominee County, and from the Lower Peninsula, Lake County. The Employer proposes the following Upper Peninsula counties: Alger County, Baraga County, Gogebic County, Luce County, Mackinac County, Ontonagan County and Schoolcraft County. The parties agree on Baraga County, Gogebic County and Ontonagan County as comparables.

Lake County from the Union's proposed list should be rejected because it is located in the Lower Peninsula, and is therefore in an entirely different labor market. Of the remaining Union proposed comparables, there is insufficient data to determine their appropriateness. Further, there is nothing on the record to support that the proposed Union comparables are sufficiently comparable to Iron County. Therefore, only the three consensus counties are appropriately considered from the Union group.

Turning to the Employer, it offers counties within 1/2 to 1 1/2 times the population of Iron County. Mackinac County would seem to be problematic: it is considerably outside of Iron County's geographic area and labor market, and its SEV is considerably different than Iron County's. It therefore should be rejected.

Schoolcraft County is closer in SEV to Iron County, but it is still a considerable distance to the east, which could be a labor market factor. Alger County is also to the east, but seems to match up reasonably well on SEV and household income. Luce County is also considerably to the east. Additionally, it has 1/2 of the SEV of Iron County.

I am persuaded that for purposes of this Act 312 proceeding that it hasn't been sufficiently established that the list of comparables should be expanded beyond that of the consensus. Therefore, the comparables are Baraga County, Gogebic County and Ontonagan County.

# I

## TERM OF CONTRACT

Both the County and the Union propose a three year contract from January 1, 2000 until December 31, 2003. Consequently, the last best offers of both parties should be adopted.

## II

### WAGES

Current wages are as follows:

Senior Sergeant	\$14.18
Sergeant	\$13.96
Deputy Sheriff	\$13.83
CDO	\$11.08

The Union seeks to increase these wages by an average of 3.25% over each of the three years of the contract. The County proposes to increase wages by 3% in each of the three years. For a sergeant, this represents a difference of 3¢ an hour in the first year, 7¢ in the second year, and 12¢ in the third year.

The other Iron County employees received 3% over each of the three years. The average wage of the comparables (Baraga, Gogebic and Ontonagan) for a deputy in 2001 is \$13.98. This is 26¢ an hour less than the Employer's proposal. The CPI is less than either the Employer's or the Union's proposals.

The Union argues that the current base wage for a deputy of \$28,276.00 is insufficient to support a household. It further notes that Crystal Falls officers make \$2.16 more an hour than deputies.

The Employer argues that the Union's last best offer is excessive in light of the low wage scales within the County, and because the comparables would not justify an increase as sought by the Union. The County's recent financial problems are also cited.

## DISCUSSION OF WAGES

Internal comparability represented by the other county employees would favor the Employer's 3% offer, which is what the other County employees received. External comparability and the cost of living would also favor the Employer.

However, Section 9(f) of Act 312 requires a consideration of medical and other benefits, and the overall compensation received by employees. The payment of the Union's last best offer on wages represents the necessary predicate for the granting of a portion of the Employer's position on medical insurance. This will be discussed in detail as part of that discussion and is fully incorporated as the reason for awarding the Union's last best offer on wages.

### III

## RETROACTIVITY OF WAGES

The Union proposes that wages be retroactive to the first day of the contract, which is January 1, 2001. The Employer asks that wages be retroactive only to the date of the Act 312 award.

The County argues that it has paid all the health care coverage under the old plan to date, while other County employees have been sharing the costs under that plan. Fairness and equity is said to require that retroactivity of wages be limited. It is asserted by the Union that deputies would unfairly lose at least one year of their wage increases under the County's last best offer. The Union also argues that deputies have not received an increase since the year 2000.

## DISCUSSION OF RETROACTIVITY

There isn't any internal or external comparability to support the omission of retroactivity. Further, under statutory criteria 9(h), it is customary in labor relations to pay retroactivity once a contract is settled. Finally, as will be discussed in the next section, the County's gains in health care

require that retroactivity in wages be paid. Therefore, the Union's last best offer on retroactivity should be awarded.

### HEALTH CARE

This is the crucial issue in this arbitration proceeding. The Union seeks to reduce the employee's payment for prescriptions from \$15.00 to \$10.00, and to otherwise continue full payment of health care by the Employer. The County's proposal would add a \$100.00 per person and \$200.00 per family annual deductible and a \$15/30 prescription drug rider. The Employer's proposal would also require deputies to absorb 50% of premium increases over 10% in a year. The expected increase starting in July of 2002 is 14.3%. The County also proposes to pay employees \$140.00 per month in lieu of the insurance benefit. The current amount is \$130.00 per month, which is the Union's proposal. Finally, the Employer's plan would provide for \$21.00 per month to be contributed to a Section 125 plan for use to offset costs under the new plan.

The Employer's proposal has been accepted by the other County employees. Iron County believes that the rapid increase in health care costs and internal comparability require that its offer be accepted. It emphasizes that another Upper Peninsula county has the premium sharing that is proposed in this matter and it is further argued that it is imperative that all employees be part of the same plan. The Employer also notes that Baraga County has a \$275.00 deductible.

The Union asserts that the County has the ability to pay for the current health care plan. It further argues that external comparability supports the full payment of health care benefits. The Union maintains that its deputies must receive full payment of health care benefits as part of their overall compensation.

#### IV

##### TYPE OF INSURANCE PLAN AND DEDUCTIBLE

The Employer's proposed insurance plan appears to provide commensurate coverage to the Union's, so there is no reason not to accept the Employer's plan. By doing so, the Employer can possibly enjoy economies of scale and reduced administrative costs by having all of its employees under the same plan.

The initial concern is the Employer's request for a deductible. Again, this does not represent a problem. The Employer is offering to contribute \$21.00 per month to a Section 125 plan. This would offset a deductible of either \$100.00 per person or \$200.00 per family.

Moreover, as I noted in my discussion of wages, the Union's 3.25% increase is only justified if the Employer achieves a gain in health care. The additional .25% should be seen, in part, as an offset against the deductible.

Therefore, the Employer's health care plan and the \$100/200 deductible should be adopted.

#### V

##### INSURANCE PREMIUM CO-PAYS

The Employer seeks participation by the deputies if there are premium increases that exceed 10%. The deputies would then be responsible for 50% of the increases over 10%. The County contends that it needs protection from the extreme recent increases in health care costs; further, it is asserted that premium sharing would encourage employees to conserve health care expenses.

Internal comparability would support the Employer's plan, since the other County employees opted for the premium sharing. However, it was not established on the record that there was a basis



for extracting a health care give-back from the deputies, especially since the external comparables do not require the Employer's premium sharing.

It is in the interest and welfare of the public under Section 9(c) for the deputies to be concerned about excessive health care cost increases. This could also impact on the County's ability to pay, if the increases were excessive. As a result, the premium sharing plan should be adopted

However, the deputies should not be forced into a serious give-back of compensation. The Employer has agreed that 3% is a proper increase in wages; yet, if deputies are forced to make substantial payments for health care, they will not receive a 3% increase. Protection against an unreasonable give-back is provided by the \$21.00 per month and the additional .25% in salary. When these payments are considered, the Employer's plan becomes acceptable.

If in July of 2002 health care costs increase 14.3% as expected, a deputy will be responsible for 2.15% of the increase. The base costs for a family's insurance is \$672.75, which means that a deputy will pay \$14.46 per month out-of-pocket for health care, or \$173.00 year. However, there will be some offset based upon part of the \$21.00 per month stipend. More importantly, the additional .25% of salary will provide an offset. A witness in the arbitration proceeding, Deputy Cross, earned \$34,935.00 in the year 2000. The additional .25% will approximately add \$87.00 to his 2001 income and \$90.00 in 2002 for a total of \$177.00. This will completely offset the premium sharing.

When the additional .25% in wages is considered with the premium sharing, a degree of equity is achieved. The Employer obtains the participation of deputies in the control of health care costs. The deputies are able to avoid being out of pocket for the increases. As a result, the

Employer's last best offer should be accepted.

## VI

### PRESCRIPTION CO-PAYS

The Employer proposes to increase drug co-pays for deputies to \$15/30. This has been accepted by other County employees. The Union asks that drug co-pays be reduced from \$15.00 to \$10.00.

The Employer argues that the increases in co-pays will encourage deputies to be judicious in their use of the highly expensive drug coverage. It also points to internal comparability.

The Union argues that external comparability supports its offer. The Union also contends that the Employer is well able to afford the Union's offer.

### DISCUSSION

The external comparables favor a \$10.00 co-pay as sought by the Union. Further, an increase to the Employer's position could result in a give-back by deputies, after they pay their share of the deductible and their share of premium increases. As previously indicated, a real 3% increase in wages is justified, with a .25% used toward health care costs. An increase in the premium co-pay could improperly erode the deputies' 3% increase. The improvement that the Union will receive in premium co-pays will mitigate any potential costs not otherwise protected by the .25% increase for the monthly stipend.

Therefore, the Union's last best offer on prescription co-pays should be adopted.

## VII

### PAY IN LIEU OF INSURANCE

The Employer offers an increase in the incentive for deputies not to use insurance from \$130.00 to \$140.00. The Union would not require this increase.

There isn't any reason to avoid the increased incentive, which could result in a beneficial situation for both the deputies and the County. As a result, the Employer's last best offer should be adopted.

### SUMMARY

Section 9(h) of Act 312 provides for a consideration of factors that normally occur during collective bargaining. The orders provided in this proceeding will allow the Employer to have its insurance plan, and protection against catastrophic increases in premiums. It will also provide an incentive for deputies to control costs. The orders, however, will also provide deputies with protection against an erosion of their 3% increase, since that increase is justified. Consequently, the orders create a result that is consistent with collective bargaining.



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Mark J. Glazer  
Chairperson


April 5, 2002

**ORDER**

**TERM OF CONTRACT**

The last best offers of the Employer and the Union are adopted by the panel, since they are both the same.

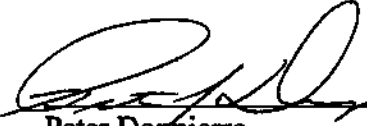
Dated: 4.23.02

  
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Mark J. Glazer  
Neutral Chairperson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven K. Girard  
Employer Delegate

Dated: 4/15/02

  
\_\_\_\_\_  
Peter Donpierre  
Union Delegate

**ORDER**

**WAGES**

The panel adopts the last best offer of the Union on wages.

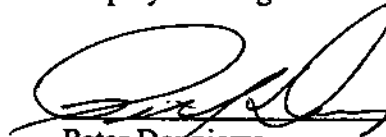
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Mark J. Glazer  
Neutral Chairperson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven K. Girard  
Employer Delegate/Dissents

Dated: 4/15/02

  
\_\_\_\_\_  
Peter Donpierre  
Union Delegate

**ORDER**

**RETROACTIVITY OF WAGE INCREASES**

The panel adopts the last best offer of the Union on the retroactivity of wage increases.

Dated: 4.23.02

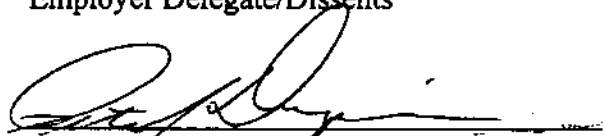


Mark J. Glazer  
Neutral Chairperson

Dated: \_\_\_\_\_

Steven K. Girard  
Employer Delegate/Dissents

Dated: 4/15/02



Peter Donpierre  
Union Delegate

TYPE OF INSURANCE PLAN

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The panel adopts the last best offer of the Employer on the type of insurance plan.

Dated: 4.23.02



Mark J. Glazer  
Neutral Chairperson

Dated: \_\_\_\_\_

Steven K. Girard  
Employer Delegate

Dated: 4-15-02




Peter Dupierre  
Union Delegate/Dissents

**ORDER**

INSURANCE PREMIUM CO-PAY

The panel adopts the last best offer of the Employer on insurance premium employee co-pay.


Dated: 4.23.02

  
\_\_\_\_\_  
Mark J. Glazer  
Neutral Chairperson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven K. Girard  
Employer Delegate

Dated: 4/15/02

  
\_\_\_\_\_  
Peter Donpierre  
Union Delegate/Dissents



ORDER

PRESCRIPTION CO-PAY

The panel adopts the last best offer of the Union on prescription co-pay.

Dated:

4.23.02



Mark J. Glazer  
Neutral Chairperson

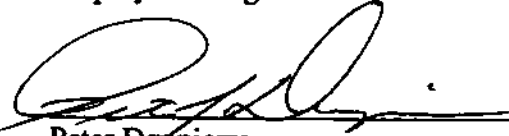
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\_\_\_\_\_

Steven K. Girard  
Employer Delegate/Dissents

Dated:

4/15/02




Peter Donpierre  
Union Delegate

**ORDER**

PAY IN LIEU OF INSURANCE

The panel adopts the last best offer of the Employer on pay in lieu of insurance.

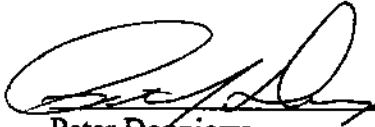
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Mark J. Glazer  
Neutral Chairperson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven K. Girard  
Employer Delegate

Dated: 4/15/02

  
\_\_\_\_\_  
Peter Donpierre  
Union Delegate

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
ACT 312 ARBITRATION

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MICHIGAN AFSCME, COUNCIL 25,

Arbitrator Mark Glazer

Petitioner/Union,

MERC Case No. L00 K-5008

-and-

IRON COUNTY BOARD OF  
COMMISSIONERS,

EMPLOYER'S LAST BEST  
OFFERS OF SETTLEMENT

Respondent/Employer.

---

The Iron County Board of Commissioners, ("Employer") submits the following as its last best offers of settlement regarding the issues in dispute:

1. Wages

The Employer's last best offer of settlement on this issue is to modify **Article 54, CLASSIFICATIONS AND WAGE RATES** as follows: A) Effective January 1, 2001, each employee shall receive a raise of three percent (3%) of the employee's hourly wage. B) Effective January 1, 2002, each employee shall receive an increase of three percent (3%) of the employee's hourly wage. C) Effective January 1, 2003, each employee shall receive an increase of three percent (3%) of the employee's hourly wage.

The Employer asserts that the remainder of Article 54 shall remain as is with the exception of the language regarding the December 31, 1998, Reopener which should be deleted.

## 2. Retroactivity of Wage Increase

The Employer's last best offer of settlement on this issue is that any wage increase granted by this Arbitrator be effective *upon the date of the Act 312 Award*. No retroactivity.

## 3. Insurance Plan

The Employer's last best offer of settlement on this issue is to delete current Article 43 and Article 44 (as well as Item #3 in the parties Letter of Agreement dated March 30, 2000) and replace with the following:

### **Article 43. HOSPITALIZATION, DENTAL AND VISION INSURANCE**

During the term of this Agreement the County will provide the following plan: MEBS POINT OF CARE (POC) LA PPO Option 1 (\$100/\$200 FED, \$15/\$30 NPA (high), dental, VSP 12, life. The Employer reserves the right to select another carrier provided benefits remain comparable to those provided above.

## 4. Insurance Premium Employee Co-Pay

The Employer's last best offer of settlement on this issue is to delete Article 43 and Article 44 and add the following to new Article 43  
**HOSPITALIZATION, DENTAL AND VISION INSURANCE:**

The County agrees to pay the full premium of dental and vision insurance for each full time employee.

Effective [date of Act 312 award] the base health/hospitalization insurance amount to be paid to the insurance carrier by the County for each full time employee is an amount up to the following:

Single            \$274.61

Two Person    \$570.97

Family            \$672.75

Commencing July 1, 2002, the above first year base will be increased by ten percent (10%), and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base, plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the County.

Commencing July 1, 2003, the above second year base will be increased by ten percent (10%) and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base plus the ten percent (10%) increase, the additional amount will be split on a 50/50 basis, that is fifty percent (50%) of the additional premium will be paid by the employee and fifty percent (50%) of the additional premium will be paid by the County.

In the event the premiums exceed the capped amounts, the parties agree to reopen to discuss health insurance alternatives immediately.

The employee's share of the monthly premium will be withdrawn through payroll deduction.

In addition to the above-referenced coverage, the Employer agrees to contribute \$21.00 per month (per employee choosing the above insurance) into a Section 125 Plan.

#### **5. Prescription Co-Pay**

The Employer's last best offer of settlement on this issue is to delete the language in Article 43 (as well as Item #3 in the parties' Letter of Agreement dated March 30, 2000) and replace with the following:

RX \$15/\$30 NPA (high).

6. Pay in Lieu of Insurance

The Employer's last best offer of settlement on this issue is to add the following paragraph to the new Article 43 HOSPITALIZATION, DENTAL AND VISION INSURANCE:

Employees who are covered under another health plan may, in lieu of health insurance, receive one hundred forty dollars (\$140.00) per month towards the purchase of non-taxable fixed and/or variable option programs selected by the employee. Employees may, through payroll deduction, elect to contribute additional amounts to such program.

Respectfully submitted,

NANTZ, LITOWICH, SMITH & GIRARD  
Attorneys for Employer/Respondent

Dated: November 29, 2001

By:   
Steven K. Girard (P-40222)

Business Address & Telephone:  
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2025 East Beltline, S.E.  
Grand Rapids, Michigan 49546-7671  
(616) 977-0077

**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF IRON**  
**AND**  
**THE IRON COUNTY SHERIFF'S**  
**DEPARTMENT EMPLOYEES' CHAPTER**  
**OF LOCAL #1424**  
**MICHIGAN COUNCIL #25, AFSCME,**  
**AFL-CIO**

Effective: January 1, 2001  
Expiration: December 31, 2003  
Reopener: October 31, 2003

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STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
DIVISION OF REVENUE

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## **AGREEMENT**

This Agreement entered into on this first day of January, 2001, between the County of Iron, a municipal corporation of the State of Michigan, (hereinafter referred to as the "EMPLOYER") and the Iron County Sheriff's Department Employees' Chapter of Local #1424, affiliated with the International Union of the 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 the employees of the Employer included in the bargaining units described below:

(b) *All full time deputies, sergeants, captain and lieutenant, excluding the Sheriff, Undersheriff, all part-time corrections officers, kitchen employees, temporary and part-time employees.*

(c) A part-time employee is defined as an employee who is regularly scheduled to work thirty-two (32) hours or less per week.

(d) A temporary employee is defined as an employee hired to augment the work force seasonally or during periods of peak workload

or to replace regular full time employees who are on leave of absence. Temporary employees replacing employees who are on leave of absence shall not be eligible for union membership. In the event any other temporary employee works more than 1664 straight hours in one (1) year, the position occupied by the employee shall be considered a regular full time position and shall be subject to the job posting and bidding provisions of this Agreement. Should a regular full time position filled by a temporary employee as a result of a leave of absence become vacant through the resignation or failure of the employee on leave of absence to return, such position shall be subject to the job posting and bidding provisions of this Agreement. In the event the position is awarded to an incumbent temporary employee, said employee shall be eligible to become a member of the Union and rank for seniority purposes based on the cumulative total of actual working days starting from date of original hire.

## **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 provision 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 become 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 one hundred twenty-two (122) 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 this 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 one hundred twenty-second (122nd) day following the beginning of their employment in the unit.

#### **ARTICLE 6. DUES CHECK OFF.**

(a) The Employer agrees to deducted 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 during 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 provided 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 Sections 5, 6, and 7 of this Agreement and Exhibit A.

#### **ARTICLE 10. UNION REPRESENTATION.**

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

#### **ARTICLE 11. STEWARDS AND ALTERNATE STEWARDS.**

(a) The employees of the Sheriff's Department shall be represented by one (1) steward who shall be a regular working employee.

(b) The stewards, without loss of time or pay, during the last half hour of employment, or at a mutually agreeable time, shall investigate with permission of the Supervisor and present grievances to the Employer.

## **ARTICLE 12. 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 13. GRIEVANCE PROCEDURE.**

(a) The term grievance shall mean an allegation that a breach, misinterpretation, or improper application of this agreement has occurred. It is the intent of the parties to this agreement that the grievance procedure set forth shall serve as the sole means for the peaceable settlement of all grievances that may arise between the concerning the application and interpretation of this agreement or conditions of employment, without any interruption or disturbances of any sort whatsoever in the normal operations of the Employer. Employees are required to follow and use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonably possible without interruption of work; but in any event the grievance, in order to become the basis for a claim must be presented within ten (10) calendar days after the employee knew or should have known if he exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based.

STEP 1: The grievance shall be presented to the Sheriff or Undersheriff within ten (10) calendar days after the employee knew or should have known that the cause of the grievance has occurred. Step 1 grievances may be discussed with the employee's immediate

supervisor during working hours by the aggrieved employee and his steward, if desired. If the grievance is not resolved at this meeting, it may be presented in writing and appealed to Step 2 of the grievance procedure.

STEP 2: (a) Grievances not adjusted by the Sheriff or Undersheriff shall be reduced to writing and shall be dated and signed by the employee involved. The written grievance shall, within the employee's first ten (10) calendar days after answer in Step 1 above, be presented by either the employee and his steward, if desired, to the Sheriff or Undersheriff, for written, signed disposition. If such presentation is made by the Steward, he shall countersign the grievance. A meeting between representatives of the Union, the Sheriff, and the County Board shall be arranged to discuss the grievance, immediately following submission of the written grievance. Both the Sheriff and the County Board of Commissioners, or its designated representative, shall furnish a written signed disposition to the employee and his Steward within the first ten (10) calendar days after such written grievance is presented.

STEP 3: (a) If the grievance remains unsettled, and the Union wishes to carry it further, the Steward shall refer the matter to Council #25.

(b) In the event that Council #25 wishes to carry the matter further, it shall, within fifteen (15) calendar days after answer to Step 2, meet with the Sheriff and the County Board of Commissioners or its designated representatives, for the purpose of attempting to resolve the dispute. If the dispute remains unsettled, and the Council wishes to carry the matter further, the Council shall file within thirty (30) calendar days a demand for arbitration. If the parties fail to agree to an arbitrator, an arbitrator will be selected by the American Arbitration Association. In the event of disagreement between the Sheriff and the County Board of Commissioners or its designated representative, the grievance shall be deemed denied.

(c) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

(d) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make copies available without charge to the other party and to the arbitrator.



(e) If the Sheriff or his designated representative fails to tender a disposition within the time limits established herein, the grievance shall be settled in accordance with the grievant's last demand.

(f) Any grievance not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.

#### **ARTICLE 14. 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, unless overtime was involved.

#### **ARTICLE 15. DISCHARGE OR SUSPENSION.**

(a) Discharge or suspension of any employee will automatically be referred to special conference. Such special conference shall be held within five (5) working days from the date of discharge or suspension. Disposition of conference shall be issued in writing.

REPRIMANDS: Any subject matter which could be construed as detrimental to an employee's future promotion, transfer, present or future employment, such employee shall be notified in writing with a copy mailed to the Chief Steward.

(b) If the results of the special conference is not satisfactory, the discharge or discipline shall be submitted to the third step of the grievance procedure. In imposing any discharge or discipline, the Employer shall not take into account any infraction over two (2) years past.

#### **ARTICLE 16. SENIORITY. Probationary Employees.**

(a) New employees hired in the unit shall be considered as probationary employees for the first one hundred twenty-two (122) calendar days of their employment. The one hundred twenty-two (122) calendar days probationary period shall be accumulated within not more than one year. When an employee finishes the probationary period, by accumulating one hundred twenty-two (122) calendar days of employment within not more than one year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day one hundred twenty-two (122) days prior to the day he completes the probationary period.

(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.

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

#### **ARTICLE 17. SENIORITY LISTS.**

(a) Seniority shall not be affected by the 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 18. 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 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) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) If he is laid off for more than eighteen (18) months.

#### **ARTICLE 19. SHIFT PREFERENCE.**

Shift preference will be granted on the basis of seniority within the unit.

#### **ARTICLE 20. 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 21. 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 22. 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 23. 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 16(c), 20, and 21. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved, it shall then be subject to the final step of the grievance appeal board.

(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 24. RECALL PROCEDURE.**

(a) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 16(c), 20, and 21. 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 25. PROMOTIONS AND VACANCIES.**

(a) All promotions and vacancies within the bargaining unit shall be made on the basis of seniority and qualifications. Such positions will be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven calendar day posting period. The senior employee applying for the promotion or vacancy who meets the minimum requirements shall be granted a four-week trial period to determine his ability to perform the job and his desire to remain on the job. In the event the senior applicant is denied the position, reasons for denial shall be given in writing to such employees' Steward; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) During the four week trial period, the employee shall have the opportunity to revert back to his former classification if the employee is unsatisfactory in the new position. Notice and reasons shall be submitted to the Union in writing by the Employer. The matter may then become a proper subject for the grievance procedure.

(c) During the trial period employees will receive the rate of pay of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification for hours performed at said higher classification.

## **ARTICLE 26. 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 one hundred twenty-two (122) days.

## **ARTICLE 27. VETERANS LAW.**

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

## **ARTICLE 28. 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 if the normal limit.

## **ARTICLE 29. 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.

## **ARTICLE 30. 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 term 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 31. SICK LEAVE.**

(a) All members covered by this Agreement shall accumulate one sick leave day per month or twelve days per year with total maximum of one hundred twenty sick days accumulation. One-half of all unused sick leave days will be paid upon severance of employment with the Employer and upon death of an employee one-half of the unused sick leave will be paid at the prevailing rate to the employee's beneficiary. The County Administrator's Office shall issue to each employee a statement of his accumulated sick leave through December 31st of each year in the first week of January of the following year. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and

will be construed as days worked specifically. For those employees who have previously accumulated one hundred twenty (120) sick days, there shall be no deductions therefrom unless more than twelve (12) sick days are taken in a calendar year.

(b) An employee desiring to be absent from work for good cause shall notify the Sheriff or designee of such desire, and the reason therefore before the end of the previous day, if possible, and in any event, not more than one (1) hour after the beginning of the next work day, except in cases of an emergency beyond his control and in such cases, as soon as possible. Absence shall be excused by the Sheriff, but the Sheriff may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, in cases of more than three (3) consecutive days or if a documented pattern of alleged abuse is shown.

After an absence of five or more consecutive working days, an employee may be required to furnish a physician's certificate as to his fitness to return to work.

(c) Sick leave may not be used to cover the absence of any employee for any other reason than those involving his or her own sickness, or the sickness of his or her spouse, children, and dependent members of the employee's immediate household.

#### **ARTICLE 32. FUNERAL LEAVE.**

An employee shall be allowed three (3) working days as funeral leave days not be deducted from sick leave for a death in the immediate family. For the purpose of this Section, immediate family shall be defined as: mother, father, brother, sister, spouse, son or daughter, mother-in-law, father-in-law, grandparents, step-parents, and grandchildren. (Spouses family shall be same as above.) Any employee selected to be a pall bearer for a deceased employee will be allowed one funeral leave day with pay, not to be deducted from sick leave. The Local Unit Chairperson or his representative shall be allowed one funeral leave day in the event of a death of a member of the Union who is a member of the Local for the exclusive purpose of attending the funeral.

An additional two (2) days may be granted for funeral involving immediate household family members at the discretion of the Sheriff. Such leave will be deducted from the employee's earned sick leave.

### **ARTICLE 33. PERSONAL LEAVE.**

Up to three (3) days per year will be granted to each full time employee (except new hires) which may be used for personal leave. These days are non-accumulative and not deducted from employee's sick leave accumulation. New full time hires will be awarded a prorated portion of the three (3) days they would have earned had they worked for the full calendar year in which they were hired, based on the number of hours they are expected to work prior to December 31<sup>st</sup> of the calendar year in which they are hired, being divided by the number of hours they would have worked, if they had worked a full calendar year in which they were hired (usually 2,080).

### **ARTICLE 34. WORKING HOURS. Shift Premium and Overtime.**

(a) Employees who work on the afternoon or midnight shift shall receive in addition to their regular pay for the pay period, ten cents (\$.10) per hour and fifteen cents (\$.15) per hour respectively.

(b) The day shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The afternoon shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The midnight shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

(c) All employees are expected to be in proper attire and prepared to commence work at the proper station at their scheduled starting time.

(d) Employees shall be guaranteed a minimum of an eight (8) hour shift or more, as scheduled. Any hours worked other than the scheduled shift will be at the rate of time and one-half.

(e) Time and one-half, in addition to holiday pay shall be paid for all hours worked on holidays.

(f) An employee reporting for call back time or court time duty shall be guaranteed at least four (4) hours pay and shall be paid time and one-half for all of such hours actually worked.

(g) Overtime will be a rotating basis in an attempt to equalize overtime pay whenever possible.



(h) All paid leave time and overtime shall be paid a rate for the shift that would have been or was worked.

(i) Employees shall have an option to take compensatory time in lieu of wages. Compensatory time shall be at the rate of time and one-half. Employees shall be required to give a twenty-four (24) hour notice. Maximum awarded shall be forty (40) hours per year. Compensatory time must be taken considering the efficient operation of the Department. Compensatory time cannot be carried over to the next year and will be paid by December 31st of each year.

(j) No persons will be scheduled for double back shift without the agreement of the employee involved except in cases of an emergency nature, as determined by the Sheriff.

#### **ARTICLE 35. HOLIDAY PROVISIONS.**

(a) The paid holidays are designed as New Year's Day, Washington's Birthday (February 22), Good Friday, Memorial Day (May 30), Easter Sunday, Fourth of July, Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day, the Day After Thanksgiving, the Day Before Christmas, Christmas Day, and New Years Eve. Employees shall receive eight (8) hours pay plus time and one-half in addition to their regular pay if they are required to work any of the above-mentioned regular holidays.

(b) All employees prior to receiving holiday pay must work on the last and next scheduled working day.

#### **ARTICLE 36. VACATION ELIGIBILITY.**

(a) After completion of probationary period and six (6) months of service, the employee shall receive five (5) working days of vacation, plus after one (1) year of service an additional five (5) working days of vacation computed from and after the initial date of his employment.

(b) After two (2) years of service the employee shall receive ten (10) working days of vacation computed from and after the initial date of his employment.

(c) After five (5) years of service the employee shall receive fifteen (15) working days of vacation computed from and after the initial date of his employment.

(d) After ten (10) years of service, the employee shall receive twenty (20) working days of vacation computed from and after the initial date of his employment.

(e) After fifteen (15) years of service, the employee shall receive one (1) working day of vacation per year of service up to and including a maximum of twenty-five (25) days of vacation computed from and after the initial date of his employment.

#### **ARTICLE 37. VACATION PERIOD.**

(a) Vacations will be granted during each year in accordance with Article 36. An employee wishing to schedule a vacation should request same in writing at least thirty (30) days in advance; the Sheriff shall respond within five (5) working days. Conflicting requests are to be resolved on the basis of seniority. In approving vacations the Sheriff shall consider the employee's request and the operational needs of the Department.

(b) The time and duration of all vacations will be subject to the Sheriff's approval.

(c) When a holiday is observed by the Employer during a scheduled vacation, the employee will be entitled to vacation pay for said holiday.

(d) A vacation may not be waived by an employee and extra pay received for work during that period, unless mutually agreed upon by Employer and employee.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continued through the year, he will be awarded payments in lieu of vacation.

(f) After completing one (1) year of service, an employee may carry over up to ten (10) days vacation.

#### **ARTICLE 38. 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 39. 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 40. 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 41. 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 42. 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 43. HOSPITALIZATION AND MEDICAL COVERAGE.**

The Employer agrees to pay the full premium of hospitalization and medical coverage for each employee and his/her immediate family, the level of coverage shall be as described below:

Blue Cross/Blue Shield Community Blues PPO, Option 1, Rx \$10.

Provided benefit levels remain the same, the employer reserves the right to seek alternate carriers during the term of the agreement. Additionally, the employer may self insure portions of the described plan. Prior to changing carriers, the employer shall meet with the union to discuss the changes.

Employees covered under another health insurance coverage may apply one hundred thirty dollars (\$130.00) month towards the purchase of non-taxable fixed and/or variable option program selected by the employee in lieu of health insurance. If a husband and wife are employed by the County of Iron only one of them may elect health insurance coverage; the other may not elect the options noted. 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 44. DENTAL AND VISION INSURANCE.**

(a) The Employer shall pay the entire premium for a dental insurance program whereby fifty percent (50%) of the dental cost incurred by an employee or his family will be paid for by the insurance carrier and the remaining fifty percent (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 Employee shall pay the full premium for the BC/BS 50/50 Vision Care Program. Employees who do not wish to participate in vision coverage may opt out. Such employees may choose to re-enroll during the open enrollment period established by the carrier each year.

#### **ARTICLE 45. 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 entitles them.

#### **ARTICLE 46. 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 47. UNIFORM ALLOWANCE.**

(a) All employees will be credited their \$600 uniform allowance effective on the first day of each fiscal year, with each employee receiving said amount in two installments. The first payment of three hundred dollars (\$300) to be paid directly to the employee on the first day of February each year, and if there is any 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 three hundred dollars (\$300) on the first day of August 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. Each month equates to fifty dollars (\$50) of uniform allowance. In addition the Employer shall provide up to but not exceeding one hundred forty dollars (\$140) toward the purchase of original uniforms upon an employee's successful completion of the aforementioned one hundred twenty two (122) day probationary period.

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

#### **ARTICLE 48. 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 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).

Should the above method provided to be unsatisfactory, the parties agree to met ninety (90) days from the effective date of this Agreement to work out a solution.

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 49. PAY PERIOD.**

The pay period shall be bi-weekly.

#### **ARTICLE 50. PHYSICAL EXAMINATIONS.**

If an employee is absent from work for prolonged illness or disability, he shall furnish to the County a doctor's certificate showing that he is physically fit to resume his usual occupation. The County shall pay the costs not covered by the individual employee's health insurance plan for all employees required to have a physical exam in accordance with required State and Federal Laws.

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

## **ARTICLE 51. PENSION PROGRAM.**

The Employer agrees to continue the pension program for the employees, i.e, MERS Plan B-3 with a V-6 vestment period and F55/15 rider.

## **ARTICLE 52. LONGEVITY.**

Effective January 1, 1994 the following longevity program became effective:

5 through 10 years of service..... \$60 per year  
11 years of service and each year thereafter.....\$120 per year

If hired after January 1, 1995 longevity shall be as follows:

5 through 10 years of service..... \$30 per year  
11 years of service and each year thereafter..... \$60 per year

Longevity bonus shall be paid on the first pay period of December, and any employee reaching that step prior to December first shall receive the pay of his step as of December first that year. Upon termination or severance, all longevity bonus pay shall be computed on a pro rata basis.

## **ARTICLE 53. BULLET PROOF VESTS.**

Employees are required to wear their bullet proof vests at the discretion of the Sheriff. Vests will be inspected once a year, and replaced and/or repaired as determined by the Sheriff and the Law Enforcement Committee.

## **ARTICLE 54. CLASSIFICATIONS AND WAGE RATES.**

<u>Position</u>	<u>Effective</u> <u>Jan. 1, 2001</u>	<u>Effective</u> <u>Jan. 1, 2002</u>	<u>Effective</u> <u>Jan. 1, 2003</u>
Senior Sergeant	\$14.64	\$15.12	\$15.61
Sergeant	14.41	14.88	15.37
Deputy Sheriff	14.28	14.64	15.11
CDO	11.44	11.81	12.20

Probationary rate shall be \$300.00 per year less than the rate of the classification.

**ARTICLE 55. TERMINATION AND MODIFICATION.**

This Agreement shall continue in full force and effect retroactively from January 1, 2001 to December 31, 2003. All wages shall be retroactive to January 1, 2001.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) 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 Iron County Board of Commissioners, 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.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## APPENDIX A

### SICK LEAVE DONATION

Employees may donate sick leave hours to a fellow employee in cases where the employee or a member of the employee's immediate family is suffering from an extended serious health condition. Employees shall be eligible for such donation only after they have exhausted all accumulated paid leave, including sick, personal, vacation and compensatory time.

#### Procedure:

A sick leave donation form must be signed by the donating employee and witnessed prior to any ours being transferred.

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## IRON COUNTY SHERIFF'S DEPARTMENT

### Sick Leave/Bank Donation Form

I, \_\_\_\_\_ wish to donate \_\_\_\_\_ sick leave hours to the Iron County Sheriff's Department sick Leave Bank or to fellow employee,

\_\_\_\_\_. I understand that these hours are non-refundable.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Witnessed: \_\_\_\_\_ Dated: \_\_\_\_\_

---

## APPENDIX B

### SICK LEAVE BANK

#### Sick Leave Bank:

(a) A sick leave bank will be established by bargaining unit members from their accumulation of sick leave hours. The sick leave pool shall not exceed an accumulation of 960 hours. The pool shall be created by contributions of members until the maximum accumulation is reached. If a member has accumulated 960 hours (maximum under contract) that member may contribute all hours that he/she has accumulated over the 960 hours maximum. This contribution may be made in December of the calendar year in which the member has reached his/her personal 960 hour maximum.

(b) The bank will be administered by a committee made up of three bargaining unit members, the Sheriff or Undersheriff, and one member of the Board of Commissioners.

(c) Sick leave hours may be loaned out to bargaining unit members who have exhausted all accumulated sick leave hours and personal leave hours. Application for sick leave hours must be made in writing by the employee requesting the sick leave hours, if possible, otherwise by the spouse or nearest of kin. The committee will grant no more than forty (40) hours per request and may refuse such a request if it feels that the request is without merit. Decisions made by the sick bank committee are not subject to the grievance procedure.

The sick leave bank committee will administer the sick leave bank and will adopt such rules and regulations as it deems necessary from time to time. An annual accounting will be made of the status of the sick leave bank at a December meeting of the bargaining unit each year.

(d) In the event that the total accumulation of sick bank hours falls below eighty (80) hours, eight (8) hours shall be required of each member until the bank is above the eighty (80) hour minimum.

(e) Employees returning to work will be required to replenish the hours borrowed as soon as possible by having no more than forty-eight (48) hours per year deducted from personal sick leave accumulation.

(f) If a member of the sick leave committee requests hours from the sick leave bank, then another member from the bargaining unit

shall be appointed to sit on the committee for the purpose of this request.

**EXHIBIT A**

**DUES AUTHORIZATION FORM**

**Dues Authorization Form**

Employer: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings, one of the following:

- ☐ An amount established by the Union as monthly dues.
- ☐ An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of  
Local \_\_\_\_\_ Date started union position: \_\_\_\_\_

*Please print clearly and firmly*

\_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Telephone Number Social Security Number

\_\_\_\_\_  
Signature



**EMPLOYER'S COPY**