

Agreement between the

HOUGHTON COUNTY BOARD OF COMMISSIONERS

and the

HOUGHTON COUNTY CORRECTIONAL OFFICERS

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS

DIVISION

Effective: January 1, 2011
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AGREEMENT

This Agreement entered into on this 1st day of January, 2011 between the Houghton County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Houghton County Correctional Officers Association, (hereinafter referred to as the "ASSOCIATION").

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

NOTE: The headings and exhibits used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

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

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

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

ARTICLE 1 - RECOGNITION

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

All full-time correctional officers employed at the Houghton County Work Camp, excluding all supervisors as defined in the Act and all other employees as certified in MERC Case No. R95 G-104.

In the event the Association desires to represent additional employees of the County, in appropriate units, it shall demonstrate its majority status in such additional appropriate units through a representation petition and election under the auspices of the Michigan Employment Relations Commission.

ARTICLE 2 - AID TO OTHER ASSOCIATIONS

As it relates to "aid to unions", the parties subscribe to Michigan Public Act 379 of the Public Acts of 1965.

It is agreed that neither the Association nor the Employer will intimidate or coerce any employee in regard to Association membership or activity.

ARTICLE 3 - MANAGEMENT RIGHTS

The Association recognizes and agrees that the Employer retains the sole right to manage and operate the correctional facility in all respects and as to all matters in connection with the exercise of such right, subject only to the Association's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Employer may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Employer (unless his doing so would obviously jeopardize the

health or safety of himself or others). He shall raise any question he has to the Employer's right to give him the order or instruction only after he carries out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provision, of this Agreement.

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- (1) Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the correctional facility.
 - (2) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to modify or change any work or business hours or days specified in this Agreement.
 - (3) The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to layoff employee, but not in conflict with the provisions of this Agreement.
 - (4) Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation therein, the institution of new and/or

- improved methods or changes therein.
- (5) Determine the qualifications of employees, including the subjecting of them to physical examination to determine their health status.
 - (6) Determine the number and location or relocation of its facilities, including the establishment or relocation of new buildings, department, divisions or subdivisions thereof and the relocation or closing of departments, divisions or subdivisions, buildings or other facilities.
 - (7) Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 - (8) Determine the financial policies, including all accounting procedures.
 - (9) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 - (10) Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria and not in conflict with any of the provisions of this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Employer's action leading to such difference was protected by this Article, and if so, shall deny the

grievance.

ARTICLE 4 - FAIR SHARE

Section A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Wisconsin Professional Police Association. No employee shall be required to join the Houghton County Correctional Officers Association, but membership in the Houghton County Correctional Officers Association shall be available to all employees who apply, consistent with the Wisconsin Professional Police Association's constitution and bylaws.

Section B. The Employer shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Wisconsin Professional Police Association, and as certified to the Employer by the Wisconsin Professional Police Association. The Employer shall pay said amount to the Wisconsin Professional Police Association on or before the 15th of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Wisconsin Professional Police Association; however, all employees, except exempt employees, shall be required to pay their full (annual) fair share assessment regardless of the date on which their fair share deductions commence.

- (1) For purposes of this Article, exempt employees are those employees who are members of the Houghton County Correctional Officers Association and whose dues are deducted and remitted to the Wisconsin Professional Police Association by the Employer pursuant to Article 5 or paid to the Wisconsin Professional Police Association in some other manner authorized by the Wisconsin Professional Police Association. Wisconsin Professional Police Association shall notify the Employer of those employees who are exempt from the provisions of this Article and shall notify the Employer of any changes in its membership affecting the operation of the provisions of this Article.
- (2) The Wisconsin Professional Police Association shall notify the Employer of the amount certified by the Wisconsin Professional Police Association to be the fair share of the cost of representation by the Wisconsin

Professional Police Association and the date for the commencement of fair share deductions, (two weeks) prior to any required fair share deductions.

Section C. The Wisconsin Professional Police Association agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Michigan Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Wisconsin Professional Police Association agrees to inform the Employer of any change in the amount of such fair share cost.

Section D. The Wisconsin Professional Police Association shall provide employees who are not members of the Houghton County Correctional Officers Association with an internal mechanism within the Wisconsin Professional Police Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Wisconsin Professional Police Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Wisconsin Professional Police Association will place in an interest-bearing escrow account any disputed fair share amounts.

Section E. The Wisconsin Professional Police Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provisions of this Article, and in reliance on any lists of certificates which have been furnished to the Employer pursuant to this Article; and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Wisconsin Professional Police Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own

expense.

ARTICLE 5 - DUES DEDUCTION

The Employer agrees to deduct monthly dues in the amount certified by the Wisconsin Professional Police Association from the pay of employees who individually sign dues check-off authorization forms supplied by the Wisconsin Professional Police Association. The Employer shall deduct the certified amount from the first paycheck each month of each employee requesting such deduction following receipt of such form and shall remit the total of such deductions, with a list of employees from who such sums have been deducted, to the Wisconsin Professional Police Association in one lump sum not later than the 15th of each month.

The employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Association.

The Association agrees that at no time will it solicit or collect monies of any kind on employer time.

ARTICLE 6 B PRESIDENT AND VICE PRESIDENT

Section A. Employees in the bargaining unit shall be represented by one (1) representative who shall be a regular employee working in that bargaining unit. During the representative's absence from work, an alternate representative may be appointed by the President of the bargaining unit.

Section B. A representative may investigate and present grievances to the Employer. The time that the President may use, without loss of pay, to investigate and present grievances is limited to two (2) hours. The President shall report to their immediate supervisor (Sheriff, Under-sheriff, Detective Sergeant) prior to leaving and upon returning to their departments. The supervisor shall grant permission and provide sufficient time to the stewards to leave their work for these purposes subject to the

necessary emergency exceptions. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their assigned work at all times, except when given permission to leave their work as provided herein.

ARTICLE 7 - SPECIAL CONFERENCES

Conferences between the Association and the Employer for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, may be arranged and held at a mutually convenient place and time. 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. No more than three (3) representatives of the Association may attend unless mutually agreed to by the Employer. Conferences shall be held between the hours of 9:00 AM and 4:00 PM. The members of the Association shall not lose time nor pay for time spent in such special conferences.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section A - Definition of Grievance. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of 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.

Section B - Time Limitations. The failure of a party to file or appeal a grievance in a timely fashion as provided herein shall be deemed a settlement of the grievance. A party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work scheduled, illness, vacation, etc., these limits may be extended by mutual consent in writing.

Section C - Steps in Procedure.

Step 1: The employee, alone or with one (1) Association representative, shall within fifteen (15) working days after he/she knew or should have known of the cause of such grievance, submit the written grievance to the Sheriff or his/her designee. The Sheriff or his/her designee shall meet with the employee, and/or the Association representative and others mutually deemed necessary. The Sheriff or his/her designee shall review the record and further investigate the grievance. The Sheriff or his/her designee shall inform the aggrieved employee and the Association representative in writing of his/her decision within five (5) working days after receipt of the grievance.

Step 2: If the grievance is not settled at the first step, the written grievance shall be submitted to the County Controller. This appeal shall take place within five (5) working days after receipt of the written decision of the Sheriff or his/her designee. The County Controller shall then answer the appeal after reviewing the record and investigating the grievance within five (5) working days. The County Controller shall inform the aggrieved employee and the Association representative in writing of his/her decision.

Step 3: If the grievance is not settled at the second step, the written grievance shall be submitted to the County Board Chairperson. This appeal shall take place within ten (10) working days after receipt of the written decision of the County Controller. The County Board Chairperson shall then answer the appeal after reviewing the record and investigating the grievance with the County Board within five (5) working days. The County Board Chairperson shall inform the aggrieved employee and the Association representative in writing of the County Board's decision.

Section D - Arbitration.

- (1) Time Limit. If a satisfactory settlement is not reached in Step 3, the aggrieved employee and/or the Association must notify the County Board Chairperson in writing within thirty (30) calendar days that they intend to process the grievance to arbitration.

- (2) Submission Agreement. Any grievance submitted to arbitration by either party to this Agreement, subject to the conditions herein provided for in said Agreement, shall first be reduced to a written "Submission Agreement" detailing the dispute at issue. If the County and the Association cannot agree upon the "Submission Agreement," each party, at least two days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute and the arbitrator shall determine, at or before the hearing, the issue or issues to be arbitrated, provided, however, that such issue or issues are arbitrable under the terms of this Agreement.

The joint "Submission Agreement" shall be signed by the County, the Association and all aggrieved employees, if any. In the event separate statements of the issues are submitted, the County shall sign its copy and the Association and all aggrieved employed, if any, shall sign the Association's statement of issue.

- (3) Selection of Arbitrator. Any grievance which cannot be settled through the above procedure may be submitted to arbitration as follows: Either party may request the American Arbitration Association to submit a panel of arbitrators. The party requesting arbitration shall strike the first name and thereafter each shall alternately strike a name from the list until one (1) name remains, who will become the Arbitrator.
- (4) Arbitration Hearing. The Arbitrator selected shall meet with the parties as soon as a mutually agreeable date can be established to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision as soon as possible to both the Employer and the Association which shall be final and binding upon both parties.

- (5) Costs. The costs of the Arbitrator shall be shared equally by the parties. Each party however, shall bear their own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. The Employer shall pay the salary of those employees who are required to testify or otherwise participate during arbitration proceedings that take place during working hours.
- (6) Decision of Arbitrator. The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the Contract in the area where the alleged violation occurred. The Arbitrator shall not modify, add to, or delete from the express terms of the Agreement.
- (7) Back Wages. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that such employee may have received, or could with diligent effort have received, from any source during the period in question.
- (8) Exclusions from Arbitrations.
 - (a) The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - (b) Grievances which question the exercise of rights set forth in Article 3 of this Agreement, entitled MANAGEMENT RIGHTS, or which question the use or application of any right over which the Employer is given unilateral discretion in this Agreement.

ARTICLE 9 - MAINTENANCE OF DISCIPLINE

- A. After completion of the probationary period, no employee shall be disciplined, suspended or discharged without just cause. Should the Association wish to contest a discipline, suspension or dismissal, the issue shall be submitted to the

appropriate Step of the grievance procedure within seven (7) calendar days after discipline, suspension or discharge.

- B. The Association and the Employer recognize the importance of courtesy, and the protection of confidential information concerning inmates and their families. The officers shall respect and hold in confidence all information of a confidential nature obtained in the course of their work unless required by law to divulge it. Proven acts of discourtesy or release of the aforementioned information by an officer to any unauthorized person shall be regarded as a breach of confidence, and as grounds for immediate dismissal.
- C. The Employer agrees that an employee shall be entitled to have an Association representative present during any disciplinary proceeding.
- D. The Association acknowledges that the Employer shall have the right to immediately discharge, suspend or discipline any employee for:
 - 1. Physical or verbal abuse of an inmate.
 - 2. Falsifying an inmate or Facility record.
 - 3. Disclosing confidential information.
 - 4. Conviction for a criminal offense while in the employment of the Facility.
 - 5. Immoral conduct.
 - 6. Possessing or using any illegal substances or reporting to work under the influence of alcohol or any illegal substance.
 - 7. Willfully stealing anything from a fellow employee, inmate or the Facility.
 - 8. Entering into a financial or business transaction with an inmate. The performing of minimal service by an inmate on the work camp site (i.e. washing a car) for a fee shall not be taken into account under this article.
 - 9. Failure to carry out the duties and responsibilities of the job assignment.

The Association further acknowledges that just cause includes:

1. Gross misconduct.
2. Excessive absenteeism or tardiness.
3. Unsatisfactory work performance.
4. Repeated violation of published work rules.
5. Lack of personal ability to work harmoniously with other staff members to the point that morale suffers.

The foregoing list for which the Employer may determine that services are not necessary, acceptable or satisfactory is not complete or exclusive of other reasons not articulated in this section.

ARTICLE 10 - DISCHARGE AND SUSPENSION

Section A - Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his President of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

Section B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his President and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the President.

Section C - Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the President consider the discharge or suspension to be improper, it shall be submitted to the first step of the grievance procedure.

Section D - Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

Section E - Waiver of Claim. Failure to submit a written grievance by the employee within seven (7) working days constitutes a waiver of all claims concerning such discharge or suspension.

ARTICLE 11 - SENIORITY

Section A. New employees hired in the unit shall be considered as probationary employees for the first nine-hundred sixty (960) working hours of their employment. The 960 hours' probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating 960 hours of employment within not more than one (1) year, he shall rank for seniority from the day 960 hours prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

Section B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other condition of employment as set forth in Section (1) of this Agreement.

The Association recognizes that probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Association shall have recourse to the grievance procedure over such termination.

During the probationary period an employee shall not be eligible for employee benefits unless expressly provided in this Agreement. After an employee has successfully completed the probationary period of employment, such employee shall become a regular full-time or regular part-time employee and seniority shall start as provided herein.

ARTICLE 12 - SENIORITY LISTS

Section A. Seniority shall not be affected by race, sex, marital status, or dependents of the employee.

Section 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.

Section C. The Employer will keep the seniority list up to date at all times and will provide the Association membership with up-to-date copies upon request.

ARTICLE 13 - LOSS OF SENIORITY & EMPLOYMENT

An employee covered by this Agreement shall cease to have seniority and shall have their name removed from the seniority list in the event:

- A. He quits.
- 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. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the deposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he does not return to work when recalled from layoff as set forth in the recall procedure.
- E. Return from sick leave or leaves of absence will be treated the same as above.

ARTICLE 14 - SENIORITY OF ASSOCIATION OFFICERS

Notwithstanding their position on the seniority list, the Vice-President (not to exceed 1 (one) in number at any one time,) and the President of the Association during their term of office only shall head the seniority list within the bargaining unit for the purposes of layoff and recall only, provided they have the present ability to do the work available.

ARTICLE 15 - SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Association. They shall be approved or rejected on or before the fifteenth (15th) of the following month.

ARTICLE 16 - LAYOFF

Section A. The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

Section B. If it becomes necessary for a layoff, the following order will be followed:

- 1) Probationary employees will be laid off first on a unit-wide basis, and
- 2) Remaining seniority employees shall be laid off based upon the employees present ability to do the job and seniority rights.

ARTICLE 17 - RECALL PROCEDURE

When the working force is increased after a layoff, or a vacancy occurs, employees will be recalled according to seniority, as defined in Article 16. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

ARTICLE 18 – VETERANS

Any employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be reemployed in line with such employee's seniority, at the then current rate for such work, provided such employee has not been dishonorably discharged from such service, is physically able, in the opinion of the Employer's Doctor, to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date such employee is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal and state law.

ARTICLE 19 - EDUCATIONAL LEAVE

An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for full-time educational purposes provided that the course of study will be such as to assist the employee in developing additional skills which can be used in the course of such employee's employment with the Employer.

ARTICLE 20 - FAMILY LEAVE ACT

Section 1. Subject to the requirements of the Family and Medical Leave Act (FMLA), a leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied or extended in the exclusive discretion of the employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon the application. Only a full-time employee who has worked continuously for the employer for one (1) year or more shall be granted a leave of absence:

- (a) Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to work and the reason

therefore. Physician's statements shall be by a medical doctor (M.D.), a doctor of osteopathy (D.O.), or a practitioner identified in the FMLA.

- (b) In no event shall the duration of any leave exceed three (3) calendar months.
- (c) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.
- (d) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from Company's employment without recourse.
- (e) A leave may not commence or end upon the following days:
 - (1) The day before or the day following a holiday.
 - (2) The day preceding or following a vacation.
- (f) Failure to return to work on the exact date scheduled shall be cause for termination in sole discretion of the employer.
- (g) Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the employer, without recourse.

Section 2. Any employee on a leave of absence for any reason, including but not limited to illness, who does not return to work within three (3) calendar months of leaving or a period equal to the length of such employee's employment, whichever is shorter, shall cease to be an employee and that employee's seniority shall automatically be terminated.

Section 3. Persons that have exhausted Family and Medical Leave Act leave rights shall be ineligible for further leaves of absence.

ARTICLE 21 - LEAVE OF ABSENCE

A. Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for:

1. Illness leave (physical or mental).
2. Prolonged illness in the immediate family (mother, father, spouse, child or someone living in same household).

Such leave may be extended for like cause.

- B. Members of the Union elected to attend a function of the International Union or Council, such as conventions, shall be allowed time off, without pay, to attend such conferences and/or conventions, to a maximum of two (2) weeks.
- C. As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work.

ARTICLE 22 - ASSOCIATION BUSINESS LEAVE

A member of the bargaining unit selected to attend Association conferences or conventions will be allowed time off, without pay, to attend such conferences and/or conventions.

ARTICLE 23 - SICK LEAVE

One day per month with pay will be allowed each non-elective employee. A day shall be defined as consisting of eight (8) hours. Sick leave may accumulate to a maximum of one-hundred twenty (120) days. Unused sick leave may not be used as part of vacation. An employee shall be allowed to use sick leave for sickness or injury in the immediate family. Unused sick leave shall be paid to an employee's beneficiary upon death and to the employee upon retirement according to MERS. It shall be paid at the regular rate at one-half of the employee's accumulated sick leave up to a maximum of fifty (50) days accumulation.

ARTICLE 24 - FUNERAL LEAVE

- A. An employee shall be allowed forty (40) hours with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, spouse, child, sister or brother.

- B. An employee will be allowed two (2) working days, equal to twenty-four (24) hours with pay as funeral leave days, not to be deducted from sick leave, for a death in the family other than immediate family, other than immediate family is to be defined as mother-in-law, father-in-law, grandparents, or a member of the employee's household.
- C. An employee will be allowed one (1) working day, equal to twelve (12) hours with pay for the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew.

ARTICLE 25 - HOLIDAY PROVISIONS

The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Memorial Day	Veterans' Day
Independence Day	Presidents' Day
Labor Day	Christmas Day
Good Friday	

Employees shall receive eight (8) hours pay at their regular rate for each of the above holidays. Employees who work on a holiday shall receive twelve (12) hours pay at their regular rate and in addition they shall receive time and one-half for all hours worked on a holiday. A holiday shift shall be construed as one which commences on the holiday.

An employee shall be allowed three (3) personal holidays to be used at the discretion of the employee subject and conditioned upon the Sheriff's (or his designees) approval of the day requested but said approval shall not be unreasonably withheld. A day shall be defined as consisting of eight (8) hours. Effective upon the anniversary date of the employees 15th year of employment, one additional P.L. day shall be earned, bringing the total of P.L. days available to four (4).

ARTICLE 26 - VACATION

- A. After the completion of one (1) full year of employment, five (5) work days.
- ___ After the completion of two (2) years of continuous employment, ten (10) work
- ___ days.

___ After the completion of five (5) years of continuous employment, fifteen (15) work days.

___ After the completion of ten (10) years of continuous employment, twenty (20) work days.

B. Vacations will be granted at any time during the year, as long as it does not interfere with the efficient operation of the department.

C. 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 continues through the year, he will be awarded payment in lieu of vacation.

D. Vacation and pre-scheduled sick time may be covered by using non-bargaining unit personnel as determined by the Sheriff or his designee.

ARTICLE 27 - ASSOCIATION BULLETIN BOARDS

The employer agrees to provide bulletin board space which may be used by the Association for the following notices:

1. Notices of Association meetings.
2. Notices of union elections and the results where they pertain to the employer's employees.
3. Notices of Association recreational and social events.
4. Other notices concerning Association affairs which are not political or controversial in nature.

It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

ARTICLE 28 - SUPERVISORS WORKING

Supervisors shall be permitted to perform bargaining unit work in the following instances:

1. In emergency or where regular employees are not available.
2. To instruct or train employees.
3. To do experimental work on a new job.
4. To fill personnel shortages caused by scheduled employees not

reporting to work.

5. In all other cases where unit employees are not displaced.

ARTICLE 29 - HOSPITALIZATION

Effective January 1, 2005, the Employer agrees to provide the employees with four options and a waiver of medical coverage with cash in lieu of payment, namely:

1. Option 1 ACore@ Plan

Community Blue Plan 4, PCM \$250, MHP, \$30 OV Co-pay, U.P. Blue Rider,
\$10/40/80 Rx MOPD 2X, AFA Hospital GAP \$1500, No dental, No vision.

Monthly Cost: None.

2. Option 2

Community Blue Plan 4, PCM \$250, MHP, \$30 OV Co-pay, U.P. Blue Rider
\$10/40/80 RX MOPD 2X, AFA Hospital GAP \$1500

Traditional Plus Dental 50/50/50 \$800 no Orthodontia Vision, A80

Monthly Cost: Single \$24.21, Two Person \$57.74, Family \$72.65.

3. Option 3

Community Blue Plan 10, PCM \$250, MHP, \$30 OV Co-pay, U.P. Blue Rider
\$10/40/80 RX MOPD 2X, Traditional Plus Dental 50/50/50 \$800 no Orthodontia,
Vision A80

Monthly Cost: Single \$80.29, Two Person \$203.67, Family \$251.92

4. Option 4

Community Blue Plan 10, \$30 OV Co-pay, PCM \$250, MHP
\$10/40/80 RX MOPD 2X

Dental 50/50/50 \$1000 with Orthodontia (for dependents to age 19) with \$1000
maximum, Vision A80

Monthly Cost: Single \$167.67, Two Person \$412.16, Family \$512.54

5. Miscellaneous

Effective January 1 of each subsequent year of this contract, the Health
Insurance options page will be updated for any increases or decreases in plan
rates.

6. Wavier

Employee may elect to waive BCBSM coverage and request the cash-in-lieu of

payment and verify and identify coverage under spouse=s Group Medical Insurance plan.

The monthly cash-in-lieu payment will be equal to forty percent (40%) of the premium in effect for the year 2010 for Plan 1 (Core Plan), Single \$198.50, Two Person \$443.40, Family \$533.98 . Employees qualified to enroll in the plan as a single member, two person or family will receive forty percent (40%) of the applicable rate for Plan 1.

This coverage shall be applied to all seniority employees. This coverage shall be applied to all new hires after 90 days. If any other employee group employed by the County receives an improvement in any medical insurance plan provided by the Employer, the same improved benefit shall be provided to the employees of this unit. The Union further agrees that the Employer may change the insurance provider, with the Union's consent, providing that said new coverage is equal to or better than the coverage now provided its employees.

ARTICLE 30 - LIFE INSURANCE COVERAGE

The employer shall provide Term Life coverage at a minimum of \$10,000 or 1.0 times basic annual earnings to a maximum of \$50,000 and Accidental Death and Dismemberment is also inclusive at no cost to the employee. All coverage terminates upon retirement or job separation.

ARTICLE 31 - NO STRIKES

The County will not lock out employees during the term of this Agreement. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Association cause, or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in or slowdown in any department of the County, or any curtailment of work or restriction of production or interference with the operations of the County or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the County shall not

be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

ARTICLE 32 - CLASSIFICATION AND RATES

	<u>Effective 1-1-2011 (3%)</u>	<u>Effective 1-1-2012 (2.5%)</u>	<u>Effective 1-1-2013 (2%)</u>
J. Houle	\$18.27	\$18.73	\$19.10
J. Crouch	\$18.27	\$18.73	\$19.10
L. Monette	\$18.27	\$18.73	\$19.10
D. Poyhonen	\$18.27	\$18.73	\$19.10
R. Laux	\$18.27	\$18.73	\$19.10

The pay increase effective 1-1-2011 will be paid retroactively from the date of execution of this agreement.

All pay increases in the step process for the purpose of new hires shall progress from the employee's date of hire.

When employees from the Correctional unit are assigned to work at the County jail, said employees wage will be adjusted accordingly for all hours actually worked. The wage adjustment shall be based on where the employee falls within the established classification structure (years of service) identified in the Deputy Sheriff=s contract. This adjustment shall also include hazard pay as follows

After 180 days of service add an additional \$.10 cents an hour.

After 5 years of service to 10 years of service add \$.30 cents an hour.

After 10 years of service, hazard pay will be\$1.00 an hour.

Increases in the payment of hazard pay shall be made when the employee reaches that length of service.

Shift Premium: Employees will receive thirty (\$.30) cents per hour additional compensation for working the afternoon and or night shifts. The afternoon shift is any shift that starts on or after twelve noon but before eight p.m. The night shift is any shift

that starts on or after eight p.m. but before four a.m.

ARTICLE 33 - CLOTHING ALLOWANCE

An allowance of \$250.00 per year will be made for uniform and leather goods maintenance. This will be paid in the amount of \$125.00 on June 15 and \$125.00 on December 15.

ARTICLE 34 - LONGEVITY

Longevity shall be paid on the employee's anniversary date and shall be paid by separate check at the completion of:

	<u>Effective 1-1-2005</u>
6 years of service	\$300.00
7 years of service	\$350.00
8 years of service	\$400.00
9 years of service	\$450.00
10 years of service	\$1,000.00

ARTICLE 35 - PENSION PLAN

Employees shall be provided with a B-3 Pension Plan with a 100% Company contribution. Effective 1-1-2001, employees shall be provided with a B-4 Pension Plan with the increase cost of 2.1% to be deducted from the employee's wages.

ARTICLE 36 B CALL OUT/TRAINING COMPENSATION

Employees called out for other than a regularly scheduled work shift, shall be paid one and on-half (1 1/2) times his/her regular rate of pay and shall be guaranteed a minimum of four (4) hours pay. For Department meetings the pay shall be two (2) hours pay, For the purpose of pay for school/training trips, hours paid shall be at straight time for the hours traveled to and from the designated area. A call out shall be defined as a request to report for work immediately or a request to report to work earlier than

originally scheduled if that request is made less than eight (8) hours before the start of the shift as originally scheduled.

ARTICLE 37 – COMMUNITYCORRECTIONS WORK CREW FOREMAN

The employer has developed a revised job description for this position and agrees that members of the association will have every opportunity to apply for this position when it comes open along with other County employees and civilians.

ARTICLE 38 - TERMINATION AND MODIFICATION

This agreement shall be in effect January 1, 2011 though December 31, 2013. If either party desires to amend or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the current years termination date. If notice of amendment of the Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

Any amendments that me by agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

Dated: _____

Dated: _____

June 3, 1996

John Kelly
County Controller
County of Houghton
401 East Houghton Avenue
Houghton, MI 49931-2017

RE: Ronald Gaulin Side Letter of Agreement

Dear Mr. Kelly:

The intent of this letter is to protect Ronald Gaulin under the cover of the agreement with Houghton County and the Houghton County Correctional Officers Association.

The terms agreed upon are as follows:

- 1: The same rate of pay and retirement benefits equal to the least senior correctional employee at the Sheriff's Department at the time of this agreement, shall remain in effect so long as the grant is in full force and effect.
- 2: Future increases in rate of pay and retirement benefits shall be granted in conjunction with the least senior correctional employee at the Sheriffs Department.
- 3: At such time that the grant is no longer available, the established rate of pay and all benefits shall fall under the cover of the Houghton County Correctional Officers Association contract.

Sincerely,

John C. Felix
Bargaining Consultant

LETTER OF UNDERSTANDING

CLASSIFICATION AND RATES

It is mutually understood and agreed upon that the following rate and classification schedule shall be followed. This classification being within the Morley study as a T-8 with and additional twenty two cents (\$0.22) added.

Pay Grade	Starting Date	Percentage	Starting Rate	Six Months	1 Year Rate	2 nd Year Rate	3 rd Year Rate
	1/1/04		26,915 12.94	28,226 13.57	29,307 14.09	30,680 14.75	31,678 15.23
T-08	1/1/05	2.0	13.20 27,456	13.84 28,787	14.37 29,890	15.05 31,304	15.53 32,302
	7/1/06	2.0	13.46 27,997	14.12 29,370	14.66 30,493	15.35 31,928	15.84 32,947
	1/1/07	2.0	13.73 28,558	14.40 29,952	14.95 31,096	15.66 32,573	16.16 33,613