

Agreement between the

COUNTY OF MARQUETTE, MICHIGAN

and the

MARQUETTE COUNTY SHERIFF

and the

MARQUETTE COUNTY SENIOR OFFICERS

ASSOCIATION

Effective Date: April 1, 2011

Termination Date: December 31, 2012

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1 AGREEMENT

2

3 **ARTICLE 1. PREAMBLE.****

4 This Agreement, entered into this 1st day of April 2011 between the County of Marquette, Michigan, a
5 Municipal Corporation, and the Sheriff of Marquette County, Michigan, as co-employers (hereinafter
6 referred to as the "EMPLOYER"), and the Marquette County Senior Officers Association.

7

8 **ARTICLE 2. PURPOSE AND INTENT.**

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

12 The parties recognize that services to be offered by the Employer will be determined by applicable
13 State and Federal laws in addition to the statutory authorities vested in the Office of Sheriff. The parties
14 further recognize that the job security of the employees depends on establishing and maintaining viable
15 services within the limits set by these laws.

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

18

19 **ARTICLE 3. LANGUAGE.**

20 Unless otherwise expressly defined in this Agreement, all words shall connote their common meaning.

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

23 Wherever in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related
24 pronouns may appear, either as words or as part of words, they have been used for literary purposes and
25 are meant in their generic sense (i.e., to include humankind--both female and male sexes).

26 Unless otherwise provided, wherever in this Agreement the term Employer is used in a
27 communications context, such communication shall be directed to the Sheriff and copied to the Human
28 Resources and Risk Manager. Similarly, wherever the term Association is used, such communication shall
29 be directed to the Local President, unless otherwise provided.

1 **ARTICLE 4. DISTRIBUTION OF AGREEMENT.**

2 The employer agrees to make available to each employee a copy of this Agreement, and to provide a
3 copy of the same Agreement to all new employees entering the employment of the Employer.
4

5 **ARTICLE 5. RECOGNITION.**

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

11 All full-time Captains and Lieutenants.
12

13 **ARTICLE 6. MANAGEMENT RIGHTS.**

14 The County, on its own behalf and on behalf of the electors, and the Sheriff of Marquette County, on
15 his own behalf, herein retain and reserve unto themselves, without limitations, all powers, rights, authority,
16 laws and Constitutions of the State of Michigan and of the United States. Further, except where
17 specifically limited in this Agreement, the management of the Sheriff's Department and the direction of the
18 working force, including the right to determine the size and deployment of the work force, to direct, plan
19 and control law enforcement operations, to hire, lay off, recall, transfer, promote, demote, suspend for
20 cause, discipline and discharge any employees for cause, to introduce new and improved operating
21 methods and/or facilities and to change existing operating methods and/or facilities, to set policies for the
22 department, and to manage in the traditional manner, are vested exclusively in the Sheriff.
23

24 **ARTICLE 7. RESPONSIBILITY.**

25 The Employer agrees that for the duration of this Agreement there shall be no lockouts.

26 The Association, its officers, agents and members agree that for the duration of this Agreement there
27 shall be no strikes, sit-downs, slowdowns, stoppages of work, or any acts of any kind or form whatsoever,
28 however peaceable, that would interfere with the operations of the Employer.

29 Association members will not engage in Association activity on the Employer's time, or engage other
30 employees in Association activity while such employees are on the Employer's time, except as specifically

1 provided by this Agreement. Failure or refusal on the part of any employee fully to observe and obey any
2 and all provisions of this section shall, at the option of the Employer, be subject to proper disciplinary
3 action up to and including discharge.
4
5

6 **ARTICLE 8. ASSOCIATION SECURITY (AGENCY SHOP).**

7 Employees covered by this Agreement shall be required, as a condition of continued employment, to
8 continue membership in the Association or to pay a service fee to the Association equal to that portion of
9 the dues and initiation fees uniformly charged to the membership which is expended for collective
10 bargaining and contract administration for the duration of this Agreement.

11 Employees covered by this Agreement who are not members of the Association at the time it becomes
12 effective shall be required as a condition of continued employment to become members of the Association
13 or to pay a service fee equal to that portion of the dues and initiation fees required for membership which
14 is expended for collective bargaining and contract administration, commencing thirty (30) days after the
15 effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.

16 Employees hired, rehired, reinstated or transferred into the bargaining unit and covered by this
17 Agreement shall be required as a condition of continued employment to become members of the
18 Association, or to pay a service fee to the Association equal to that portion of the dues and initiation fees
19 required for membership which is expended for collective bargaining and contract administration for the
20 duration of this Agreement commencing thirty (30) days after the date of their employment or transfer.

21 Any and all demands for discharge of any employee for failure to comply with the provisions of this
22 article shall be by certified mail to the Human Resources and Risk Manager, copied to the Sheriff.

23 In the event the Employer, acting on the request of the Association, discharges or attempts to
24 discharge an employee at the Association's request, the Association shall indemnify the Employer against
25 any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that
26 shall arise out of the action taken by the Employer for the purpose of complying with any provision of this
27 Agreement.

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ARTICLE 9. DUES CHECKOFF.

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

Dues and initiation fees shall be authorized, levied and certified in accordance with the Constitution and Bylaws of the Local Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees. The Association will provide the Employer a current copy of said Constitution and Bylaws authorizing the levy, and will provide written notice of the amounts of dues, initiation fees or service fees to be deducted.

In the event that a refund is due any employee for any sum deducted from wages and paid to the Association, it shall be the responsibility of such employee to obtain appropriate refund from the Association.

The Employer agrees to provide this service without charge to the Association.

ARTICLE 10. SERVICE FEE CHECKOFF.

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

1 The amount of such service fee will be determined, as set forth in Article 8 of this Agreement. The
2 Association will provide the Employer written notice, as specified in Article 9 of the amount of service fees
3 to be deducted.

4 In the event that a refund is due any employee for any sum deducted from wages and paid to the
5 Association, it shall be the responsibility of such employee to obtain appropriate refund from the
6 Association.

7 The Employer agrees to provide this service without charge to the Association.
8

9 **ARTICLE 11. REMITTANCE OF DUES AND FEES.**

10 Check-off deductions shall become effective at the time a properly executed authorization is received
11 by the Employer. Check-off deductions shall commence at the next regular payroll from which check-off
12 deductions are made and each month thereafter.

13 Deductions for any calendar month shall be remitted to the Financial Officer of the Association at the
14 most recent address submitted to the Employer by the Association. The remittance will be accompanied
15 by an alphabetical list of names and addresses of all employees from whom deductions have been made.
16 The remittance and list will be mailed no later than the fifth (5th) working day of the month following the
17 month in which they were deducted.

18 The Employer shall monthly notify the Financial Officers of the Senior Officers Association of the
19 total amount deducted and of the names and addresses of employees who, through a change in their
20 employment status, are no longer subject to deductions. The Employer will further advise said Financial
21 Officers of all new hires (by means of an alphabetical list) since the date of submission of the previous
22 month's remittance of dues.

23 Any administrative error discovered by either party will be corrected/adjusted in the next remittance
24 check to be issued.
25

26 **ARTICLE 12. SPECIAL CONFERENCES.**

27 Special conferences for important matters or disputes of mutual concern may be scheduled by mutual
28 agreement. Such meetings shall be between the Association representatives, the Sheriff or his designee,
29 and the Human Resources and Risk Manager. A proposed agenda of the matters to be taken up at the
30 special conference shall be submitted at the time a special conference is proposed. The Association will

1 furnish a list of its representatives at the time a special conference is proposed. After a special conference
2 is scheduled and the parties have accepted an agenda, discussion at the conference will be confined to
3 those topics included in the agenda.

4 Special conferences shall not be used as a substitute for the grievance procedure provided by this
5 Agreement, nor shall special conferences become a substitute for the negotiations process.

6 The Association representatives may meet on the Employer's property for at least one (1) hour
7 immediately preceding the conference in a room designated by the Employer, provided Association
8 members will not be compensated for time spent in preparation for a special conference. If special
9 conferences are held during a designated Association representative's regularly scheduled shift, he shall be
10 compensated for time spent in such special conferences.

11 12 **ARTICLE 13. GRIEVANCE PROCEDURE.**

13 The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or
14 improper application of this Agreement.

15 It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the
16 sole means for the peaceable settlement of all grievances that may arise between them as to the application
17 and interpretation of this Agreement without any interruption or disturbances of any sort whatsoever in
18 the normal operations of the Employer. Employees are required to follow and to use this procedure in
19 case they have any grievances that they wish to be considered and settled. Any grievance shall be presented
20 as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonably
21 possible without interruption of work, but, in any event, the grievance in order to become the basis for a
22 claim must be presented within fourteen (14) calendar days after the employee knew or should have known
23 if they exercised reasonable diligence and attention to the occurrence or nonoccurrence of the event upon
24 which the grievance is based, which in no event shall be more than thirty (30) calendar days from the date
25 of such occurrence or nonoccurrence.

26 STEP 1. The grievance shall be presented verbally to the Sheriff or Undersheriff. If the grievance is not
27 resolved, the employee and his Association Representative, if desired, may within five (5) working days
28 present the written grievance to the Sheriff or the Undersheriff and proceed to Step 2 of the grievance
29 procedure.

30 STEP 2. Grievances not resolved in the verbal step shall be reduced to writing, and shall be dated and
31 signed by the employee involved. If such presentation is made in the presence of the Association

1 Representative, he shall countersign the grievance. Both the Sheriff and the County Board of
2 Commissioners, or its designated representative, shall furnish a written, signed disposition to the employee
3 and his Association Representative, if desired, within the first ten (10) working days after such written
4 grievance is presented.

5 STEP 3.

6 a. If the grievance remains unsettled and the grievant wishes to carry it further, the Association
7 Representative shall refer the matter to Association Staff Representative.

8 b. In the event that the Association Staff Representative wishes to carry the matter further, he shall, within
9 fifteen (15) calendar days after answer to Step 2, meet with the Sheriff and the County
10 Board of Commissioners, or its designated representative, for the purpose of attempting to resolve the dispute.

11 In the event of disagreement between the Sheriff and the County Board of Commissioners, or its
12 designated representative, the grievance shall be deemed denied, and the grievant and staff
13 representative shall be notified in writing within fifteen (15) calendar days.

14 c. If the dispute remains unsettled and the Association Staff Representative wishes to carry the matter
15 further, the Association Staff Representative shall file within thirty (30) calendar days of date of receipt of
16 Employer's answer to Step III(b) a demand for arbitration in accordance with the Federal Mediation and
17 Conciliation Service Rules and Procedures. The parties agree to use Paul Glendon or George Roumell as
18 the permanent panel of arbitrators for all arbitrations during the term of this agreement. When available,
19 Paul Glendon shall be the arbitrator for all grievances involving classification and compensation.

20 d. The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of
21 this Agreement insofar as it shall be necessary to the determination of the merits of such grievance, but he
22 shall not have jurisdiction or authority to add or to detract from or alter in any way the provisions of this
23 Agreement. The arbitrator shall in no event award back pay prior to the date of occurrence or
24 non-occurrence upon which the grievance is based. The decision of the arbitrator shall be final and
25 binding on both parties subject to the limitations herein specified.

26 e. The expense of the arbitrator shall be borne by the losing party. Each party shall be liable for any
27 expenses incurred on their own behalf.

28 f. If the Sheriff or his designated representative fails to render a final disposition within the time limits
29 established herein, the grievance shall be automatically advanced to the next step of the grievance
30 procedure, excluding arbitration.

1 g. If the employee or his Association Representative or the Association fails to appeal to the next step in
2 the grievance procedure within the time limits established herein, the grievance shall be deemed
3 withdrawn and settled on the basis of the Employer's last answer.

4 h. Each grievance when reduced to writing shall be on a grievance form (Appendix C) and shall
5 contain a clear and concise statement specifying the article or articles of this Agreement claimed to have
6 been violated, a brief set of facts, and the relief requested. No written grievance statement may contain
7 more than one grievance. Any grievance, which does not comply with this paragraph, shall not be
8 accepted by the Employer, and shall be returned by the Employer without action.

9
10 **ARTICLE 14. DISCIPLINE, SUSPENSION AND DISCHARGE.**

11 No employee who is covered by this Agreement and has completed his probationary period shall be
12 subject to any disciplinary action or shall be discharged from employment except for just or proper cause.

13 Should there be an investigation that results in a disciplinary action being taken, the Employer will
14 notify the employee of the specific nature of the complaint, including the names of any witnesses currently
15 known to the Employer prior to such action being taken.

16 The Employer agrees promptly upon discharge, suspension or written reprimand of an employee, to
17 notify in writing the employee and his Association representative if the employee so desires of the
18 discharge, suspension or written reprimand. Said written notice shall contain the specific reasons for the
19 discharge, suspension or written reprimand.

20 The discharged or suspended employee will be allowed, upon request, to discuss his discharge or
21 suspension with his Association representative. The Employer will make available a meeting room for this
22 purpose before the employee is required to leave the property of the Employer. Upon request, the
23 Employer or his designated representative will discuss the discharge or suspension with the employee.

24 In imposing any discipline, suspension or discharge on a current offense, the Employer will not take
25 into account any prior infractions which occurred more than two (2) years previous, except the Employer
26 may consider as part of the employee's record for establishing proper corrective measures any offenses
27 which resulted in a disciplinary suspension which was not subsequently dismissed or overruled.

28 Any disciplinary action against an employee will be taken by the Employer within thirty (30) calendar
29 days after the Employer's awareness of the event upon which such disciplinary action is based. Employer
30 will be granted an extension beyond thirty (30) calendar days where further investigation is warranted to
31 make a determination as to proper disciplinary action, with written notice of reason.

1 **ARTICLE 15. ASSOCIATION REPRESENTATION.**

2 Association Officers:

3 1. Association Representatives, during the regular working hours without loss of pay may investigate
4 and present grievances in accordance with this Agreement to the Employer, provided they have prior
5 permission from their most immediate supervisor outside of the bargaining unit.

6 Employees covered by this Agreement will be represented in negotiations by an Association
7 Negotiating Committee. Upon their appointment, the Employer shall be notified of the names of the
8 members of the negotiating committee. The Employer shall be promptly notified in writing of any
9 changes in the negotiating committee as they occur during the term of this Agreement. Such written
10 notice will be copied to the Human Resources and Risk Manager.

11 All negotiating sessions by the parties shall commence at times mutually agreed upon. It is the
12 responsibility of the members of the Association negotiating committee to notify the Sheriff or his
13 designee in a timely fashion so as not to create difficulties in securing a replacement.

14
15 **ARTICLE 16. PROBATIONARY PERIOD.**

16 Newly-hired employees covered by this Agreement shall be considered as probationary employees for
17 the first one hundred eighty (180) calendar days of their employment; provided that the probationary
18 period may be extended for up to two additional ninety (90) calendar day periods at the discretion of the
19 Sheriff, but that the employee shall receive the regular non-probationary rate of pay for the extended
20 probationary period(s). The employee and the Local President shall be notified in writing of any extension
21 of a probationary period.

22 Probationary employees may be discharged or disciplined at the discretion of the Employer, except for
23 protected Association activity, without recourse to this Agreement.

24
25 **ARTICLE 17. SENIORITY.**

26 Seniority shall be on a bargaining unit-wide basis, and shall be defined as an employee's length of
27 continuous service with the unit since his last date of full-time hire. An employee on leave of absence or
28 on layoff (as modified by Article 19(d)) shall be deemed to be in continuous service for purposes of
29 seniority hereunder.

1 In the event two (2) employees have the same seniority date, seniority of one against the other shall be
2 determined by the first shift worked; if in the event two (2) employees commence employment on the
3 same shift, seniority shall be determined by date and time of job offer letter.
4

5 **ARTICLE 18. SENIORITY LISTS.**

6 The Employer will provide a current seniority list to the Local President semi-annually.

7 The seniority list will, for all employees covered by this Agreement, indicate the employee's name, last
8 date of full-time hire, classification title, and date of classification, if any.

9 Seniority shall not be affected by the age, race, sex or marital status of the employee.

10 Employees shall have the right to protest their seniority designation if they have cause to believe an
11 error has been made; provided, however, such protests shall be made in writing, shall specify the basis of
12 the claim, and shall be filed with the Human Resources and Risk Manager within thirty (30) calendar days
13 after the Employer has posted and furnished the most recent seniority list to the Local President. Failure
14 to enter a protest as described above constitutes acceptance of the list as correct.

15 **ARTICLE 19. LOSS OF SENIORITY.**

16 An employee shall lose his seniority and his employment shall be terminated in any of the following
17 events:

18 a. If he quits.

19 If he is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

20 If he is absent for three (3) consecutive working days without notifying the Employer.

21 No employee shall be absent from work without good cause. An employee desiring to be absent from
22 work for good cause shall notify the Sheriff or Undersheriff of such desire and the reason therefore before
23 the end of his previous shift, if possible, and, in any event, not less than four (4) hours before the
24 beginning of his next shift, except in cases of emergency beyond his control and, in such cases, as soon as
25 reasonably possible. Absence may be excused by the Employer, but the Employer may require proof of
26 good cause for such absence, either by a doctor's certificate or in some other adequate manner, if the
27 Employer so desires.

28 d. If he is laid off or on leave of absence for more than twenty-four (24) months.

29 e. If he does not return to work when scheduled upon recall from a layoff, as set forth in the recall
30 procedure.

- f. If he does not return as scheduled from sick leave, vacation or leave of absence.
- g. If he retires or is retired pursuant to any retirement plan of the Employer then in effect.

ARTICLE 20. LAYOFF.

The term "layoff" means a reduction in the work force. For purposes of this article, seniority shall be determined based upon the date of entry into the bargaining unit.

In the event of a layoff, the Employer shall notify the Association President as soon as practical but in no case less than thirty (30) days prior to the date of layoff, with the exception of specially funded classifications, of the number of employees scheduled for layoff, their names, seniority, classification title and work locations. Employees to be laid off will receive at least thirty (30) calendar days' notice of layoff.

When a layoff takes place, the following factors will be considered in determining which employees shall be laid off first:

Seniority - length of continuous service in the bargaining unit.

Employee's current ability to perform the work available.

3. Employee's current state of physical and psychological fitness.

Temporary or part-time employees will not be used to replace bargaining unit employees on layoff for the purpose of circumventing Article 21 "Recall". In the event of a layoff, displaced members will have first right to vacant positions based on seniority.

ARTICLE 21. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to the following factors:

Seniority - length of continuous service in the bargaining unit.

Employee's current ability to perform the work available.

Employee's current state of physical and psychological fitness.

Notice of recall shall be sent to the employee at his last address on record with the Human Resources Office by certified mail, return receipt requested. If an employee fails to report for work within fourteen (14) calendar days from the date of receipt of notice of recall, he shall be considered a quit.

It is further understood that any problems that arise out of the application of these provisions will be discussed through special conference.

1 **ARTICLE 22. PSYCHOLOGICAL FITNESS TESTING.**

2 It is understood that the Employer at their cost may require employee to undergo psychological fitness
3 testing for the following reasons:

4 Return to work from layoff or leaves of absence.

5 Prior to layoff, hire or job posting.

6 Periodically for cause.

7 In the event the employee disagrees with the first evaluation, the employee may then select a
8 psychologist of his own choice for an independent evaluation at the employee's expense. If the evaluation
9 conflicts with the Employer's evaluator, the two evaluators shall select a third independent evaluator to be
10 paid for by the Employer, whose evaluation shall be binding upon the employee and the Employer.

11 It is further understood that any problems that arise out of the application of these provisions will be
12 discussed through a special conference.

13 **ARTICLE 23. TRANSFERS.**

14 If an employee is granted a transfer to a classification under the Employer not included in the
15 bargaining unit and within one (1) year thereafter is granted a transfer back to a classification within the
16 bargaining unit, he shall have accumulated seniority while working in the classification to which he was
17 transferred. Employees transferred under the above circumstances shall retain all rights accrued for the
18 purposes of any benefits provided in this Agreement. The Employer reserves the right to make a
19 case-by-case determination as to whether an employee will return to a bargaining unit classification or
20 remain in a non-bargaining unit classification.

21
22 **ARTICLE 24. PROMOTIONS AND LATERAL TRANSFERS.**

23 Section A. Promotions

24 Present employees are encouraged to apply for vacancies that occur within the County of Marquette
25 and may receive preferential treatment over external applicants provided they satisfy the minimum
26 requirements for the position available.

27 The Sheriff and the Human Resources and Risk Manager determine if employees meet the minimum
28 qualifications for a position for which they are applying. Members of the unit will receive notification of
29 vacancies within the unit.

1 **ARTICLE 25. RATES FOR NEW JOBS.**

2 The Employer shall have the right to establish the content of job descriptions for all classifications and
3 to evaluate all classifications for the purpose of classifying them into pay grades; and when changes in job
4 duties warrant, to change the job description and pay grade of an existing classification based on the
5 revised job description and job evaluation performed by the Human Resources and Risk Manager,
6 provided such action shall not be directed towards changing the pay grade of a classification in which no
7 substantial change has occurred and provided that the wages for each pay grade structure shall be set forth
8 in Appendix A of this Agreement.

9 If, during the life of this Agreement, a new classification is created or a substantial and material
10 alteration is effected in an existing job classification, the Employer shall utilize the guidelines established in
11 the General Compensation Policy to place the new or altered classification equitably into the classification
12 system. In the case of a new classification, the Employer shall promptly furnish the Association with a
13 copy of the new job description and the salary range assigned thereto. If the Association disagrees with the
14 job classification during the first ten (10) calendar days after the Association has been so notified, the
15 Association shall have the right to initiate the grievance process. In the case of an alteration of an existing
16 job classification, the Employer shall promptly furnish the employee with a copy of the job description and
17 the salary range assigned thereto. If the employee disagrees with the job classification during the first ten
18 (10) calendar days after the employee has been so notified, the employee shall have the right to initiate the
19 grievance procedure.

20 It shall be the sole function of the arbitrator to determine whether such classification is appropriate,
21 provided that the arbitrator will have no power to overrule the Employer unless he finds the Employer was
22 arbitrary or unreasonable in arriving at such classification.

23
24 **ARTICLE 26. SAFETY AND HEALTH.**

25 The Employer and the Association recognize the importance of maintaining working conditions,
26 which promote the safety and health of the employees.

27 The Association will cooperate with the Employer in encouraging employees to observe the health,
28 safety and welfare rules and regulations which shall be prescribed by the Employer and to work in a safe
29 manner.

1 **ARTICLE 27. VOLUNTARY SERVICE.**

2 It is recognized that from time to time the Sheriff may determine that it is in the public interest to
3 utilize volunteers to assist the department in carrying out its mission (search and rescue, etc.), provided that
4 no volunteers shall be assigned to replace or displace any bargaining unit members.

5
6 **ARTICLE 28. MILITARY SERVICE.**

7 The re-employment rights of employees and probationary employees will be in accordance with all
8 applicable laws and regulations.

9 Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid
10 the difference between their Reserve pay and their regular pay when they are on full-time active duty in the
11 Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks
12 per year is the normal limit, except in case of an emergency and or deployment to active duty, not to
13 exceed six (6) months. May be extended on a case-by-case basis where appropriate.

14
15 **ARTICLE 29. LEAVES OF ABSENCE.****

16 Leaves of absence requested in writing, for periods not to exceed one (1) year may be granted by the
17 Sheriff for:

18 Serving in an elected or appointed position.

19 Illness leave (physical or mental), as certified by a physician designated and paid for by the Employer.

20 Educational, for professional development.

21 Leaves of absence for serious illness or disability of a family member may be granted for a period of thirty
22 (30) to ninety (90) calendar days. Leaves may be extended in additional increments of thirty (30) calendar
23 days at the discretion of the Sheriff not to exceed one year in total.

24 . Such leaves may be extended for like cause at the discretion of the Sheriff for a maximum of one (1)
25 additional year upon written request of the employee.

26 Employees shall accrue seniority while on any leave of absence granted by the provisions of this
27 Agreement, and shall be returned to a position which their seniority entitles them upon termination of their
28 leave.

29 Requests for such leave shall be made to the Sheriff in writing at least four (4) weeks in advance of the
30 date requested for commencement of such leave, except in cases of emergency.

1 All requests for leave of absence will include the reason for the leave, exact date on which the leave is
2 to commence, and date on which the employee will return to work.

3 Employee shall not accept employment elsewhere while on a leave of absence unless previously agreed
4 to, in writing, by the Employer. Acceptance of employment or working for another employer while on a
5 leave of absence shall result in immediate and complete loss of employment with the Employer, without
6 recourse.

7 Available paid time off balances will be depleted prior to commencement of any leave of absence.
8 However, it is understood that employees may protect up to 40 hours of paid time off from their reserve
9 bank and up to a total of 16 hours of paid time off from their primary bank for future use. Fringe benefits
10 will not accrue during a leave of absence unless otherwise specifically provided by this agreement.

11 Marquette County is a covered employer under the Family Medical Leave Act and is required to
12 provide eligible employees up to 12 weeks of unpaid leave each year for:

13 The birth of a child;

14 The placement of an adopted for foster child;

15 To care for a child, spouse, or parent with a serious health condition;

16 For the employee's own serious health condition.

17 The FMLA also requires covered employers to continue health benefits coverage during the leave.
18 After completion of the leave, the employee must be restored to the same or equivalent position.

19 If the employee qualifies for leave under the Family Medical Leave Act, forms to apply for such leave
20 are available through Human Resources. The failure to apply for such leave does not prohibit the
21 employer from counting an approved medical leave as Family Medical Leave. The employee shall be
22 limited to up to twelve (12) weeks of Family Medical Leave in any rolling twelve-month period measured
23 forward from the date the use of such leave begins. The use of medical leave under this contract shall run
24 concurrently with the use of Family Medical Leave. The employer reserves the right to require the use of
25 available paid time off balances, where permitted by the FMLA, before the employee goes to an unpaid
26 status.

27
28 **ARTICLE 30. WORKER'S COMPENSATION.****

29 Employees will be covered in accordance with the Worker's Disability Compensation Act of the State
30 of Michigan. Compensation for lost wages will be paid by the County Worker's Compensation carrier after
31 the carrier has determined eligibility in accordance with the Act. Any loss-time injury or illness which the

1 carrier does not deem eligible for wage-loss replacement in accordance with the Act will be paid by the
2 County from the involved employee's accumulated paid time off balances (if any).

3 In any event, the employee shall not be entitled to receive duplicate payment from any source or
4 combination of sources.

5 Employees will immediately report any job related injury or illness to the Sheriff and/or Risk
6 Management department. The employee will promptly complete and/or obtain any required forms to
7 supply the employer with necessary information to meet carrier and Department of Labor requirements.
8

9 **ARTICLE 31. MEDICAL LEAVE.****

10 Members of the Senior Officers Association accumulate one-half (1/2) medical leave day per pay
11 period, not to exceed one hundred and four (104) hours or thirteen (13) days per year, with unlimited
12 maximum accumulation. Medical leave can be utilized for member illness, disability, or for appointments
13 with medical care practitioners. Annually, a maximum of 10 medical leave days can be used to care for a
14 sick child, spouse or parent. The Sheriff may require a medical care practitioner's certification of the
15 member's ability to perform his/her job duties after five (5) days or more of an illness or disability.

16 A member desiring to be absent from work due to his/her illness or disability, or that of a dependent
17 child, spouse or parent shall notify the Sheriff or his/her designee before the end of the previous day, if
18 possible, and, in any event, not more than one (1) hour after the beginning of his/her next scheduled work
19 day, except in cases of emergency beyond his/her control and, in such cases, as soon as possible. At no
20 time can medical leave be utilized before it is earned. Time off without pay will be granted, on a case-by-
21 case basis, by the Sheriff for up to three (3) working days for illness or disability when member's medical
22 leave has been exhausted. Any further time off must be considered as a leave of absence.

23 The Sheriff shall require medical practitioner certification of illness or disability on each occurrence if a
24 documented pattern of medical leave abuse is suspected.
25

26 **ARTICLE 32. BEREAVEMENT LEAVE.****

27 Members of the Senior Officer's Association will be granted up to three (3) working days with pay per
28 funeral for a death in the immediate family. For purposes of bereavement leave, immediate family is
29 defined as mother, father, stepparents, brother, sister, wife or husband, son or daughter, stepchildren,
30 mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren. Members

1 attending the funeral of an immediate family member, as defined above, in excess of 400 miles one way
2 from Marquette will be granted an additional two (2) days of funeral leave with pay.

3 Members selected as a pallbearer or Honor Guard for a deceased employee or local public official will
4 be allowed one-half (1/2) day with pay (four (4) hours, maximum).

5 Members must give notice to the Sheriff, requesting bereavement leave, and must complete and sign a
6 bereavement leave request form upon their return. Members requesting bereavement leave for the
7 attendance of a funeral of persons other than those listed above may utilize accrued primary PTO upon
8 approval of the Sheriff.
9

10 **ARTICLE 33. HOLIDAY PROVISIONS.****

11 Regular and probationary members are granted time off with pay on the following days, subject to the
12 provisions below:

13 New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Fourth of
14 July, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day,
15 Christmas Day, New Year's Eve Day.

16 If a member is scheduled to work on an observed holiday, then he/she will be paid one and one-half (1
17 1/2) their regular straight time hourly rate of pay for all hours actually worked on the observed holiday.
18 Members who are on unauthorized leave of any kind the work day immediately before or after a holiday
19 will not receive holiday pay. If a member is scheduled to work on a holiday and is unable, due to illness or
20 disability, then that member receives holiday pay only.

21 Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on
22 Sunday, Monday will be considered the holiday. Otherwise, the holiday will be observed on the actual day
23 of the holiday. Members engaged in rotating continuous operation schedules shall receive holiday pay on
24 the day of the actual holiday.

25 The Human Resources and Risk Manager will distribute a memorandum each January to the Sheriff
26 and the Senior Officer's Association detailing the dates of the observed holidays for the year.
27

28 **ARTICLE 34. VACATION ELIGIBILITY.****

29 Full-time, regular members of the Senior Officer's Association receive vacation according to the
30 following schedule:

1 Less than one year of continuous service – actual prorated amount of employee’s accumulation
2 when lacking the completion of one year.

3 After one (1) full year of continuous service – five (5) working days of vacation.

4 After two (2) full years of continuous service – eleven (11) working days of vacation

5 For each additional year of service above two (2) years, one (1) additional day of vacation will
6 be granted up to twenty (20) days of vacation.

7 Vacation is to be credited to the employee’s paid time off bank on a per pay period basis and shall not
8 be taken before being credited. Vacation shall not be waived by a member and extra pay received for work
9 during that period.

10 Members must submit a written request for vacation to the Sheriff at least thirty (30) days in advance
11 of the anticipated vacation commencement date. If the requested vacation will be three (3) days or less,
12 the thirty (30) day notice may be waived by the Sheriff. Vacation must be taken in increments of at least
13 one (1) hour. The Sheriff will schedule vacation to insure adequate staffing within the department. If a
14 thirty (30) day notice is given, members will be notified at least twenty (20) days before their anticipated
15 vacation commencement date whether their request has been approved or disapproved.

16 When an observed holiday occurs during a scheduled vacation, the vacation may be extended one (1)
17 day or the member may be paid for that day at the Employer’s discretion. If a member becomes ill and is
18 under the care of a duly licensed physician during a scheduled vacation and requests use of medical leave,
19 the vacation may be rescheduled at the discretion of the Employer.

20 Accrued vacation will be depleted prior to commencing a leave of absence.

21
22 **ARTICLE 35. HOSPITALIZATION AND MEDICAL COVERAGE.**

23 Effective April 1, 2011, the Employer agrees to fund hospitalization medical coverage for full-time
24 employees and their family, the package to be the equivalent of Blue Cross/Blue Shield Community Blues
25 Plan 4 with the U.P. Blue rider, \$30 O.V. and Chiropractic co-pays, \$150.00 emergency room co-pay,
26 tiered prescription drug rider (\$10.00/\$40.00/\$80.00 RXCM with RX 90 and contraceptive coverage), VSP
27 24 optical coverage and dental coverage on a 75/25 co-pay basis on Class I and II benefits, 50/50 co-pay
28 basis on Class III benefits with a maximum benefit of \$1,000 for each member each contract year, 50/50
29 co-pay basis on Class IV benefits (restricted to nineteen (19) years of age or younger) with a lifetime
30 maximum for each member of \$1,000; or substantially equivalent coverage. This coverage shall be applied
31 to all employees covered by the terms of this agreement. The Employer agrees to pay for such coverage

1 through December 31, 2011. Beginning January 1, 2012, Employees will begin to contribute 6% of 2011
2 core plan premium rates which are: single coverage \$473.92; two person coverage \$1,137.45; and family
3 coverage \$1,421.72.. Employees who are hired or voluntarily accept a part-time position after January 1,
4 1999 and are working less than 35 but at least 20 hours per week, shall pay a prorated share (based on a 40
5 hour work week) of the cost of the premium for hospitalization medical coverage, including applicable
6 riders, based upon regularly scheduled hours.

7 Annually, during the normal enrollment window, the Employer will make available to each employee
8 the option to “buy up”, on an individual basis, to a package without the U.P. Blue Rider, with the
9 employee paying the premium differential through payroll deduction, or “sell down” to a higher deductible
10 package with the savings going into an HRA plan for the employee. All TPA expenses associated with the
11 administration of the HRA will come out of said savings or otherwise be the responsibility of the
12 participating employee. The employee may use available HRA credits to pay any qualified IRS 213(d)
13 expense. Individual unused HRA credit balances will roll over from year to year, whether or not the
14 employee participates each year, and also be available to the employee who retires directly from the
15 County.

16 The Employer agrees to pay premiums as agreed above for hospitalization medical coverage for the
17 employee and his family during an employee’s leave of absence as a result of an injury or illness for up to
18 one (1) year.

19 The Employer agrees to continue (and pay the appropriate premium for) hospitalization medical
20 coverage, at a level substantially equal to that provided for current and future active employees, for the full-
21 time employee and his family for all employees whose most recent date-of-hire was prior to January 1,
22 2006 and who retire directly from County employment without deferred status, until they become eligible
23 for Medicare at which time they will receive supplemental coverage. The MERS requirements of age and
24 years of service apply to employees in both the defined benefit and the defined contribution plans, but for
25 eligibility for this benefit there will be a minimum fifteen (15) year service requirement. Actual age and
26 years of service with the county will be used in determining eligibility for the health insurance benefit, and
27 not purchased time or credited service, other than credit acquired prior to this agreement. Members with
28 fifteen (15) or more years of service who are involuntarily laid off will be provided hospitalization medical
29 coverage at time of drawing retirement from the County.

1 For full-time employees hired on or after January 1, 2006, and retiring directly from the County,
2 hospitalization medical coverage will be provided for the employee only, up to age 65, with dependant
3 coverage available at the employee's expense.

4 The Employer agrees to pay premiums as agreed above for hospitalization medical coverage for the
5 employee and his family while the employee is laid off, up to six (6) months.

6 Full-time employees and elected officials covered by hospitalization medical coverage from another
7 source will be allowed to opt-out of the County plan at any time, provided that documentation of such
8 coverage is submitted to the Human Resources and Risk Manager at least 30 days prior to the 6th of the
9 month in which the opt-out is to be effective. Full-time employees who involuntarily move to a part-time
10 position after January 1, 2006 will be eligible for the opt-out on a pro-rated basis. An employee who loses
11 their coverage from another source can opt back in upon (1) proof of loss of said coverage and (2) 30 days
12 notice. Otherwise, employees wishing to opt back in to the plan would only be able to do so during a
13 December enrollment window for the following year. Employees exercising the opt-out option will be
14 paid three thousand six hundred dollars (\$3,600.00) per year on a pro-rated per pay period basis while not
15 covered by the County plan. Employees covered by County health insurance through another employee
16 will be eligible for the opt-out benefit. The payment in lieu of health insurance will not be considered part
17 of an employee's final average compensation. The County reserves the right to review this program
18 periodically and discontinue it if necessary.

19
20 **ARTICLE 36. LIFE INSURANCE.**

21 The Employer agrees to pay the full premium of term life insurance for each employee, face value
22 equal to 1.5 times annual salary (reduced at age 70) while employed. Upon retirement or severance, the
23 employee will be informed of his options and allowed to exercise his choice of options.

24
25 **ARTICLE 37. PENSIONS.****

26 Employees covered under this Agreement will be enrolled into the Michigan Municipal Employees
27 Retirement System (MERS) Plan B-4, FAC 3, with F55/15 years and F50/25 years early retirement
28 options, and benefit program E-2 fully paid by the Employer, with the exception of a 2.0% employee
29 payroll contribution.

1 Effective January 1, 2000, all newly hired employees shall be enrolled in the Defined Contribution Plan
2 offered by MERS. The Employer agrees to make a 10% payroll contribution. Employees in the Defined
3 Contribution Plan shall make a 2% employee payroll contribution. Participants in the Defined
4 Contribution Plan shall be fully vested after five (5) years of service, but have the same requirements of age
5 and years of service as the employees in the defined benefit plan.
6

7 **ARTICLE 38. CAREER DEVELOPMENT.**

8 Following completion of their probationary period, all full-time employees shall be eligible to
9 participate in the Career Development Program. The purpose of the Career Development Program is to
10 aid and encourage employees to complete approved educational courses which will improve their skills in
11 their present job or to help them to prepare to advance to targeted positions of greater responsibility within
12 the structure of the County.

13 Eligible employees wishing to participate in the Career Development Program must complete a
14 proposed Career Development Plan, detailing all proposed educational courses and their relationship to the
15 employee's career goal with the Employer, identifying the targeted position, documenting consultation with
16 the Placement and Career Planning Department of Northern Michigan University. The employee submits
17 the completed Career Development Plan to his/her Department Head/Budgetary Unit Administrator for
18 departmental authorization. The Department Head/Budgetary Unit Administrator forwards the
19 completed Career Development Plan, with recommendation, to the Human Resources and Risk Manager
20 for final disposition. To be considered valid, the Career Development Plan must be approved by both the
21 Department Head/ Budgetary Unit Administrator and the Human Resources and Risk Manager. The
22 Career Development Plan must be completed and fully processed at least six (6) weeks prior to employee
23 request for career development assistance.

24 To be approved for inclusion in a Career Development Plan, educational courses shall be taken
25 through an accredited educational institution. In situations where needed education or training is
26 unavailable from an accredited source, exceptions may be made at the discretion of the Human Resources
27 and Risk Manager.

28 To request career development assistance, employees make application providing the specific
29 educational course(s) from their Career Development Plan being requested to a maximum of eight (8)
30 credit hours per semester. The employee submits the completed Career Development Assistance appli-
31 cation form to his/her Department Head/Budgetary Unit Administrator for departmental authorization,

1 and the Department Head/Budgetary Unit Administrator forwards the application with recommendation
2 to the Human Resources and Risk Manager for final disposition. Determination of approval or rejection
3 of Career Development Assistance applications will be made by the County's Human Resources and Risk
4 Manager periodically. Notice of approval or rejection of application will be in writing to the employee.

5 Upon successful completion of an approved educational course, the employee requests the institution
6 at which he/she is enrolled to submit a transcript of grades and a statement of tuition costs to the Human
7 Resources and Risk Manager. Tuition costs will be reimbursed according to the final grade earned: A -
8 75%; B - 50%; C - 25%. No reimbursement will be made for any grade lower than C. Total
9 reimbursement cannot exceed \$500.00 during any one (1) fiscal year. Reimbursement shall be for tuition
10 specifically, and no other costs are reimbursable under the Career Development Program.

11 Should an employee's employment with the County be separated for any reason within one (1)
12 calendar year of reimbursement of tuition expenses, the employee will be liable for repayment of tuition
13 reimbursement, and such amount will be deducted from the separating employee's final payroll check prior
14 to distribution.

15 16 **ARTICLE 39. OUTSIDE EMPLOYMENT.**

17 Any law enforcement related employment outside of the Sheriff Department must be approved in
18 writing by the Sheriff prior to commencement. The Employer agrees that approval will not be
19 unreasonably denied or unreasonably withdrawn.

20 21 **ARTICLE 40. REOPENER.****

22 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the
23 unlimited right and opportunity to make demands and proposals with respect to any subject or matter not
24 removed by law from the area of collective bargaining, and that the understandings and agreements arrived
25 at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore,
26 the Employer and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives
27 the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or
28 matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically
29 referred to or covered in this Agreement, even though such subject or matter may not have been within
30 the knowledge or contemplation of both parties at the time that they negotiated and signed this

1 Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be
2 subject to the Employer's discretion and control.

3
4 **ARTICLE 41. TERMINATION.****

5 This Agreement shall continue in full force and effect through December 31, 2012.
6 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the above termination
7 date, give written notification of same.

8 If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter,
9 subject to notice of termination date.

10 Notice of termination:

11 Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the
12 Association, to it's duly elected president; and, if to the Employer, addressed to the Marquette County
13 Board of Commissioners, c/o Human Resources and Risk Manager, Marquette County Courthouse
14 Annex, Marquette, MI 49855; or to any such address as the Association or the Employer may make
15 available.

16
17 **ARTICLE 42. WORK DAY.**

18 A workday shall be defined as eight (8) hours worked within a twenty-four (24) hour period.

19 A work week shall be defined as any five (5) work days during a week commencing at 12:01 a.m. on
20 Sunday and ending at 11:59 p.m. on the following Saturday. Schedules for members of the Senior Officers
21 Association are determined by the Sheriff.

22 The Sheriff reports to the Accounting Department the number of hours each of his/her employee's
23 works each pay period.

24
25 **ARTICLE 43. OVERTIME.**

26 For overtime calculation purposes, hours paid as approved vacation or personal leave will be
27 considered as hours worked. Hours paid as medical leave will not be considered as hours worked for
28 overtime calculation purposes.

29 The Sheriff prior to its being worked must authorize all hours in writing. Members of the Senior
30 Officer's Association are required to work overtime as requested by the Sheriff. The Sheriff will attempt to

1 make reasonable accommodations in response to reasonable request by members to be excused from
2 overtime work.

3 Senior Officer's Association members who are required to work in excess of eight (8) hours in a
4 continuous twenty-four (24) hour period and attend various committee meetings are eligible to receive
5 compensatory time off in lieu of overtime pay. Compensatory time is one and one half (1 1/2) hour for
6 each one (1) hour worked in excess of eight (8) hours within a continuous twenty-four (24) hour period,
7 and shall, when practical, be taken within two (2) week period from when it was earned. Compensatory
8 time which is accumulated shall not exceed eighty (80) hours, with all hours in excess of this amount being
9 forfeited, with the exception of call-out in cases of emergency as approved by the Sheriff. Such additional
10 compensatory time must be used within thirty (30) calendar days.

11 Compensatory time shall be indicated as actual hours worked on time reporting sheets with the
12 Accounting Department maintaining compensatory time records. All hours in excess of eight (8) hours
13 worked within a continuous twenty-four (24) hour period are posted to compensatory time records. When
14 compensatory time is utilized, it shall be recorded in the appropriate space on the time reporting sheet.
15

16 **ARTICLE 44. PAID TIME OFF (PTO).**

17 Section A. Definition

18 Paid Time Off consists of vacation, sick leave, funeral leave, and personal leave, each with its own rules
19 for earning and spending the benefits. Holidays and comp time are excluded and separate from Paid Time
20 Off. Paid Time Off (hereafter referred to as PTO) consolidates these paid time benefits into two "bank
21 accounts", the first being the primary bank and the second being the reserve bank. The primary bank can
22 be drawn from for recreational time or the first (3) days of illness or disability. The reserve bank is
23 established to provide income protection for each employee in case of serious illness or short-term
24 disability. Employees will manage and draw from these accounts in accordance with the following
25 provisions and applicable articles of this contract. All full time employees covered under the collective
26 bargaining unit are eligible for paid leave from the PTO bank.

27 Section B. Accrual

28 On January 1, 2006, and on January 1 each subsequent year during the length of the
29 agreement, each employee will receive a credit of 144 hours to be added to the employee's primary bank. The 144
30 hours shall consist of:

31 40 personal leave hours

1 104 sick leave hours

2 Employees shall receive vacation time as outlined in Article 34 Vacation Eligibility. These hours will
3 be deposited in the employees' primary bank as they are accrued throughout the year. The above balances
4 shall be pro-rated for employees hired during the calendar year, on a per month basis.

5 Section C. Primary Bank

6 Maximum Accrual

7 Annual PTO accrual	144 hours
8 Annual accrual vacation	<u>160 hours</u>
9 (Max amount based on years of service)	
10 Total maximum accumulated hours	304 hours

11 Employees may accumulate up to 1.5 times their total maximum accumulated hours not to exceed
12 a cap of 456 hours.

13 Use of Primary Bank

14 Hours from the primary bank include time off for the first (3) three days of illness or disability or for recreation.
15 Time off will be granted in increments as small as 60 minutes.

16 Requests for (3) days or more must be submitted to the Sheriff or his designee (30) days in advance.

17 Requests for less than (3) days must be submitted to the Sheriff or his designee (7) days in advance.

18 Employees using PTO as sick time must notify their supervisor as soon as possible but not less than (1) hour prior
19 to their shift.

20 Employees are encouraged to use half of their PTO per year to ensure employee health.

21 Supervisors may limit the granting of PTO requests to assure proper staffing levels.

22 PTO hours will be paid at the current rate of the employee at the time the PTO is taken.

23 Employees are cautioned to keep 40 hours in their account for unexpected illness or emergencies.

24 Nothing in this article restricts the Employer's right to schedule employees' workweek pursuant to Articles 34 and
25 42.

26 Transfer from Primary Bank to Reserve Bank

27 Annual Mandatory Transfer:

28 On January 1 each year 52 hours from the primary bank will be transferred into the reserve bank.

29 Optional transfer:

30 One time during the year, employees have the option of transferring hours into their reserve bank. The
31 employee will be responsible for monitoring accumulated primary bank hours. Failure to transfer hours

1 could result in the loss of hours in excess of the 456 hour cap. The employee must provide a written
2 request to the Accounting Department to make this transfer, no later than December 1st of each calendar
3 year.

4 Sell back option

5 On April 1 and October 1 of each year, a cash-out option shall be available using the sell back schedule
6 listed below. The maximum allowable time to be cashed out shall not exceed 80 hours from the primary
7 bank. To be eligible for the sell back option, an employee must have used 80 hours of PTO in the
8 previous 12 months.

9	Years of Service	Payment percentage
10	0<2	25%
11	2<5	30%
12	5<8	50%
13	8<10	80%
14	10+	100%

15 Section D. Reserve Bank

16 Maximum Accrual 720 hours

17 2. Use of Reserve Bank

18 Extended illness or disability beyond (3) days and Funeral leave PTO hours will be paid at the current
19 rate of the employee at the time the PTO is taken.

20 Employees may be required to submit a statement from their physician verifying the illness or
21 disability.

22 Section E. Termination, severance, retirement

23 Payout

24 Upon termination, severance, or retirement, the employee shall be paid the total amount of PTO in the
25 employees' banks at the rate of pay of the employee at the time of departure, not to exceed 720 hours plus
26 80 hours of comp time if available.

27 Payment shall be made according to the schedule listed in section (d), item (4), sell back option.

28 Employees severing or retiring within 12 months of exercising their sell back option under (d) (4) will have
29 those hours calculated into their 720 hours (plus 80 hours comp time if available) maximum payout.

1 Section F. Time Off Without Pay

2 All requests for time off without pay shall be handled in accordance with Article 29 - Leaves of
3 Absence.

4 Section G. Donated Time

5 A donation option is available allowing employees to donate some of their PTO hours to a fellow
6 employee in the event of extended illness or personal emergency. The following apply to donated time:
7 Employees must have more than 80 hours in their PTO bank, and hours in excess of 80 may be donated.
8 The maximum donation is 24 hours; the minimum is 4 hours.

9 The receiving employee must have depleted both their primary and reserve banks before a donation can be
10 received.

11 Section H. Time off not included in the PTO Article

12 Military service

13 Jury duty

14 Workers' Compensation

15 Holidays

16 Comp time

17
18 **ARTICLE 45. LONG TERM DISABILITY.**

19 The Employer agrees to pay the full premium for a disability insurance program, providing 67% of
20 gross monthly income to a maximum of \$5,000.00 per month, commencing on the 91st calendar day of
21 continuous incapacity to perform job functions, and continuing for the term of the disability, retirement, or
22 attainment of age 70.

23
24 **ARTICLE 46. CAFETERIA PLAN.**

25 Marquette County has agreed to provide a code section 125 cafeteria plan including the following:
26 Premium conversion accounts (e.g. Cancer insurance); Flexible spending accounts
27 (medical/dental/prescription etc. expenses); Dependent care expense accounts (e.g. Day care); funded via
28 voluntary employee salary reductions as outlined in the summary plan description which will be distributed
29 to employees within 120 days after the date of adoption of the plan. Subsequent plan years will be January
30 1 to December 31, with an annual enrollment window.

31

1 **APPENDIX A. CLASSIFICATION AND RATES****

2 The classifications and rates for members of the Senior Officer's Association shall be as follows:
3 (R1 = Lieutenant – Detective, R3 = Captain - Road Patrol & Captain – Jail Administration)

4
5 For 2011 there shall be a one-time payment to each employee in the amount of \$1,000.00. For 2012
6 there shall be no one-time payment and no wage increase.

7
8 **PAYGRADES FOR SENIOR OFFICERS – 2011 - 2012**

9 CLASSIFICATION		PAY	A	B	C	D	E
10 F							
11 TITLE	GRADE	START	6 MOS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
12 Lieutenant – Detective	R1	22.6562	23.2290	23.8010	25.0449	25.9102	27.7018
13 Captain – Road Patrol/ 14 Jail Administration	R3	24.0821	24.6915	25.3009	26.6293	28.0186	29.4689

15

1 APPENDIX C. GRIEVANCE FORM

2 MARQUETTE COUNTY

3 STATEMENT OF GRIEVANCE

NA	DA
ME	TE
DEPARTME	FILE
NT	NUMBER
CLASSIFICATION	
TITLE	
BARGAINING	SENIORITY
UNIT	DATE
ARTICLE	
INVOLVED	
Specific provision of Agreement article allegedly violated	

Statement of facts pertaining to alleged violation

Formal statement of grievance

Relief sought

Grievant Signature

Steward Signature (if desired)

1
2

RECORD OF PROCEDURE

Step 1

Date of Verbal Presentation _____

Received by _____ Position _____

Presented by _____ Position _____

Employer's Disposition: Granted _____ Denied _____ Date _____

Comments _____

Employer Signature _____

Date Appealed to Next Step _____ Grievant Signature _____

Step 2

Date of Written Presentation _____

Received by _____ Position _____

Presented by _____ Position _____

Employer's Disposition: Granted _____ Denied _____ Date _____

Comments _____

Employer's Signature _____

Date Appealed to Next Step _____ Steward Signature _____

Step 3

Date of Request for Step 3 Meeting _____

Requested by the Association _____

Received	_____	D	_____
by	_____	a	_____
Date	of _____	t	_____
Meeting		e	_____
Comments		Disposition:	Unresol
	_____	Resolved	ved _____
	_____		_____

Employer's
Signature _____

Date Appealed to Next Step by Association _____

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and/or ratified effective the day and year first above written.

FOR THE Association:

FOR THE EMPLOYER:

<u>Name</u>	<u>Date</u>	<u>Name</u>	<u>Date</u>
_____	_____	Charles Bergdahl, Chairperson Board of Commissioners	_____
_____	_____	Michael H. Lovelace Sheriff	_____
_____	_____	Gary Walker Prosecuting Attorney	_____
_____	_____		_____
