

**ORIGINAL**

**AGREEMENT**

**BETWEEN**

**MACKINAC COUNTY BOARD OF COMMISSIONERS**

**AND**

**POLICE OFFICER LABOR COUNCIL**

**Effective: January 1, 2010**  
**Expiration: December 31, 2012**

## **AGREEMENT**

This Agreement entered into this 30 day of MARCH, 2010, between the COUNTY OF MACKINAC, a municipal corporation and the Mackinac County Sheriff, as co-employers (hereinafter referred to as the "EMPLOYER") and POLICE OFFICERS LABOR COUNCIL, MACKINAC COUNTY SHERIFF'S OFFICE EMPLOYEES, (hereinafter referred to as the "Union"). Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective January 1, 2010.

The Employer agrees to provide each covered employee a copy of this Agreement and to provide a copy of the same Agreement to all new covered employees entering the employment of the Employer.

### **ARTICLE 1 - PURPOSE AND INTENT**

#### **Section 1. 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 employees of the Union.

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

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.

The headings used in this Agreement and the exhibits appended hereto, neither add to nor subtract from the meaning thereof, but are for reference purposes only.

Section 2. Legal Restrictions:

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 2 - RECOGNITION**

Section 1.. Positions Covered:

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 Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Mackinac County Sheriff Department as follows:

All full-time and part-time Deputies, Chief Corrections Officer, Deputy Correction Officer/Dispatcher, Cook and Corrections/Clerk Typist, working 12 or more hours per week, excluding the Sheriff, and Undersheriff.

The use of non-bargaining unit employees will not serve to reduce or diminish the bargaining unit.

Section 2. Definition "Full-Time Employee":

The term "employee" as used in this Agreement, means "regular full-time employees", which is an employee who is scheduled to work an average of at least thirty (30) hours per week. Such employees shall be entitled to all benefits as provided within this Agreement.

Section 3. Definition "Part-Time Employee":

The term "part-time employee" as used in this Agreement, means "regular part-time employee", which is an employee who is scheduled to work twelve (12) but less than thirty (30) hours per week. Such employees shall be deemed "employee" under the provisions of this Agreement, and in addition, are entitled to the wages, overtime, and pro-rated fringe benefits for which they would otherwise be eligible.

**ARTICLE 3 - 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 4 - MANAGEMENT RIGHTS**

Section 1. Management Rights:

The Employer retains the right, in accordance with applicable laws and regulations, that are not in conflict with the terms of this Agreement:

- A. To direct employees of the County,
- B. To hire, promote, transfer, assign, and retain employees in positions within the County and to suspend, demote, discharge, or take other disciplinary action against employees,
- C. To relieve employees from duties,
- D. To maintain the efficiency of the County operations entrusted to them,
- E. To determine the methods, means and personnel by which such operations are to be conducted,

- F. To take whatever actions may be necessary to carry out the mission of the County in situations of emergency.
- G. Neither the constitutional nor the statutory rights, duties, and obligations of the Sheriff shall in any way be abridged by this Agreement, unless otherwise specifically provided hereunder.
- H. The Sheriff shall have the right to adopt reasonable departmental rules and regulations during the term of this Agreement. The Sheriff shall notify the Union of any such rules or regulations in advance of their effective date. The Union may object to any rules within fifteen days of the receipt of the rules. If the Union does not file a grievance regarding any such rules, the rules will be deemed established. To the extent the rules are not within the reserved management rights established under this Agreement, or to the extent that such rules are not within the constitutional or statutory rights, duties or obligations of the Sheriff, the Union reserves the right to grieve any rules within fifteen days of receipt of the rules.

## **ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF**

### **Section 1. Union Membership:**

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 representation fee established by the Union, providing a deduction authorization has been signed.

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 representation fee established by the Union commencing thirty (30) days after the effective date of this Agreement, and such

condition shall be required for the duration of this Agreement, providing a deduction authorization has been signed.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, commencing the thirtieth (30<sup>th</sup>) day following the beginning of their employment in that unit, be required as a condition of continued employment, to become members of the Union or pay a representation fee established by the Union, for the duration of this Agreement, providing a deduction authorization has been signed.

Section 2. Dues Check-Off:

The employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, and for employees covered by the Agreement who are not members of the union, a representation fee, as provided in an executed authorization. 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 both to the Employer and the Union.

Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Local Union, regarding the amounts to be deducted and the legality of the adopting section specifying such amounts of Union dues and initiation fees. The Employer agrees to provide this service without charge to the Union during the period of this contract.

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 following month and each month thereafter.

Deductions for any calendar month shall be remitted to such address designated

by the Union with an alphabetical list of names and addresses of employees from whom deductions have been made no later than the fifth (5<sup>th</sup>) day of the month following the month in which they were deducted.

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

Section 3. Hold Harmless Clause:

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 this Article, or reliance on any list, notice, certification or authorization furnished under this Article. Such indemnification shall include any and all costs and expenses of litigation, including reasonable attorney's fees.

**ARTICLE 6 - UNION REPRESENTATION**

Section 1. Stewards, Alternate Stewards and Unit Chairpersons:

The Sheriff's Department employees covered by this Agreement will be represented by two (2) stewards. One steward shall be selected from the classification of Road Deputy and shall represent said Road Deputies and one steward shall be elected from the classification assigned to the jail. Stewards shall be selected from non-probationary employees.

The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

The unit Chairperson shall be allowed the necessary time off during working hours without loss of time or pay to investigate any present grievances to the Employer in accordance with the grievance procedure.

Section 2. Union Bargaining Committee:

The employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members. In the event negotiations are carried on during working hours, negotiation team members shall not exceed two (2) employees without loss of time or pay for said hours.

**ARTICLE 7 - SPECIAL CONFERENCES**

Section 1. Arrangements:

- A. Special conferences for matters of mutual concern may be arranged between the Chapter Chair and the Co-Employers or their designated representatives upon the written request of either party.
- B. Such meetings shall be between no more than two (2) representatives of the Union and two (2) representatives of Management.
- C. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be addressed at the meeting shall be presented at the time the conference is requested.

Section 2. Rules:

- A. Discussion shall be confined to those matters included in the agenda.
- B. The time and place for a special conference shall be set by mutual agreement.



- C. The steward shall be paid when he is otherwise scheduled to work.
- D. Special conferences shall not be used for the purpose of conducting continuing bargaining or to modify the Agreement.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **Section 1. Definition of Grievance.:**

The term "grievance" as used in this Agreement is defined as a claim of a violation of a specific provision of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall thoroughly set forth the facts pertaining to the alleged violation.

### **Section 2. Answering Grievance:**

The Employer will answer in writing any grievance presented to it in writing by the Union.

### **Section 3. Grievance Procedure**

Should any grievance, dispute, or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

- A. **Step 1. Verbal Procedure.** An employee with a complaint shall notify Sheriff or his designee within five (5) working days after the employee knows or should have known of the event giving rise to the grievance. The complaint shall be discussed by the employee, the Union Steward, and the Sheriff, or in his absence, the Undersheriff.
  
- B. **Step 2. Written Procedure.** In the event the grievance is not satisfactorily resolved at the Verbal Step, it shall:
  - (1) be reduced to writing,
  - (2) adequately set forth the facts pertaining to the alleged violation,

- (3) refer to the specific provision(s) of this Agreement which are alleged to have been violated,
- (4) be signed by the aggrieved employee and the Union Steward, and
- (5) be presented within five (5) days following the incident which gave rise to the grievance to the employee's supervisor.

The Sheriff shall:

- (1) place his written disposition and explanation thereupon, and
- (2) return it to the Union representative or alternate involved within ten (10) days.

C. Step 3A. Grievance Procedure for the Internal Operations of the Department. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Sheriff or his designee within five (5) days following receipt of the written answer in Step 2. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the Sheriff and/or his designee and the Union Steward and Grievant. Either party may have non-employee representatives present, if desired. In the event the meeting cannot be held within the ten (10) day period, the parties mutually agree that it shall be scheduled for a date mutually convenient for the parties without unreasonable delay. The Sheriff shall place his written answer on the grievance within seven (7) days following the meeting. In order for the decision to be binding at Step 3, the answer must bear the signature of the Sheriff or his designee. Appeal from this step shall be to section 7. It is understood by all parties that neither the Sheriff or any command officer has the authority to bind the Board of Commissioners regarding economic issues.

D. Step 3B. Grievance Procedure for the Economic Provisions of the Contract. In the event the grievance is not satisfactorily resolved at Step

2, it may be appealed by submitting the grievance to the County Board of Commissioners within five (5) days following receipt of the Sheriff's written answer at Step 2C. Within ten (10) days after the grievance has been appealed, a meeting shall be held between representatives of the Board and the Union. Either party may have non-employee representatives present, if desired. In the event the meeting cannot be held within the ten (10) day period, the parties mutually agree that it shall be scheduled for a date mutually convenient to the parties without unreasonable delay. The Board shall place its written answer to the appeal on the grievance within seven (7) days after the meeting and return the grievance to the Union. In order for the decision to be binding at Step 3, the answer shall bear the signatures of both the Chairperson of the County Board of Commissioners and the Sheriff. It is understood by all parties that the Board of Commissioners may not bind the Sheriff regarding discipline or non-economic issues.

Section 4. Time Limitations:

The time limits established in the Grievance Procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance may be advanced to the next Step by the Union. The time limits established herein may be extended by mutual agreement in writing.

Section 5. Time Computation:

Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 6. Arbitration Requests:

In the event a grievance is not satisfactorily resolved at Step 3 of the Grievance procedure, the Union may submit a request for arbitration by notifying (1) the Sheriff in

the event of an internal operations grievance, and (2) both the County Board Chair or his designee and the Sheriff in the event of an economic grievance in writing within ten (10) days after the Board's answer in Step 3B is received. In the event the Union does not request arbitration in the manner provided herein, the grievance shall be deemed to be settled on the basis of the last disposition.

Section 7. Selection of Arbitrator:

Upon submission of a demand for arbitration, the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The FMCS shall provide the parties with successive panels of arbitrators until the parties have mutually selected an arbitrator and the FMCS has so advised the parties. In the event the parties have not arrived at a mutual selection following receipt of two panels, an arbitrator shall be selected by the parties alternately striking a name from the third panel, and the name remaining shall serve as the arbitrator. The union shall strike the first name.

Section 8. Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

Section 9. Arbitrator's Powers.:

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be governed at all times wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter, or modify this Agreement in any respect. His power shall be limited to the application and interpretation of this Agreement. If the issue of arbitrability is raised, the arbitrator shall determine the merits of the grievance only if arbitrability is affirmatively decided.

Section 10. Withdrawal:

A grievance may be withdrawn without prejudice, and if so withdrawn, all

financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

**Section 11. Election of Remedies:**

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure hereunder shall not be applicable and any relief granted shall be forfeited. However, if a state administrative or statutory officer rules that he/she does not have jurisdiction, then the employee may use the contractual remedy.

**ARTICLE 9 – DISCIPLINE**

The Employer agrees that all disciplinary action will be for just cause and reduced to written form and presented to the employee within ten (10) days of its occurrence or upon completion of a thorough investigation conducted by the Employer.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing, the employee and the steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward immediately after such action is taken.

Should the discharged, suspended, or disciplined employee consider the discharge, suspension or discipline to be improper or without just cause, he/she may file a grievance within five (5) working days thereafter, beginning with Step 2 of the Grievance Procedure.

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 preceding the alleged infraction. Said time limit shall not apply to the use of prior infractions which relate to the current alleged infraction.

## **ARTICLE 10 - SENIORITY**

### **Section 1. Probationary Employees:**

New full-time and part-time employees hired in the unit shall be considered as probationary employees until they have been actually paid for 2080 hours, excluding worker's compensation and unemployment payments or until they have completed twelve (12) calendar months, whichever is greater.

### **Section 2. Entry on Seniority List:**

When a **full-time** employee completes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first date of hire prior to the date he/she completes the probationary period, and this shall become his/her seniority date rather than his/her hiring date.

### **Section 3. Part-Time Employee Seniority:**

Part-time employees shall be credited with one year's seniority for each 2080 hours paid.

### **Section 4. Probationary Employee Seniority:**

There shall be no seniority among probationary employees, and they may be

discharged for any reason or no reason (except for union activity) or laid-off in any order without recourse of the grievance procedure.

Section 5. Probationary Employee Recall:

There shall be no responsibility for recall of any laid-off probationary employee.

Section 6. Probationary Employees Representation:

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Union activity.

Section 7. Departmental Seniority.

Seniority shall be on a department-wide basis, in accordance with the employee's seniority date with respect to all other employees who have seniority in the said department. Employer-wide seniority shall only apply when a position remains vacant after the allotted posting period expires.

Section 8. Seniority Accumulation:

An employee's departmental seniority shall accumulate continuously from the date he is first permanently employed in such department and until terminated by any of the circumstances enumerated in Section 10, below.

Section 9. Seniority Lists.

The seniority lists on the date of this Agreement will show the names, job title/classification, and seniority date of all employees of the unit entitled seniority. The Employer will furnish a copy of the seniority list to the Union upon its request.

Section 10. Termination of Seniority.

Seniority shall be lost and the employee terminated if:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is laid-off and not recalled to work within three (3) years, unless the employee has lost the certification necessary to perform the job or the length of his/her seniority which is less.
- D. He/she fails to return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Sheriff.
- E. He/she fails to report for work on the required date at the end of an authorized leave of absence, including an unpaid sick leave, or vacation, unless excused by the County.
- F. He/she is absent from work for three (3) consecutive days without authorization.
- G. He/she is absent without authorization on two (2) occasions within one (1) contract year except where he/she is able to establish legitimate reasons.
- H. He/she is absent for two (2) consecutive working days without notifying his/her Department Head. In proper cases exceptions shall be made.  
After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. The employee may submit the matter to the grievance procedure within the time limits prescribed.
- I. The employee retires.
- J. If he/she is convicted of or pleads guilty or no contest to a felony.

Section 12. Seniority of Officers and Stewards:

Anyone transferring into the department or in the event of consolidation with any other department, employees of the Sheriff's Department shall hold seniority over employees of the other department excluding retirement benefits.



## **ARTICLE 11 - LAYOFF, RECALL AND TRANSFER**

### **Section 1. Layoff:**

Whenever a layoff occurs, probationary employees, and non-bargaining unit employees performing bargaining unit work, shall be laid off first, within the classification in which the reduction occurred. Thereafter, seniority employees shall be laid off in reverse order of seniority within the classification being reduced. Employees thus removed from a classification may exercise their seniority to transfer into any lower paid classification within the bargaining unit, provided they have the certification, skills, and present qualifications to perform the work. Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar days notice if and only if the Employer had knowledge of the facts giving rise to the layoff and the proper Board vote had been taken at least seven (7) days in advance of the layoff.

### **Section 2. Recall.**

- A. When the work force is increased after a lay-off, employees will be recalled according to the classification form which they were laid off in accordance with their seniority providing at the time of recall said employees have the certification and licenses necessary to perform all duties of the classification.
- B. The recalled employee must notify the Sheriff of his/her intent to return to work within forty-eight (48) hours of receipt of notice of recall and must report to work within fourteen (14) days of receipt of notice of recall.
- C. If an opening occurs in the Deputy Correction Officer/Dispatcher's Classification while a Road Deputy is on layoff status, said Road Deputy will be recalled to fill the open position providing he/she meets the minimum qualifications for the Deputy Correction Officer/Dispatcher classification as established by the Sheriff.
- D. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail or hand-delivered with evidence of

receipt by signature. It shall be the employee's responsibility to inform the Employer of any change in address.

Section 3. Transfer:

If an employee of this bargaining unit is promoted or elected to a position with the Employer not included in the bargaining unit and is thereafter transferred to a position within the unit, he/she shall have accumulated seniority while working in the position to which he was promoted and, upon return to the unit, shall be entitled to the benefits of this Agreement as if he had not been outside it. This provision shall not include the position of Undersheriff which shall fall under the provisions of Article 25, Section 5 of this Agreement.

**ARTICLE 12 - JOB POSTING AND BIDDING**

Section 1. Bidding:

If an opening occurs within the Sheriff's Department resulting from a vacancy or increase in staff, employees within the unit shall be entitled to bid for same.

Section 2. Posting:

Such openings will be posted for a period of five (5) working days in a conspicuous place, setting forth the requirements for the position.

Section 3. Application:

Employees within the unit who are interested shall apply within said posting period by signing their name to the posting. Consideration shall be given to those applicants who have the ability to do the work for the job under consideration. In the event there is more than one applicant for the promotion with the ability to do the work, consideration shall be given to those applicants who have the ability to do the workj for the job under consideration,

Section 4. Determination:

The determination shall be made on the basis of merit, i.e. the employee's experience, the employee's demonstrated competence to perform the available work, the employee's training and seniority where merit is determined to be equal by the Sheriff.

Section 5. Denial of Position:

In the event the senior Sheriff Department applicant is denied the promotion to another bargaining unit position, the reasons for the denial shall be given in writing to the Union, provided that this is requested by the Union. If said applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. However, promotions by the Sheriff to positions outside the bargaining unit (including, but not limited to, the positions of Undersheriff) are not subject to this provision nor subject to the grievance and arbitration procedures.

**ARTICLE 13 - HEALTH AND SAFETY**

Section 1. Objective:

The County and the Union subscribe to the principle of good health and safety conditions. Where the County shall deem it necessary it shall provide for protective devices and equipment subject to such rules for the preservation, use and care of such equipment. It is understood that employees are expected to work in a safe manner and shall cooperate with the County in all safety and health procedures and shall make proper use of all equipment and devices provided for such purposes. The Union will cooperate in assisting and maintaining all safety and health procedures established by the County. It is expressly understood that violation of safety rules or regulations may result in disciplinary action up to and including discharge. If the Union is requested to talk with an employee regarding a safety or health matter, the Union steward shall do so.

Section 2. Safety Committee:

The Safety Committee will consist of the Chapter Chairperson, the Steward and two representatives designated by the Sheriff. The Safety Committee will meet at the request of either party, or whenever a valid safety condition arises. In the event the Employer fails to address a valid safety recommendation of the Union, then the Union and Sheriff agree to meet and discuss the safety issue, and the possible methods to address the matter. If the safety issue is not satisfactorily resolved, the Union may process the safety condition as a grievance at Step 2 of the grievance procedure. If a safety grievance is processed to arbitration, the authority of the arbitrator shall be limited to the extent he/she shall not issue an award which the implementation thereof shall cost the County more than \$20,000.00.

Section 3. Firearm training will be conducted for all certified sworn Road Patrol Deputies and all officers that the Sheriff deems necessary at least twice a year.

**ARTICLE 14 - VETERANS**

Section 1. Requirement:

The reemployment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

Section 2. Military Leave of Absence:

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 when they are in full-time duty in the Reserve or National Guard for training purposes, provided proof of service and pay is submitted. Such supplemental payment is limited to two (2) weeks per year.

## **ARTICLE 15 - HOURS OF WORK**

### **Section 1. Scope:**

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. This Article shall not be considered as any basis for the calculation of payment of overtime, which is covered solely in Article 19, Overtime.

### **Section 2. Normal Workday-Workweek:**

The normal work day shall consist of no less than eight (8) consecutive hours in any one day. The normal payroll period will be a two week period, (fourteen consecutive days). Under normal scheduling, days off shall not be less than two (2) consecutive days. The work schedule shall be set by the Sheriff and posted every fourteen (14) days. The work schedule will not be changed with less than fourteen (14) calendar day notice without the consent of the employee(s) involved, except in an emergency.

### **Section 3. Shift Preference:**

Employees who are classified as Deputy Correction Officer/Dispatcher shall have the right to exercise shift preference, when applicable, on the basis of seniority once each year, by sending the Sheriff a letter requesting the shift change by the first of December, so the change can be made by the first of January. Shift preference may also be exercised in the event of a permanent vacancy or if the Sheriff changes from standard shifts to swing shifts or from swing shifts to standard shifts.

### **Section 4. Shifts:**

Shifts shall be defined as follows: The first shift of any work day starts on or after 4:00 a.m., but before 12:00 p.m.; the second shift starts on or after 12:00 p.m., but before 8:00 p.m.; and the third shift starts on or after 8:00 p.m., but before 4:00 a.m.

Section 5. Rest Break:

All employees may take a fifteen (15) minute rest break in the first half of their work period and a fifteen (15) minute rest break in the second half of their work period, at a time specified by their supervisor. Rest breaks are to be confined to their building, if applicable and are not to interfere with the operation of the Department. Such breaks are non-accumulative.

**ARTICLE 16 - RATES OF PAY**

Section 1. Pay Day:

Pay day will be every other Thursday.

Section 2. Wage Rates and Salaries:

A wage rate and salary schedule as set forth in Appendix A, attached hereto, and made a part hereof, setting forth the hourly rate and/or annual salary for the various bargaining unit classifications is accepted by the parties hereto as the established rates and/or salaries for all hours of work within a classification and shall remain in effect for the term of this Agreement.

Section 3. Rates for New Jobs:

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate is proper, it shall be subject to negotiations.

Section 4. Temporary Assignments:

Temporary assignments for the purpose of filling vacancies of employees who are on a leave of absence as defined in Article 25, will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

Section 5. Jury Duty:

Employees who lose time from work during their normal schedule of work

because of jury duty shall be paid the difference between what the employee receives as pay for jury duty and what he would have earned had he been able to work his entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he is excused from jury duty, provided he is excused during his regularly scheduled shift. Failure of the employee to so report shall cause him to forfeit all right and claim to jury pay under this section.

#### Section 6. Shift Differentials:

Individuals employed in the portions of Deputy or Deputy Correction Officer/Dispatcher scheduled to work on the second shift shall be paid a premium of forty (40) cents per hour for all hours worked by his/her on that shift. Deputies or Deputy Correction Officer/Dispatchers scheduled to work third shift shall be paid a premium of forty-five (45) cents per hour for all hours worked by his/her on that shift.

### **ARTICLE 17 - SICK LEAVE**

#### Section 1. Accumulation and Use:

Full time seniority employees hired before December 31, 2002 shall accumulate sick leave at the rate of 3.7 hours per pay period for each pay period with a maximum accumulation of six hundred thirty (630) hours.

Full time seniority employees hired on or after December 31, 2002, shall accumulate sick leave at the rate of 3.23 hours of paid sick leave for each pay period that said employee is actually on the employer's payroll, being paid from general funds. Such days shall be accumulated to a maximum of six hundred thirty (630) hours.

In order to accumulate sick leave or any given pay period an employee must actually be on the Employer's payroll, and being paid out of the general fund.

#### Section 2. Pay-Out:

Full time seniority employees may elect to receive cash pay-off of sick leave hours accumulated in excess of five hundred (500) hours (up to the maximum 630 hours) by notifying the Sheriff in writing by October 31. The payment shall be made in

December of said year. Pay-off of sick leave shall be at the rate of four (4) hours for each eight (8) hours accrued six hundred thirty (630) hours accrued

Section 3. Sick Leave Use and Donation:

It is provided that in addition to the use of accumulated paid sick leave days for an employee's own sickness, employees shall be allowed to use up to a maximum of forty (40) hours paid sick leave each contract year out of those paid sick leave days already earned and accumulated for the purpose of sickness occurring in the employee's immediate family. Immediate family for this purpose under this section of the Agreement is defined as meaning the employee's mother, father, spouse, child or member of the employee's immediate household living with the employee. At the employee's option and with the approval of the Sheriff, a maximum of eight (8) hours of sick leave per year may be donated to other employees who have no accumulated sick leave. Sheriff shall not be arbitrary or capricious in his approval/denial.

Section 4. Payment of Sick Leave Days at Retirement:

An employee who separates from the County employment after ten (10) years of employment shall be paid one-half of their unused sick leave as of the effective date of separation.

Payment of any unused sick leave days under this section shall be at the employee's prevailing rate of pay and the payment of one-half of all accumulated sick leave days shall be based on a maximum possible accumulation of ninety (90) days.

**ARTICLE 18 - FUNERAL LEAVE**

Section 1. Eligibility:

Employees, who have completed their probationary period, shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost during their normal work week, not to exceed three (3) days, to make arrangements for and/or attend the funeral of a member of their immediate family. This payment shall not be made for any such three (3) days on which



the employee, for any other reasons, would have been absent from work. Immediate family shall be defined as an employee's current spouse, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, and grandchildren. The three (3) days above referred to shall end not later than the calendar day following the day of the funeral, and to be eligible for such pay the employee must notify the employer as soon as possible of the necessity for such absence, must attend the funeral, and if requested by the Employer, must present proof of death.

#### Section 2:

Additional funeral days:

- A. Without pay, or
- B. While using accrued sick time or vacation or personal time may be granted at the discretion of the Sheriff.

#### Section 3:

Funeral leave to attend a funeral of a friend or to act as a pallbearer will be granted at the discretion of the Sheriff with time deducted from sick leave or vacation as specified by the Employer.

### **ARTICLE 19 - OVERTIME**

#### Section 1. Conditions Under Which Overtime Rates Shall Apply:

All earned, banked or accrued time paid shall be considered as time worked for the purpose of overtime. Overtime rate of one and one-half (1 ½) times the regular hourly rate shall be paid as follows:

- A. For all hours worked over eight (8) in one day, if assigned to an eight (8) hour schedule, or ten (10) in a day, if assigned to a ten (10) hour schedule unless occurring as a result of a change of shift agreed to by the employee, or over eighty (80) hours per pay period.
- B. For all hours worked over twelve (12) in one day, unless occurring as a

result of a change of shift agreed to by the employee, or over eighty (80) hours in a payroll period when scheduled to work twelve (12) per day shifts;

- C. For all hours worked on a holiday, which is in addition to holiday pay.
- D. For all hours any Sheriff Department employee spends in court on his/her scheduled day off;
- E. Whenever a certified deputy is required to work on their scheduled day off he shall be paid one and one-half (1 ½) times his normal pay rate or he shall take time off at one and one-half (1 ½) times all hours worked on said day. If the employee elects to take time off, said time of must be taken before the end of the following pay period from the time actually worked.
- F. When overtime is paid, union members will be offered the assignment before any one else. If work is assigned to persons outside the unit, no unit member shall lose any time off their normal regular schedule work day, work week, or pay period.
- G. After ten (10) hours per day, eighty (80) hours per two weeks for Road Deputies.

#### Section 2. Reporting Allowance – Overtime:

All bargaining unit employees reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

#### Section 3. Equalization of Overtime Hours:

The Employer agrees to equalize overtime as equal as possible among employees in the same classification over a twelve (12) month period of time.

#### Section 4. Non-Duplication.

- A. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rate shall not be counted further for any purpose in determining overtime liability under the same or any provision.

- B. Hours paid for but not worked shall not be counted in determining overtime liability.

Section 5. Vacant Shifts.

- A. Senior employees shall be permitted to bid up to fill vacant shifts where such vacancy consists of three (3) consecutive shifts by order of seniority. The vacancy created by an employee's exercise of this bid may be filled by part-time employees. In the event such part-time employees would make an overtime rate, then the hours will be available by seniority.
- B. If overtime is to be paid it will be offered in the standard normal practice. The Sheriff may fill a vacant shift with non-union help only if the hours would create an overtime situation or have been denied by union part-time employees.
- C. If an employee, by the employees' choice, works a roll-back shift or more than one shift in the 24 hour period, it shall be paid at straight time.
- D. If an employee is mandated by the Sheriff or his designee to work a roll-back shift or more than one shift in the 24 hour period, it shall be paid at time and one-half the employee's regular rate of pay.

Section 6. Entitlement to Overtime Pay and Compensatory Time Off.

Subject to the Provisions of this Section, employees covered by this Agreement shall, at the option of the Employee, be granted compensatory time off work in lieu of the payment of overtime pay under this Agreement. However, where granted, Employees may be granted compensatory time off work which shall be granted on the following basis:

- (a) Straight time shall be granted for all scheduled compensatory time taken in the same two week pay period in which the compensatory time was earned;
- (b) Time and one-half (1-1/2) shall be granted for all hours actually worked in excess of eighty (80) hours per two weeks to a maximum accumulation of one hundred twenty (120) hours;

- (c) Compensatory time must be used before vacation or personal leave time.

The scheduling of compensatory time off work must be approved in advance by the employee's immediate supervisor. If compensatory time is granted, the Employee who requests the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request, provided the use of compensatory time off does not disrupt the operations of the Department. In no case shall an employee be permitted to accrue more than one hundred and twenty (120) hours of compensatory time off work. employees who have accrued more than one hundred and twenty (120) hours of compensatory time off, shall, for additional hours of work in excess of eighty (80) hours per two week pay period, be paid for such additional worked time at the rate of time and one-half (1-1/2) their regular rate of pay. Upon termination of employment, employee's shall be paid for all accrued but unused compensatory time earned.

**Section 7 – Court Time & Call-in:**

All bargaining unit members reporting for Court or Administrative hearings, or called into work outside of their regular schedule, shall receive a minimum of two (2) hours pay at time and one-half (1.5X). employees shall not be held over by the Employer in the event the employee's court obligation lasts less then two (2) hours, except in the case of emergency.

In the event a Court or Administrative hearing is cancelled or adjourned with less than eight (8) hours notice to the employee(s) involved, the employee(s) shall receive the Court Time premium minimum. Notice under this section may be by telephone answering machine/voice mail.

**ARTICLE 20 - HOLIDAYS**

**Section 1. Designated Holidays:**

The following days shall be designated and observed as holidays for all employees of the Sheriff's Department excluding Road Deputies. Employees shall

receive Holiday pay, based on their regular scheduled workday, for said Holidays. Employees required to work on any of the recognized Holidays shall receive time and one half (1.5X) for all hours worked on the Holiday, in addition to their Holiday pay.

New Year's Day	Labor Day
Veteran's Day	Thanksgiving Day
Martin Luther King's Day	Day after Thanksgiving
President's Day	Day before Christmas
Good Friday	Christmas Day
Memorial Day	Day after Christmas
Independence Day	

For employees in the Corrections/Clerk Typist classification, should a holiday fall on a Saturday, then the Friday prior to the holiday shall be considered as the said holiday. Should a holiday fall on a Sunday, the following Monday shall be considered as the said holiday. However, if the Friday and/or Monday are already a holiday or a designated holiday, the employee will be paid eight hours at their current rate of pay.

Section 2. Eligible Employees. To be eligible, the employee must be on the seniority list as of the date of the holiday and must have worked the full scheduled day after such holiday, unless excused. For this purpose, the employee will be considered as having worked such days if he was on paid vacation, or was receiving paid sick leave, and provides a doctor's slip that the employee received medical treatment on such sick day(s).

Any employee who is scheduled to work on a holiday recognized under this Agreement, or who otherwise agrees to work on such holiday, but fails to report for work unless otherwise excused for a reason satisfactory to the Employer, shall not be entitled to holiday pay.

Section 3. Holidays for Road Deputies.

The following days shall be designated and observed as Holidays for all Road Deputies of the Sheriff Department. Road Deputies shall receive Holiday pay, based on their

regular scheduled workday, for said Holidays. Employees required to work on any of the recognized Holidays shall receive time and one half (1.5X) for all hours worked on the Holiday, in addition to their Holiday pay.

Memorial Day	Labor Day	Martin Luther King's Day
Independence Day	Thanksgiving Day	Veteran's Day
New Year's Day	Christmas Day	Presidents Day
Good Friday		

### **ARTICLE 21 - PERSONAL LEAVE**

Each bargaining unit employee, after completing one (1) year of employment in a classification in the bargaining unit, shall be eligible for eight (8) hours of personal leave. Employees completing two (2) or more years of employment within the bargaining unit, shall be eligible for twenty-four (24) hours of paid personal leave. Commencing January 1, 2004, Corrections Officers completing two (2) or more years of employment within the bargaining unit shall be eligible for thirty two (32) hours of paid personal leave. In order to receive pay for personal leave times, an employee must give the Sheriff at least seventy-two (72) hours notice of his/her desire to take said leave and must receive the approval of the Sheriff. Said approval shall be granted based upon the operational needs of the department, as determined by the Sheriff. Personal leave days shall not be accumulated from year to year.

### **ARTICLE 22 - VACATIONS**

#### **Section 1. Eligibility:**

To be eligible for a vacation in any calendar year during the terms of this Agreement, the employee must:

- A. Have performed work during such calendar year, except where an employee has failed to perform such work because of illness or physical disability.

B. Have one (1) year or more of continuous service.

Section 2. Length of Vacation:

An eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during his continuation of this Agreement, shall receive a vacation corresponding to such years of continuous service as shown in the following table:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 but less than 2	1.53 hours per pay period for a maximum of forty (40) hours of vacation per year.
2 but less than 4	3.08 hours per pay period for a maximum of eighty (80) hours of vacation per year.
4 but less than 8	4.62 hours per pay period for a maximum of one hundred twenty (120) hours of vacation per year.
8 but less than 15	6.15 hours per pay period for a maximum of one hundred sixty (160) hours of vacation per year.
15 or more	7.7 hours per pay period for a maximum of two hundred (200) Hours of vacation per year.

When a holiday is observed by the County during a scheduled vacation, the vacation will be extended one day, either before or after, continuous with the vacation.

Section 3. Vacation Pay:

Each employee granted a vacation under this Article will be paid at his current rate based on his regular work week at straight time.

Section 4. Pay in Lieu of Vacation:

A vacation may not be waived by an employee and extra pay received for work during that period, except in cases of extreme emergency.

#### Section 5. Scheduling Vacation.

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficiency of the Department concerned.
- B.
  - 1. Employees shall schedule their vacations by March 1 for the remainder of the calendar year in order to have vacation requests scheduled on the basis of seniority.
  - 2. Thereafter, vacation requests shall be granted on a first request basis.
- C. All vacation must have the approval of the Sheriff or his designee. Employees must notify the Sheriff in writing at least ~~sixty (60)~~ **thirty (30)** calendar days, if possible in advance of the vacation period desired. If the period is suitable and the schedule permits, the vacation request will be granted and the employee shall be notified within forty eight (48) hours of being submitted.

#### Section 6. Maximum Accumulation

- A. An employee shall not accumulate more than two hundred forty (240) hours of vacation time.
- B. If requested vacation usage has been rejected by the Sheriff due to special events, scheduling, etc., the employee will be allowed to carry more than the two hundred forty (240) hours listed above until such time that the Employer can make arrangements for the employee to take vacation time prior to losing any of the employee's accumulation.

#### Section 7. Payoff:

The employee will be paid for all accumulated vacation leave up to two hundred (200) hours upon termination of employment or in the event of death to the spouse of the deceased, if applicable, otherwise to the estate of the deceased.



## **ARTICLE 23 - PENSION**

### **Section 1. Program:**

The pension plan shall be the Municipal Employee's Retirement System (MERS) B-4 with the E2-E1 option effective the first full pay period in January, 1995. Effective October 1, 2002, the "Optional Waiver" allowing an employee to retire at any age with a minimum of twenty-five (25) years of continuous service shall be implemented.

### **Section 2. Cost Division:**

Employees hired before December 31, 2002 shall pay a pension contribution of eighty seven one hundredths (.87) percent of qualified earnings, through payroll deduction, into the MERS Defined Benefits Pension System.

In the event that the total cost of the MERS Defined Pension System increases by more than three (3) percentage points during the term of this Agreement, either party may reopen this Agreement for the single purpose of negotiating Employer/Employee pension contribution rates.

### **Section 3. Defined Contribution Plan:**

For employee's hired on or after December 31, 2002, appropriate employees in the bargaining unit will be covered exclusively by the Municipal Employees Retirement Systems defined contribution program. Under this program, the Employer will initially contribute 4% of the employees salary to the Program. Thereafter, if an employee elects to contribute 3% of the employee's salary to the Program, the County will contribute for those employee's who make such election an additional 3% of the employee's salary to the Program.

## **ARTICLE 24 -- INSURANCE**

### **Section 1A. Hospitalization Insurance:**

The County agrees to provide for each eligible employee who has completed the eligibility requirements with the County's Community Blue PPO Plan 1 with \$10/\$20 drug rider, optical, dental and family continuation, up to the following sums per month for

hospital, and surgical insurance, dental and a drug card:

Effective January 1, 2010:

One Person Coverage	\$732.72
Two Persons Coverage	\$1539.48
Family Coverage	\$1779.18

If the foregoing rates increase above these levels, the employee will pay the increased cost through payroll deduction. In that event either party may reopen the Agreement in order to negotiate Medical insurance only.

The employer agrees to pay one half of the same coverage for all part-time employees.

Modifications.

Effective upon signing of this Agreement the deductible will be changed to \$100/\$200, and the Office Visit co-pay will be \$30.00,

Effective 1/1/11 the deductible will be changed to \$200/\$400, and the Emergency Room co-pay will be \$100.00.

Effective 2012 the Deductible will be \$250/\$500.

Section 1-B Retirement Insurance

Upon retirement employees shall have their health insurance paid at the following rate:

15 -20 years of service	15% of their BC/BS
20 years of service	40% of their BC/BS
21 years of service	42% of their BC/BS
22 years of service	44% of their BC/BS
23 years of service	46% of their BC/BS
24 years of service	48% of their BC/BS
25 years of service	50% of their BC/BS

This would be only for the employee's portion of the insurance; it would not cover the spouse. For part-time employees with six (6) to twenty (20) years of service, they would

be entitled to one-half percent (½%) per year of service, capped at twenty-five (25%) i.e., 22 years = 11%. Again, this would only be on the employee's portion of the insurance; it would not cover the spouse. The Employer's obligation shall terminate upon the occurrence of one of the following events, whichever ever is earliest:

1. The Employee becomes eligible for Medicare; provided, however, that the Employer shall maintain its current practice of providing supplemental Medicare coverage; or,
2. The Employee becomes eligible for health insurance from another source, i.e. other employment, spousal coverage, military benefits, etc. However, an employee who is disqualified under provision shall have the right to re-enroll in the Employer's retiree health plan if the employee is no longer eligible for coverage from another source.

#### Section 1C. Selection of Insurance Carriers:

The County Board of Commissioners reserve the right to select or change the insurance carriers; or to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the benefits are equivalent or better. No such change shall result without meeting with the Union to review the new carrier's policy if the Union requests such a meeting. The Union shall be notified in writing at least thirty (30) days prior to any change.

#### Section 2. Workers' Compensation Insurance:

Employees will be covered by the applicable Workers' Compensation laws. The Employer will pay for the waiting period for an employee who actually qualifies for Workers' Compensation.

#### Section 3. False Arrest Insurance:

The Employer shall carry sufficient liability insurance on all employees to cover possible False Arrest suits.

Section 4. Part-Time Employees:

The above pension and hospitalization insurance plans shall be applied to part-time employees as one of their benefits on a pro-rated basis (based on hours normally worked as a percentage of a full-time employees - 2,080 yearly hours worked).

Section 5. Life Insurance:

The Employer will provide for each full-time employee, life insurance in the amount of Sixty Thousand Dollars (\$60,000.00)

**ARTICLE 25 - LEAVES OF ABSENCE**

Section 1. Family and Medical Leave.

A. General.

1. A regular employee who has completed twelve (12) months of employment and worked at least 1,250 hours for the Employer in the twelve (12) month period preceding the leave date shall be granted an unpaid personal leave of absence for a period not to exceed a total of twelve (12) weeks within a twelve (12) month period. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave, and must be approved by the Employer. Employees who have worked less than twelve (12) months or who have worked less than 1,250 hours in the twelve (12) months preceding the leave date may be granted unpaid leave of absence at the discretion of the Employer. An unpaid leave of absence under this section shall (as to eligible employees) or may (as to ineligible employees) be granted in the following cases:

- a. A serious health condition that makes the employee unable to perform the functions of his/her position;
- b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
- c. Because of the placement of a child with the employee for adoption or foster care and in order to care for such child;
- d. Because of the birth of a child of the employee and in order to care for such child; or
- e. For other reasons deemed appropriate by the Employer.

2. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.

3. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

4. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

5. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993 and should be interpreted and applied to achieve that effect.

6. The Federal Family and Medical Leave Act, (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces (Service member FMLA). This policy supplements the County FMLA policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Service member FMLA Leave are governed by our existing FMLA policy.

1. Employee entitlement to Service member FMLA:

Service member FMLA provides eligible employees unpaid leave for anyone, or for a combination, of the following reasons:

- a. A qualifying exigency" arising out of a covered family members active duty or call to active duty in the Armed Forces in support of a contingency plan, and/ or;
- b. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank

or rating.

2. Duration of Service member FMLA:

When Leave is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12 month period.

When leave is to care for an injured or ill Service member:

An eligible employee may take up to 26 work weeks of leave during a single 12 month period to care for the Service member. Leave to care for an injured or ill Service member, when combined with other FMLA qualifying leave, may not exceed 26 weeks in a single 12 month period.

3. Service member FMLA runs concurrent with other leave entitlements provided under Federal, State and Local law.

B. Continuation of Benefits:

All leaves of absence under this section shall be without pay (except where the employee is required to exhaust accrued leave as above) and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees who have worked at least 1,250 hours of service in the twelve (12) months prior to the leave, for a maximum period of twelve (12) weeks while the employee is on approved leave of absence under conditions (a), (b), (c) or (d) listed in the first section (A) 1 above. This twelve (12) week period of health insurance continuation shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverage's at their own expense during an unpaid personal leave of absence after the periods noted above.

C. Reinstatement After Leave:

When a leave of absence under condition (a) above is granted for longer than twelve (12) months, or under conditions (b), (c) or (d) above is granted for longer than

twelve (12) weeks, or for longer than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when the employee returns to work. That decision will be at the discretion of the Co-employer.

D. Notice:

For leave taken due to the birth of a child or the placement of a child with the employee, and where the leave is foreseeable based on the anticipated birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice prior to the date of leave, except that if the actual date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable. When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

E. Certification of Medical Leaves:

For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;

4. When applicable, a statement that the eligible employee is needed to care for a child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

F. Second Opinion:

In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

G. Resolution of Conflicting Opinions:

When the second opinion described above differs from the opinion in the



original certification, the Employer may require at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

H. Subsequent recertification:

The Employer may require that the eligible employee obtain subsequent recertification's on a reasonable basis.

I. Supplemental Employment:

An employee on a family and medical leave shall not engage in employment. Failure to comply with this provision will result in complete loss of seniority rights for the employee involved.

Section 2. Medical Leave of Absence:

An employee who because of accident, illness or pregnancy, is physically unable to report to work shall be given a leave of absence without pay or benefits except as allowed under the sick leave provisions of this Agreement, for up to one (1) year, provided he/she properly notifies the Employer of the necessity there for, and provided further that he/she supplies the Employer with a certification from a licensed physician of the necessity for the continuation of such absence when the name is requested by the Employer. The Employer may approve an extension of the leave of absence for up to an additional one (1) year period, provided medical certification from a licensed physician for an extension is provided. In addition, the Employer may require a medical examination, at its expense, by a physician of its choosing and certification from its doctor as to the necessity of the extension.

Section 3. Seniority While on Leave:

Employees shall accrue seniority while on leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted or to a position to which his seniority entitles him.

Section 4. Union Leave:

Members of the bargaining unit elected to attend a function of the Police Officers Labor Council, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions, but may use annual leave.

Section 5. Undersheriff Position Leave:

An employee shall be given a leave of absence for up to two (2) years to fill the Undersheriff position if appointed by the Sheriff. In the event the appointment exceeds two years, the employee shall retain all accrued seniority, but shall not accumulate any further seniority while serving as an Undersheriff. An employee may be returned to the bargaining unit from the position of Undersheriff if there is a current vacancy or may be placed on the layoff list for a period of three years unless the employee has lost the certification necessary to perform the job or the length of his seniority, whichever is lessor. In the event the employee returns to the bargaining unit, the employee's seniority shall recommence as of the date the employee returns to the bargaining unit.

**ARTICLE 26 - MISCELLANEOUS**

Section 1. Bulletin Board:

The Employer will provide a bulletin board in the Sheriff's Department, which may be used by the Union for posting notices pertaining to Union business.

Section 2. Telephone Expense:

The Employer shall reimburse Road Deputies for telephone calls incurred in connection with County business.

Section 3. Uniforms and Uniform Allowance:

The Employer shall provide each employee working in the Jail, and Road Deputies, with uniforms as deemed necessary by the Sheriff. The uniforms shall be the

property of the County.

It shall be the responsibility of the Employer to clean and otherwise maintain the uniforms. The Employer shall also provide the following:

Badges

Glasses (replacement for glasses broken in line of work)

One set of fatigues (not to be construed as a daily dress) (Road Deputies)

Shoes (For uniformed personnel, reimbursement of \$50.00 per year or \$100.

(if reimbursement was not made for an eligible employees during the previous year, upon submission of a sales receipt for the purchase of shoes/boots approved by the Sheriff.

The Employer shall also provide the equipment necessary, as determined by the Sheriff, for the performance of the employees' duties and for training purposes.

#### Section 4. Physical Examinations:

The Employer may, upon cause, require an employee to submit to a fitness for duty examination. The Employer will pay all costs for the examination required by the Employer.

#### Section 5. Transporting Prisoners:

Two employees shall be utilized if a prisoner is transported over 200 miles. Employees transporting prisoners shall be reimbursed for overnight lodging when the total miles will exceed 700 miles and where the employee actually incurs lodging expense.

#### Section 6. Training and Certification Requirements:

The Employer shall pay for all training and certification requirements mandated by the Employer to include, but not be limited to: any tuition, books, fees, as well as travel, lodging and meals consistent with the County's policy regarding travel.

#### Section 7. Resident Deputies:

If resident deputies are required to relocate on a temporary or permanent basis,

the Employer will either provide housing or reimburse the employee the total cost of moving expenses. Any intention on the part of the employer to relocate an employee on a temporary or permanent basis shall be subject to a special conference, and shall be subject to the fourth step of the grievance procedure.

### **ARTICLE 27 - LONGEVITY**

A regular full-time employee who has attained the following length of continuous service with the Employer and who is employed at the date of payment and has actually worked or been paid from County general fund dollars for twelve hundred (1200) hours during the year, shall be eligible for the following longevity payments to be paid on or about the first payroll period following the employee's anniversary date of employment. The employee must notify the payroll department at least two (2) pay periods before his/her anniversary date of the expected longevity payment.

Employee who has completed 4 years of service	\$400.00
Employee who has completed 5 years of service	\$500.00
Employee who has completed 6 years of service	\$600.00
Employee who has completed 7 years of service	\$700.00
Employee who has completed 8 years of service	\$800.00
Employee who has completed 9 years of service	\$900.00
Employee who has completed 10 years of service	\$1,000.00
Employee who has completed 11 years of service	\$1,100.00
Employee who has completed 12 years of service	\$1,200.00
Employee who has completed 13 years of service	\$1,300.00
Employee who has completed 14 years of service	\$1,400.00
Employee who has completed 15 years of service	\$1,500.00
Employee who has completed 20 years or more of service	\$2,000.00

Employees hired on or after December 31, 2002 shall not be entitled to longevity pay.

**ARTICLE 28**  
**TERMINATION**

This Agreement which shall be effective January 1, 2010, except as otherwise expressly provided herein, shall continue in full force and effect until midnight, December 31, 2012, and from year to year thereafter, unless either party shall give notice to the other of its intentions to terminate or modify the same. Such notice shall be given at least ninety (90) days but not more than one hundred twenty (120) days prior to December 31, 2012, or any anniversary date next following said notice. Said notice shall be in writing and shall be sufficient if sent by certified mail addressed to Police Officers Labor Council, 667 East Big Beaver Road, Suite #205, Troy, Michigan, 48083; and if to the Employer, addressed to Mackinac County Board of Commissioners, Mackinac County Courthouse, St. Ignace, Michigan, 49781, or to such address as either party hereafter designates in writing to the other.

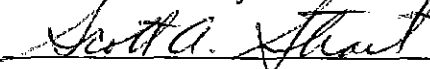
IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives this 25<sup>th</sup> day of March, 2010.

**COUNTY OF MACKINAC**

  
\_\_\_\_\_

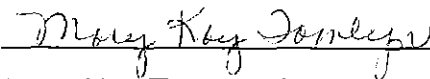
Dawn L. Nelson, Chairperson

Mackinac County Board of Commissioners

  
\_\_\_\_\_

Scott A. Strait, Sheriff


Mackinac County

  
\_\_\_\_\_

Mary Kay Tamlyn, Clerk

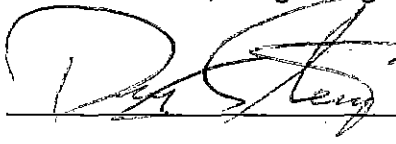
Mackinac County

**POLICE OFFICERS LABOR COUNCIL**

  
\_\_\_\_\_

Jerry Caster, Field Representative

Willie Lalonde, Bargaining Comm.

  
\_\_\_\_\_

Dustin Stempki, Bargaining Comm.

POLICE

APPENDIX - A  
CLASSIFICATIONS - WAGE RATES AND SALARY SCHEDULE

Section 1. Effective the first full pay period beginning on or after January 1, 2010, the following wage rates and schedule shall apply to full time employees:

CLASSIFICATION-WAGE SCHEDULE

January 1, 2010- December 31, 2010

Pay Grade	Hire	1	2	3	4	5
2	\$9.14	\$9.69	\$10.25	\$10.81	\$11.36	\$13.69 <sup>80 hrs</sup> 28,475.20
3	\$11.17	\$11.79	\$12.40	\$13.02	\$13.63	\$16.05 33,384.00
4	\$11.46	\$12.06	\$12.67	\$13.27	\$13.89	\$16.30 33,904.00
5	\$12.77	\$13.17	\$13.57	\$13.97	\$14.37	\$16.56 34,444.80
8	\$14.62	\$15.27	\$15.92	\$16.55	\$17.20	\$19.63 40,830.40

January 1, 2011- December 31, 2011

Pay Grade	Hire	1	2	3	4	5
2 1131.20	\$9.59	\$10.14	\$10.70	\$11.26	\$11.81	\$14.14 <sup>80 hrs</sup> 29,411.20
3 1320.00	\$11.62	\$12.24	\$12.85	\$13.47	\$14.08	\$16.50 34,320.00
4 1340.00	\$11.91	\$12.51	\$13.12	\$13.72	\$14.34	\$16.75 34,840.00
5 1360.80	\$13.22	\$13.62	\$14.02	\$14.42	\$14.82	\$17.01 35,380.80
8 1606.40	\$15.07	\$15.72	\$16.37	\$17.00	\$17.65	\$20.08 41,766.40

January 1, 2012- December 31, 2012

Pay Grade	Hire	1	2	3	4	5
2	\$9.99	\$10.54	\$11.10	\$11.66	\$12.21	\$14.54
3	\$12.02	\$12.64	\$13.25	\$13.87	\$14.48	\$16.90
4	\$12.31	\$12.91	\$13.52	\$14.12	\$14.74	\$17.15
5	\$13.62	\$14.02	\$14.42	\$14.82	\$15.22	\$17.41
8	\$15.47	\$16.12	\$16.77	\$17.40	\$18.05	\$20.48 <i>42,548.40</i>

Section 2: For the term of this Agreement, full time employees who work a minimum of 2,080 hours per year under this Agreement are guaranteed a pay increase, on an annualized basis. Employees who work less than 2,080 hours will be paid the minimum raise, if applicable, on a pro-rata basis.

Section 4.

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Road Deputy	8
Chief Corrections Officer	8
Corrections/Clerk Typist	3
Corrections Officer	5
Lead Cook	4
Cook	2
Admin. Aide-Sheriff	3
Deputy Clerk/Corrections Officer	5

Retroactive pay to those employees employed on the date of ratification only.

Section 5. New Hires:

New hires may be started at a level within the established salary range above the normal starting rate, at the sole discretion of the Employer due to qualifications, ability, special skills and/or experience.

Section 6. Part-Time Overtime & Holidays:

Part-time Relief Correction Officer shall be paid overtime for hours worked in excess of forty (40) hours per week and be paid holiday pay for hours worked during a 24-hour holiday period.

Section 7. Pay Rate Progression:

Except as provided in Section 5, each new full-time employee covered, by this Agreement, shall initially be paid at the "Start" rate for the wage band applicable to their classification. Upon successful of one year of full time employment in the classified position, he shall automatically advance to "Step 1" of his wage band. Advancement to "Step 2" and all subsequent Steps in the classified position shall be placed into effect after completion of one (1) year of additional full time service based upon straight time hours of work.

Section 8. Part-Time Pay Rate Progression:

Upon completion of the straight time (excluding overtime) number of hours worked equivalent to the completion of the one year of straight time service in the classified position for a full time employee occupying the same classification, a part time employee shall receive their initial Step increase on the salary schedule. Thereafter, further Step increases shall be granted whenever the part time employee has worked the necessary straight time (excluding overtime) hours equivalent to the full time straight time requirements for their classification.



# Letter of Agreement

## Mackinac County Sheriffs Office Employees Police Officers Labor Council And The Mackinac County Board of Commissioners and the Mackinac County Sheriff

### Addendum to Health Insurance

The prescription plan needs to be clarified as it relates to the collective bargaining agreement for the 2010 to December 31, 2012 contract period.

The underlying prescription plan is Blue Cross/ Blue Shield \$15G/\$30B prescription plan that is wrapped to a \$10G/\$20B drug plan via a second submit process through MEBS. This is to remain in effect through the duration of this contract period.

Also the emergency room co-pay that was to increase to \$100 effective 1/1/2011 has been eliminated from the contract.

This addendum must be signed and dated by March 31, 2010 to comply with the requirements set forth by Blue Cross/Blue Shield to maintain the current prescription plan.

Mackinac County

*Dawn L. Nelson* 3.26.10  
Dawn L. Nelson, Chairperson Date

*Scott A. Strait* 3/26/10  
Scott A. Strait, Sheriff Date

*Mary Kay Tamlyn* 3/26/10  
Mary Kay Tamlyn, Clerk Date

Police Officers labor Council

*Jerry Caster* 3-30-10  
Jerry Caster, Field Representative Date

*Willie LaLonde*                       
Willie LaLonde, Steward Date

*Dustin Stempki* 3/27/10  
Dustin Stempki, Steward Date