

*Road Patrol  
CB approved  
24 June 2008  
May 08 to Sept 30, 2008*

Agreement between the

MENOMINEE COUNTY BOARD OF COMMISSIONERS

and the

MENOMINEE COUNTY DEPUTY SHERIFF'S

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2007/08

2007-08 Men Deps Assn Agreement

May 21, 2008 (9:25:05)

REOPENER DATE June 1, 2007.

TABLE OF CONTENTS

ARTICLE		PAGE
1	RECOGNITION .....	1
2	MANAGEMENT RIGHTS .....	2
3	NON-DISCRIMINATION .....	2
4	ASSOCIATION SECURITY .....	3
5	CHECK-OFF .....	3
6	REMITTANCE OF DUES .....	5
7	EMPLOYER SECURITY .....	5
8	UNION REPRESENTATION .....	5
9	DEFINITION OF EMPLOYEES .....	7
10	GRIEVANCE AND ARBITRATION .....	8
11	DISCIPLINARY PROCEDURE .....	12
12	SENIORITY .....	14
13	LAYOFF AND RECALL .....	18
14	PAID LEAVES .....	19
15	LEAVES OF ABSENCE WITHOUT PAY AND WITHOUT BENEFITS .....	23
16	HOLIDAYS .....	25
17	VACATIONS .....	26
18	HOURS OF WORK, OVERTIME AND PREMIUM PAY .....	28
19	JURY DUTY - COURT SUBPOENA .....	30
20	HOSPITALIZATION, LIFE INSURANCE AND PROFESSIONAL LIABILITY INSURANCE .....	31
21	LONGEVITY .....	32
22	RETIREMENT .....	32
23	UNIFORM ALLOWANCE .....	32
24	TRAVEL ALLOWANCE .....	33
25	PHYSICAL EXAMINATION .....	34
26	GENERAL PROVISIONS .....	36
27	COMPENSATION .....	38
28	TERMINATION AND MODIFICATION .....	38
	SIGNATURE PAGE .....	39
	APPENDIX A .....	40

2007-08 Men Deps Assn Agreement  
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REOPENER DATE June 1, 2007:

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## AGREEMENT

MENOMINEE COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as the "Association," and the MENOMINEE COUNTY BOARD OF COMMISSIONERS and the MENOMINEE COUNTY SHERIFF, hereinafter referred to as the "Employer," do hereby on this 26th day of May, 2008, enter into the following agreement.

### 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, the employees and the general public.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Menominee County Deputy Sheriff's Association, as the exclusive representative of those departmental employees identified below, excluding the Sheriff, Undersheriff, Lieutenants and Sergeants, all as defined by law, in a single bargaining unit for the purpose of collective bargaining, with respect to rates of pay, wages hours of work and other items and conditions of employment. The bargaining unit shall consist of employees whose job titles appear in Appendix A of this agreement.

Section 2. Should the Employer change the name or responsibility of any classification on the list, it will notify the Association and negotiate any necessary changes. The classification unit on the list involved in such change will not be removed from the bargaining unit without the Association's agreement.

Section 3. In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the Association President of the recommended rate structure prior to its becoming effective. If the Association does not object to the proposed

1 rate within seven (7) days, the rate shall be adopted. If the Association disagrees with the  
2 proposed rate within seven (7) work days by providing the Employer a notice in writing, a  
3 meeting shall be scheduled within seven (7) work days after receipt of the Association notice to  
4 negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new  
5 position with the Employer's proposed rate of pay subject to the outcome of the negotiations.  
6 The employer shall also notify the Association when a new employee is hired to work in the  
7 departments listed in Section 1 as having bargaining unit positions.

## 8 9 ARTICLE 2 - MANAGEMENT RIGHTS

10 Section 1. The Employer, except as this Contract provides, shall have the right to

- 11 A.. Hire and fire.
- 12 B. Determine the size and composition of the work force.
- 13 C. Allocate work assignments.
- 14 D. Determine work sites.
- 15 E Determine the level and type of service to be offered.
- 16 F Establish and change work schedules and assignments.
- 17 G Transfer, promote and demote employees.
- 18 H Make and enforce work rules.
- 19 I Schedule and assign overtime based on Employer needs and employee  
20 qualifications.

21 Section 2. Employer's Rights. In addition, the Employer reserves and retains solely and  
22 exclusively all of its rights to manage its affairs. Neither the constitutional nor statutory rights,  
23 duties and obligations of the Employer in any way whatsoever, be abridged.

## 24 25 ARTICLE 3 – NON-DISCRIMINATION

26 Section 1. It is mutually agreed that no discrimination shall be practiced by the Employer  
27 or the Association, against any employee because of membership or non-membership in the  
28 Association, or by the Employer against any member or officer because of activities on behalf of  
29 the Association.

1 Section 2. In a desire to restate their respective policies, neither the Employer nor the  
2 Association shall unlawfully discriminate against any employee because of such employee's  
3 race, color, religion, sex national origin, marital status or age or because he is handicapped, or a  
4 disabled veteran.

#### 5 ARTICLE 4 – ASSOCIATION SECURITY

6 Section 1. Employees covered by this agreement at the time it becomes effective and who  
7 are members of the Association at the time shall be required, as a condition of continued  
8 employment, to continue membership in the Association or pay a service fee, hereinafter referred  
9 to as the representation fee, to the Association in an amount equal to the dues uniformly required  
10 of members of the Association, for the duration of this Agreement.

11 Section 2. Employees covered by the Agreement who are not members of the Association  
12 at the time it becomes effective shall be required as a condition of continued employment to  
13 become members of the Association or pay the representation fee commencing thirty (30) days  
14 after the effective date of this Agreement, and such conditions shall be required for the duration  
15 of this Agreement.

17 Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit  
18 after the effective date of this Agreement and covered by this Agreement shall be required as a  
19 condition of continued employment to become members of the Association or pay the  
20 representation fee for the duration of this Agreement, commencing the 30<sup>th</sup> day following the  
21 beginning of their employment in the unit.

#### 22 ARTICLE 5 - CHECK-OFF AGREEMENT

23 MENOMINEE COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred  
24 to as the "Association," and the MENOMINEE COUNTY BOARD OF COMMISSIONERS and  
25 the MENOMINEE COUNTY SHERIFF, hereinafter referred to as the "Employer," do hereby on  
26 this 1st day of October, 2003, enter into the following agreement.

27  
28 Section 1. The Employer agrees to deduct from the wages of any employee, pursuant to  
29 signed authorization of any employee upon a written authorization form in conformity with the

1 standard form used by the employer, the dues or representation fee, if any, required by the terms  
2 of this Agreement. The written authorization form shall remain in full force and effect during the  
3 period of this Agreement and may be revoked only by written notice to the Employer and the  
4 Association during the thirty (30) day period immediately preceding the expiration of this  
5 Agreement.

6 Section 2. Dues will be authorized, levied and certified in accordance with the  
7 constitution and bylaws of the Association. The amount of any representation fee will be  
8 determined as set forth in Article 4 of this Agreement. Each employee and the Association  
9 hereby authorizes the Employer to rely upon and to honor certifications by the Association  
10 President regarding the amounts to be deducted and legality of the adopting action specifying  
11 such amounts.

12 Section 3. The Employer agrees to provide this service without charge to the Association.

13 Section 4. The Employer shall not be liable to the Association by reason of the  
14 requirements of this Article, or by reason of the requirements of Article 4 and 6, for remittance  
15 or payment of any sum other than that constituting actual deductions made from the employee's  
16 wages. The Association shall indemnify the Employer and hold it harmless against any and all  
17 suits, claims, demands, expenses or other forms of liability whatsoever kind or nature, including,  
18 but not limited to, legal, court administrative, or other fees or expenses, including actual  
19 reasonable attorney fees for the area, and any back pay or other amounts directed to be paid to  
20 employees or others, that may arise out of or by reason of any action taken or not taken by the  
21 employer for the purpose of complying with this Article or with Articles 4 and 6, or in reliance  
22 on authorization forms, lists or notices which may have been furnished to the employer.

23 Section 5. Check-off deductions under all properly executed authorizations for check-off  
24 shall become effective at the time the application is signed by the employee and shall be  
25 deducted from the second pay period of the month following receipt of the written authorization  
26 by the Employer, and each pay period thereafter during the existence of such authorization.

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## ARTICLE 6 - REMITTANCE OF DUES

Section 1. Deductions of any calendar month shall be remitted to such address designated by the Association president, with an alphabetical list of names and addresses of all 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.

Section 2. The Employer shall additionally indicate the amount deducted and notify the Association President of the names and addresses of employees who through a change in their employment status are no longer subject to deduction, and shall further advise the Association President by submission of the previous month's remittance of dues.

## ARTICLE 7 - EMPLOYER SECURITY

Section 1. No Strike Pledge. The Association, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike. The association further recognizes that a strike by the employees would be illegal pursuant to Michigan law, being MCL 423.202.

Section 2. Discipline and Discharge. The Employer shall have the right to discipline and discharge any employee participating in such a strike, and the association agrees not to oppose such action.

Section 3. No Lockout. The Employer shall not lockout any employees during the term of this Agreement.

## ARTICLE 8 - UNION REPRESENTATION

Section 1. Special Conferences. The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the County which are relative to the operation of the SHERIFF DEPARTMENT upon the written request of either party. The written request shall be made in advance and shall include a statement of the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request. It is agreed that special meetings shall not be for the purpose of conducting continuing contract bargaining negotiations,

1 nor in any way modify, alter, change or detract from the agreement provisions. Special  
2 conferences shall not be used instead of the Grievance Procedure to deal with grievances. The  
3 time for such conferences will be arranged by mutual agreement between the parties. The  
4 Association representatives may meet on the Employer's property for up to one-half (½) hour  
5 immediately prior to said conference.

6 Section 2. Representative Meetings. The Association's business agent or other accredited  
7 representative of the Union shall be permitted to meet during working hours, provided such  
8 person notifies the person in charge upon his arrival. In no case shall such a representative  
9 interfere with the operations of the County during such a meeting.

10 Section 3. Association Officers. The names of the Association officers shall be furnished  
11 to the Employer after the selection or when any changes occur in the officer's designation.

12 Section 4. Association Business. The Association President and, Vice President shall  
13 normally conduct Association business on their own time. However, the President and Vice  
14 President may be allowed a reasonable amount of release time to investigate grievances (such  
15 release time to not be unreasonably withheld), after prior permission from the supervisor,  
16 without loss of pay. After receiving permission from their supervisor, the Association President  
17 and/or Vice President may be released from work to present grievances or arbitrations during  
18 their normally scheduled working hours, without loss of pay.

19 Section 5. Association Bargaining Committee.

20 A. Employees covered by this Agreement shall be represented in contract negotiations by  
21 negotiating committee of employees from the bargaining unit and Association business  
22 agent(s). Upon the bargaining committee member's selection, the Employer shall be  
23 notified in writing of the names of the members of the collective bargaining committee.  
24 The Employer shall be promptly notified in writing of any changes in the collective  
25 bargaining committee as they occur during the negotiating process.

26 B. The bargaining committee's sole function shall be to meet with Employer representatives  
27 for the purpose of negotiations. It is understood that the Association and the Employer  
28 may bring additional personnel to the negotiating session to address certain areas of



1 concern and/or expertise during the collective bargaining process. The designated  
2 bargaining committee members will receive release time from their regular scheduled  
3 work hours for negotiating sessions if negotiating sessions are scheduled during the  
4 member's regular scheduled working hours. Members of the bargaining committee shall  
5 be paid for all time spent in negotiations during their regularly scheduled working hours.  
6 The above will be restricted, for pay purposes only, to a maximum of two (2) employees.  
7

## 8 ARTICLE 9 - DEFINITION OF EMPLOYEES

9 Section 1. Definitions. The terms "employee" and "employees", when used in this  
10 Agreement, shall refer to and include only those regular full-time employees who have  
11 completed their probationary period as set forth in this Agreement and who are employed by the  
12 Employer in the collective bargaining unit described in Article 1. For purposes of this  
13 Agreement, the following definitions shall be applicable:

- 14 A. Regular Full-Time Employees: Employees regularly scheduled on a permanent basis to  
15 work one hundred forty four (144) hours per twenty eight (28) day work period shall be  
16 considered as regular, full-time employees.
- 17 B. Part-Time Employees: Employees who are regularly scheduled to work less than one  
18 hundred forty four (144) hours per twenty eight (28) day work period shall be classified  
19 as special, part-time employees. These employees shall not be covered by this collective  
20 bargaining agreement. These employees will not be used to replace employees from the  
21 unit who are on layoff status.
- 22 C. Substitute Employees: These are employees who take the place of an employee on a non-  
23 permanent basis until the regularly assigned employee returns, or is replaced, provided  
24 the Employer is making a good faith effort to fill the position. These employees shall not  
25 be covered by this collective bargaining agreement. These employees will not be used to  
26 replace employees from the unit who are on layoff status. Such employees may be used  
27 to cover vacancies created by employee separations as long as that employee has a legal

1 right to return to that position, or if the Employer is actively seeking a new employee,  
2 until the vacancy is filled.

3 D. Seasonal Employees: A seasonal employee is an employee who provides seasonal  
4 services, which is not of permanent nature and who does not work more than seven  
5 hundred eighty (780) compensated hours in any one (1) year, unless the time is extended  
6 by mutual agreement. Seasonal employees shall be compensated by wages only, and shall  
7 not be covered by the provisions of this Agreement.

8 E. Temporary Employees: A temporary employee is an employee who provides services,  
9 when help is required in a job assignment or position, which is not of permanent nature  
10 and who does not work more than two hundred forty (240) compensated hours in any one  
11 (1) year, unless the time is extended by mutual agreement. Temporary employees shall be  
12 compensated by wages only, and shall not be covered by the provisions of this  
13 Agreement.

## 14 15 ARTICLE 10 - GRIEVANCE AND ARBITRATION

### 16 Section 1.

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

19 B. A person, group, or representative, designated in the grievance procedure steps, may have  
20 a designee appointed to satisfy the requirements herein.

21 C. Time limit "days" shall be defined as weekdays (Monday - Friday), exclusive of  
22 holidays, and the day of the occurrence will not be counted as a day for time limit  
23 purposes.

24 D. During the course of operations there will be instances where employees have problems  
25 other than grievances. In order for the time limits to be adhered to properly, an employee  
26 must specify clearly to the Sheriff that the problem they are discussing is a potential  
27 grievance, so that the Sheriff can answer as called for under this grievance procedure.

- 1 E. The time limits established in the Grievance Procedure shall be followed by the parties. If  
2 the Association fails to present a grievance in-time or to advance it to the next step in a  
3 timely manner, it shall be considered to be withdrawn. If the time procedure is not  
4 followed by the Sheriff, the grievance shall automatically be deemed settled on the basis  
5 of the Association's last position. The time limits established in the Grievance Procedure  
6 may be extended by mutual agreement provided the extension is reduced to writing and  
7 the period of the extension is specified. Saturdays, Sundays and holidays shall not be  
8 counted with regard to time limitations and dates for submission of grievances, appeals,  
9 answers, etc.
- 10 F. Expedited Grievances. Any grievance involving a discharge or a dispute as to seniority in  
11 the case of layoffs, shall be filed directly at the Step One level, and must be filed within  
12 three (3) working days of such discharge or layoff.

13 Section 2. Procedure.

- 14 A. The parties agree that the prompt and just settlement of a grievance is of mutual interest  
15 and concern. There shall be an earnest, honest and prompt effort to settle differences  
16 within the employee's department. If there is any controversy or difference between an  
17 employee or group of employees and the Sheriff with respect to the interpretation or  
18 application of this Agreement, such controversy shall be handled as follows.
- 19 B. An employee who believes she has a grievance shall first discuss the matter with her  
20 management supervisor (Sheriff, Undersheriff, Lieutenant or Sergeant) personally, or  
21 accompanied by an Association officer or designee. It shall be the objective of both  
22 parties to resolve the matter in this informal manner. In the event the grievance is not  
23 settled in this matter, the following formal grievance procedure shall apply:

24 Step 1 Within five (5) working days after the time a grievance arises, or the  
25 employee is aware, or reasonably should have been aware of the alleged  
26 violation, an aggrieved employee will reduce his/her grievance to writing,  
27 and present the grievance to the Sheriff. Sheriff shall then furnish the  
28 employee, the Association, and the Board of Commissioners with a

1 written answer to the grievance within five (5) days from receipt of the  
2 aforementioned written complaint. The written grievance shall name the  
3 employee(s) involved; state the facts giving rise to the grievance; identify  
4 all provisions of this Agreement alleged to have been violated by  
5 appropriate reference; state the contention of the employee or the  
6 Association with respect to those provisions; indicate the relief requested  
7 and be signed by the employee(s) affected.

8 Step 2: (a) If the matter remains unsettled, and the grievant and/or Association wishes to  
9 carry it further, the Association President shall refer the matter to the  
10 Association Representative.

11 (b) The Association Representative, within thirty (30) days after receipt of  
12 Step 1 written response from the County Sheriff, shall meet with the  
13 Sheriff and County Board of Commissioners, or its designated  
14 representative, for the purpose of attempting to resolve the dispute. In the  
15 event the grievance shall be denied, the grievant and Association shall be  
16 notified, in writing, within five (5) calendar days,

17 (c) All grievances which are satisfactorily resolved at the first (1st) or  
18 second (2nd) step of the Grievance Procedure, if the grievance has  
19 economic implications, must be approved in writing by the County Board  
20 of Commissioners at its next regularly scheduled monthly meeting before  
21 they are binding on the Employer. The time limits set forth in Step 1 and  
22 Step 2 of the Grievance Procedure shall be stayed during the period in  
23 which such grievance resolutions are referred to the County Board of  
24 Commissioners under this section. If the resolution of grievance is  
25 disallowed by the County Board of Commissioners, the Association shall  
26 have five (5) days following receipt by the Association President of notice  
27 of the County Board of Commissioners' action to submit the grievance at

1 the next higher step in the Grievance Procedure than the grievance held  
2 prior to such disallowance.

3 Step3

4 In the event that a satisfactory adjustment cannot be reached between the  
5 parties to this Agreement, the matter in dispute may be submitted to  
6 arbitration, provided such submission is made within thirty (30) calendar  
7 days after receipt of the last step answer. All matters shall be submitted to  
8 the Michigan Employment Relations Commission in accordance with its  
9 voluntary rules and regulations. The expense of the arbitration shall be  
10 equally divided between the Association and the County. The decision of  
11 the arbitrator shall be in writing and shall be final and conclusive, but the  
12 Arbitrator shall not have power to add/subtract from or modify any of the  
13 terms of this Agreement. The arbitrator's power shall be limited to the  
14 application and interpretation of this Agreement as written, and he shall be  
15 governed at all times wholly by the terms of this Agreement. The  
16 arbitrator shall have no power to change any classification wage rate, to  
17 rule on any claim arising from a decision of the insurance carrier or  
18 retirement system in administering their plans; or to issue a ruling  
19 modifying any matter covered by a State or Federal statute. Further, the  
20 arbitrator shall not be empowered to consider any question or matter  
21 outside of this Agreement or to rule upon which persons the Sheriff shall  
22 deputize and which persons will be delegated the Sheriff's law  
23 enforcement authority. The arbitrator's decision shall be final and binding  
24 upon the Association, the Employer and employees of the bargaining unit.  
25 Any award of the arbitrator shall not be retroactive any earlier than the  
26 time the grievance was first submitted in writing.

27 Nothing contained in this step shall be construed to limit the right of the  
parties to meet and select the arbitrator by mutual agreement.

1 At any point during the grievance procedure, by mutual agreement, the  
2 parties may solicit the assistance of the State Mediator in resolution of the  
3 grievance. The mediator will not have the authority to impose a resolution  
4 unless both parties inform him in advance that they will accept his opinion  
5 as binding.

6 Section 3. Back Pay Amount. All claims for back wages shall be limited to the amount of  
7 wages that the employee would otherwise have earned, less any unemployment benefits that the  
8 employee may have received during the period of the back pay.

9 Section 4. Election of Remedies. When remedies are available for any complaint and/or  
10 grievance of an employee through any administrative or statutory scheme or procedure, such as  
11 for a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et seq, and  
12 Federal law pertaining thereto, and/or civil rights matters pursuant to Act 452 of the Public Acts  
13 of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure under this  
14 contract and the employee elects to utilize the statutory or administrative remedy, the  
15 Association employee shall not process the complaint through any grievance provided for in this  
16 contract, If. an employee elects to use the grievance procedure for under this contract and  
17 subsequently elects to utilize any administrative or statutory remedy, then the grievance shall be  
18 deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be  
19 applicable and any relief granted shall be forfeited.

## 20 21 ARTICLE 11 - DISCIPLINARY PROCEDURE

22 Section 1. Discipline. Discipline, as used in this Agreement, shall mean any action from a  
23 written reprimand to any action which results in loss of pay and/or discharge. No non-  
24 probationary employee shall be reprimanded, suspended or discharged without just cause and  
25 subject to the grievance procedure. The Employer shall follow the theory of progressive  
26 discipline. However, the Employer is not prohibited from suspending or discharging an  
27 employee upon the first instance based upon the seriousness of the offense.

1 Section 2. Counseling Verbal counseling is not considered to be discipline and is  
2 therefore not subject to the grievance procedure. Counseling shall not be used as a basis for  
3 future disciplinary actions, except to verify that the employee has been made aware of the  
4 Employer's concern in the areas covered. Counseling will not be recorded in the employee's  
5 personnel file.

6 Section 3. Investigations. Discipline will not be initiated until an investigation has taken  
7 place and the employee to be disciplined has had a chance to respond. The report of the  
8 investigation will be made available to the Association and the Employer.

9 If, due to extenuating circumstances, an employee is suspended or discharged from duty  
10 pending completion of an investigation to avoid disruption of the Employer's operations, he/she  
11 shall receive their regular pay until after the Employer has completed its investigation.

12 Section 4. Meeting. At any meeting between a representative of the County and an  
13 employee in which discipline (including warnings which are to be recorded in the personnel file,  
14 suspension, demotion or discharge for cause) is to be announced, an Association Representative  
15 may be present, if the employee so requests.

16 A discharged or suspended employee will be allowed to discuss his/her discharge or  
17 suspension with his/her steward, and the Employer will make available a meeting room where  
18 the employee may do so before the employee is required to leave the property of the employer,  
19 provided a steward is available at the work site. Upon request, the Employer or its designated  
20 representative will discuss the discharge or suspension with the employee and the steward.

21 Section 5. Notice of Discipline or Discharge. The Employer agrees, promptly upon  
22 disciplining or discharging an employee, to notify, in writing, the employee and the Association  
23 President of the discipline or discharge. The written notice shall contain the reasons for the  
24 discipline or discharge.

25 Section 6. Use of Past Record. In imposing any discipline or discharge on a current  
26 charge, the employer will not take into account any prior infractions which occurred more than  
27 two (2) years previously.

1 Section 7. Progressive Discipline. The following theory of progressive discipline will be  
2 used when verbal counseling does not correct an employee's misconduct.

3 Written Reprimand. The Employer will discuss the offense with the employee and  
4 inform them of the potential action which may be taken if another action occurs. A  
5 reprimand memorandum stating the offense and the potential action will be prepared by  
6 the Employer. The employee will receive a copy, a copy will be placed in the employee's  
7 personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the  
8 Employer and employee must appear on all copies indicating that the employee has read  
9 and received the reprimand memorandum.

10 Suspension. The Sheriff will discuss the offense with the employee. A written  
11 record of the meeting stating the offense and specifying the length of suspension shall be  
12 prepared by the Sheriff and they shall review the suspension notice with the employee.  
13 The employee will receive a copy, a copy will be placed in the employee's personnel file,  
14 and a copy will be furnished to the Personnel Committee. Signatures of the employee and  
15 the Sheriff must appear on all copies indicating that the employee has read and received  
16 the suspension notice. Only the Sheriff can suspend an employee.

17 Discharge. The Sheriff will discuss the offense with the employee. A written  
18 record of the meeting stating the offense and the action to be taken shall be prepared by  
19 the Sheriff and they shall review the discharge notice with the employee. The employee  
20 will receive a copy, a copy will be placed in the employee's personnel file, and a copy  
21 will be furnished to the Personnel Committee. Signatures of the employee and the Sheriff  
22 must appear on all copies indicating that the employee has read and received the  
23 discharge notice. Only the Sheriff can terminate an employee.

## 24 25 ARTICLE 12 - SENIORITY

26 Section 1. Definition of Seniority. Seniority shall be defined for the purpose of this  
27 Agreement as the net credit service of the employee. Net credit shall mean continuous  
28 employment with the County beginning with the date and hour on which the employee began



1 work after last being hired, less a deduction for any time for unauthorized absences. Seniority  
2 will continue during paid leaves and Armed Forces Service.

3 Seniority shall be on a bargaining unit-wide basis, with the exception of the Cook, and  
4 Bailiff and subject to qualifications, and shall be defined as an employee's length of continuous  
5 services with the Menominee County Sheriff Department, subject to Article 10, Section 7, since  
6 his/her last date of full-time hire. An employee on Leave of Absence or on Layoff for less than  
7 one (1) year shall be deemed to be in continuous service for purposes of seniority. An employee  
8 on Leave of absence or on layoff for more than one (1) year shall be deemed to have lost his  
9 seniority.

10 Section 2. Probationary Period. Employees who are hired into a regular full-time position  
11 with the Employer shall be considered probationary employees for a period of six (6) months  
12 from the date of permanent employment. The probationary period may be extended an additional  
13 six (6) months by the Employer on a case by case basis with written notice to the Union and  
14 signed by the employee. Extensions shall not affect compensation levels. Probationary  
15 employees may be disciplined or terminated by the Sheriff, at the Sheriff's pleasure, if determined  
16 by the Sheriff, in his sole discretion, to be in the Employer's best interest and further, the Union  
17 shall not represent such employees with respect to such termination. The Association has the  
18 right to represent probationary employees for the purpose of collective bargaining with respect to  
19 rates of pay, wages, hours of employment, and other conditions of employment, as set forth in  
20 Recognition section of this Agreement, except discharged and disciplined employees for other  
21 than Association activities.

22 Section 3. Seniority Lists.

23 A. The seniority list will show the names, classifications and seniority dates of all employees  
24 in the unit entitled to seniority.

25 B. The Employer will keep the seniority lists up to date at all times and will provide the  
26 Association President with up to date copies and shall post the same, at least every six (6)  
27 months. Any objections by employees to their placement on such seniority Lists shall be made  
28 within ten (10) calendar days from the date of the seniority list posting, and, if no such objections

1 are raised, the posted seniority list shall be deemed as accurate and binding by all parties and any  
2 objections thereto shall be waived.

3 Section 4. Loss of Seniority/Employment. An employee shall lose his/her seniority and  
4 job for any of the following reasons:

5 A. He/she quits or retires.

6 B. He/she is discharged and the discharge is not reversed through the procedure set forth in  
7 this Agreement.

8 C. He/she is absent for three (3) consecutive working days without notifying the Employer.  
9 After such an absence, the Employer will send a written notification to the employee by  
10 certified mail, return receipt requested, at his/her last known address that he/she has lost  
11 his/her seniority and his/her employment has been terminated. In unusual circumstances,  
12 exceptions will be made.

13 D. If he/she does not return from work when recalled from layoff, as set forth in the recall  
14 procedure.

15 E. If he/she does not return to work immediately upon the expiration of his/her sick leave or  
16 any approved leave.

17 F. When he/she is laid off for twenty four (24) consecutive calendar months.

18 G. If, while on unpaid health leave of absence, sick leave or while receiving workers'  
19 compensation benefits from the Employer, he/she accepts another job (either self\_  
20 employed or employed by others), or applies for and receives unemployment benefits.

21 H. If an employee makes a intentional misrepresentation on his/her original employment  
22 application if detected within two (2) years of the application or if the false information  
23 concerns the employee's certifications, education degrees, or criminal record.

24 I. He/she is convicted or pleads guilty or nolle contendere to a felony or any work related  
25 high court misdemeanor.

26 Section 5. Job Posting

27 A. If there is a vacancy in an entry level bargaining unit job that the Employer intends to fill  
28 or when a new classification is created, the Employer will post notice of the vacancy for

1 five (5) working days and shall provide the Association a copy of the posting. The  
2 posting shall indicate the classification of work and pay grade. Any employee who  
3 wishes to be considered for a permanent transfer to such job shall sign the posting and  
4 shall notify the Sheriff that he/she has done so. All vacancies, promotional opportunities,  
5 or new positions will be posted. All vacancies or newly created positions will be offered  
6 first by lateral transfer among full-time employees who have posted for the positions,  
7 provided the employee is qualified. The Employer agrees to fill posted positions within  
8 sixty (60) days, unless the Union is notified as to the reason that the position cannot be  
9 filled within this time frame.

10 B. Job Advancement. Promotions within a department shall be made by the Employer, first  
11 from any qualified bargaining unit employees in that department, as determined by the  
12 Employer. In selecting employees for promotion, the Employer shall consider the factors  
13 of performance, experience, training and seniority. The employee receiving the highest  
14 rating shall receive the promotion. In the event the Employer determines that there are no  
15 qualified bargaining unit employees in the department, the position will be filled as  
provided in subsection A above.

17 C.. Trial Period. Employees assigned to vacancies or new positions shall serve a six (6)  
18 month trial period with an option to extend for an additional six months and will be given  
19 a minimum of sixty (60) days to demonstrate their qualifications and ability to fill such  
20 vacancies or positions. The Employer shall have the right to return the employee to  
21 his/her original classification at any time during the trial period after the minimum sixty  
22 (60) day period, if the Employer has sustainable grounds to believe the employee cannot  
23 perform the work. After the trial period, without removal, the employee will be deemed  
24 capable of doing the work and will no longer be subject to removal except for just cause.  
25 If the employee is returned to his/her original classification, there shall be no loss of  
26 seniority in the original classification.

27 Section 6. Seniority While on Leave. An employee, who is injured while on duty, shall  
28 continue to accumulate seniority during their absence due to such injury and shall be reinstated

1 upon recovery of their former position with full seniority rights, provided they are physically  
2 qualified to return to work. In the event that said disability shall continue for more than one (1)  
3 continuous year, then, and in that event, the Employer shall review with the Association the  
4 status of the said employee's future employment, and in the event both parties agree seniority  
5 may be extended an additional six (6) months.

6 Section 7. Seniority on Return to Work. An employee who is subject to the jurisdiction of  
7 the association, within the sheriff department, who has been in the past or will be in the future  
8 promoted to a position outside of the bargaining unit (within the sheriff department), and in the  
9 event that the said employee shall retain said position outside of the bargaining unit for more  
10 than a six (6) month period, then in that event, he/she shall lose his/her seniority within the  
11 bargaining unit. He/she, however, shall only lose that period of seniority which represents the  
12 period of time that said employee works outside of the bargaining unit.

#### 13 14 ARTICLE 13 - LAYOFF AND RECALL

15 Section 1. In the event of layoff, regular employees with seniority within the affected  
16 classification will be laid off in reverse order of seniority.

17 Section 2. No part-time or temporary employee will replace a full-time employee during  
18 a layoff.

19 Section 3. Notice. Employees to be laid off for an indefinite period of time will have at  
20 least fourteen (14) calendar day's notice of such layoff. The Association President shall receive a  
21 list from the Employer of employees being laid off on the same date that notices are issued to the  
22 employees.

23 Section 4. Recall Procedure.

24 A. When the working force is increased after a layoff, employees shall be recalled according  
25 to seniority as defined in Section 1 above, provided they have the ability to perform the  
26 work.

27 B. Notice of recall shall be sent to the employees at their last known addresses by certified  
28 mail with return receipt requested. If an employee fails to report for work within five (5)

1 working days from the receipt of notice of recall or by the date the recall notice is  
2 returned to the County as undeliverable, she shall be considered to have voluntarily  
3 terminated her employment. It shall be the employee's responsibility to keep the  
4 Employer informed of her current address.

5 Section 5. Bumping. Upon being laid off from his/her classification, a regular full-time  
6 employee may bump lower seniority employees under the following conditions;

- 7 A; The bumping employee must have more Bargaining Unit seniority than the  
8 employee in the position that is being bumped.
- 9 B. The bumping employee must possess the necessary skills, experience,  
10 certifications and job qualifications which will qualify the employee to perform  
11 the work adequately, with minimal instructions.

12 Section 6. Layoff Alternatives. Voluntary Layoffs. When faced with a layoff, the  
13 Employer may solicit voluntary layoffs from members of the bargaining unit. In requesting such  
14 volunteers, the Employer shall state with certainty at the time of solicitations the length of such  
15 layoffs. If the employee shall volunteer for such layoff for the time specified by the Employer,  
16 and a layoff should extend beyond the time period specified, the employee(s) in question shall be  
17 recalled, and, if necessary, layoff procedures will proceed in a manner outlined above.

## 18 19 ARTICLE 14 - PAID LEAVES

### 20 Section 1. Sick Leave.

- 21 A. Sick Leave Accumulation. Full-time employees covered by this Agreement shall  
22 accumulate one (1) day/8 hours of sick leave for each month of his/her continuous  
23 employment for the employee's personal illness or injury incurred off the job, except no  
24 more than one hundred twenty (120) work days / 960 hours of paid sick leave shall be  
25 accumulated at any time.
- 26 B. Payment Upon Separation. Regular full-time employees shall receive one half (½) of all  
27 unused accrued sick leave earned up to a maximum of forty-five (45) days/ 360 hours of  
28 sick leave in the case of the following separations from employment:

- 1) Upon retirement or resignation of a bargaining unit member, provided they provide two (2) or more weeks prior written notice of their retirement or resignation to the Employer;
- 2) Upon a bargaining unit member's death, payment shall be made to the employee's beneficiaries.

C. Non-Payment Upon Separation. All sick leave credits shall be canceled and shall not be reinstated or paid for upon the resignation of a bargaining unit employee with less than two (2) weeks prior written notice to the Employer.

D. Sick Leave Use. Sick leave days may be utilized for the following:

- 1) An employee's own personal illness or injury.
- 2) Up to fifteen (15) leave days/ 120 hours per year may be used to care for an employee's immediate family, as defined in Section 2 below, where the employee's attendance is essential for their immediate family members.

E. Notification. An employee utilizing sick leave shall inform the Sheriff or his designee of the fact and the reason therefore by calling within one (1) hour of when his/her scheduled work day begins. Failure to provide such notification will disqualify the employee from use of sick leave and may result in disciplinary action.

F. Return Date If the employee is aware of the anticipated duration of his/her leave and, in any event, in cases in which the leave shall exceed five (5) working days, the employee shall advise his/her immediate supervisor of his/her anticipated date of return.

G. Illnesses at Work. Employees who report to work and thereafter become ill shall be paid for those hours worked, plus may, if requested, be paid for sick leave at their regular straight time rate for the remainder of their regularly scheduled shift.

H. Illnesses While on Vacation. Employee shall be allowed to use sick leave, if he/she becomes ill while on vacation and provided that said illness exceeds three (3) days and is verified by a medical doctor.

I. Verification. The Sheriff may verify the nature and extent of an illness or injury for which sick leave is used. A doctor's certificate shall be required for an illness or injury extending over a five (5) day period.

1 J. Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:

- 2 1) For days of absence other than regularly scheduled work days of the employee.  
3 2) For periods where an employee is laid off or during an approved unpaid leave of  
4 absence.  
5 3) Prior to an employee being credited with sick leave.

6 Section 2. Funeral Leave. Funeral leave will be granted in the event of a death in the  
7 immediate family as follows: three (3) days funeral leave will be granted in the case of the death  
8 of the spouse, mother, father, child, step-father, step-mother, sister, brother, mother-in-law,  
9 father-in-law, son-in-law, daughter-in-law, and grandchildren of the employee. One (1) day  
10 funeral leave will be granted in the case of death of grandmother, grandfather, or step-  
11 grandparent of the employee. .

12 However, an additional four (4) days funeral leave are available to the employee,  
13 provided the additional days are transferred from the employee's accumulated sick leave.  
14

15 Funeral leave will not extend more than three (3) consecutive working days; provisions  
for taking such funeral leave must be approved by the Sheriff.

17 Section 3. Personal Days. Permanent full-time employees will be allowed two (2)  
18 personal days per year (not to be deducted from sick leave), and will be used with the approval  
19 of the Sheriff, which will not be unreasonably withheld. Personal days must be used in the  
20 calendar year they are earned or will be lost.

21 Section 4. Military Reserve Training Leaves. Upon presentation of official orders  
22 requiring training, a full-time employee who is a member of an armed forces reserve unit or  
23 National Guard will be granted a leave of absence to engage in annual training. Upon  
24 presentation by a regular full-time employee of compensation records identifying the date of and  
25 payment made for the training program, the County shall pay the difference between the  
26 compensation that would have been received had the regular full-time employee worked as  
27 scheduled for up to ten (10) working days annually. In the event that the annual training required  
28 for an employee exceeds the ten (10) days specified above, the additional days shall be granted

1 as a leave of absence without pay (or charged against the employee's accumulated vacation  
2 leave, if requested by the employee.)

3 Section 5. Duty Incurred Disability Leaves,

- 4 A. Employee, while performing within the scope of his employment, as provided by the  
5 Michigan Worker's Compensation Act, shall receive compensation as provided in said  
6 Act
- 7 B. Any employee involved in a work related accident or injury must report that accident or  
8 injury to his/her supervisor and the County Clerk as soon as possible and fill out the  
9 proper reporting forms. Failure to properly report an injury may disqualify the employee  
10 for benefits under Worker's Compensation insurance.
- 11 C. Regular employees who have been employed for one (1) year or more sustaining an  
12 occupational injury for which compensation is paid by the Worker's Compensation  
13 Insurance carrier may use accumulated sick or vacation leave pay to equal the difference  
14 between the compensation benefits and his/her regular bi-weekly salary less normal tax  
15 withholdings. An employee receiving Worker's Compensation payments shall not earn  
16 vacation and sick leave credits while on Workers Compensation nor shall they be eligible  
17 to receive holiday pay. In the event a regular employee is off work and is being  
18 compensated under the Worker's Compensation Law for an on-the-job injury or illness,  
19 the Employer will continue, for eligible employees for a maximum of twelve (12) months  
20 from the date of the injury, to pay the premiums on health insurance, where applicable.  
21 Thereafter, the employee may make arrangements to pay the premiums to continue those  
22 insurances to the extent provided by law. All other fringe benefits shall cease while on  
23 Workers Compensation.
- 24 D. In the event an employee receives sick leave or vacation compensation and subsequently  
25 is awarded Workers Compensation for the same period of time, the employee shall sign  
26 over to the County their Worker's Compensation check for that period and the County  
27 shall credit the employee's sick leave account with the number of sick leave hours  
28 covered by the Workers Compensation check.



1 ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY AND WITHOUT BENEFITS

2 Section 1. Administrative Leaves. At his/her request, a regular employee may be granted  
3 an administrative leave of absence without pay with the approval of the Sheriff and the Board of  
4 Commissioners and under the following conditions:

- 5 A. The employee will indicate the duration of such leave in his/her initial request.  
6 B. The requested leave is for additional training to better qualify him/her in work  
7 assignments, or the leave is needed because of reasons sufficient at the discretion of the  
8 Sheriff and Board of Commissioners to warrant such leave of absence. Such permission  
9 shall not be unreasonably withheld.  
10 C. Extensions of administrative leaves may be granted provided a written request is made,  
11 where possible, at least seven (7) days prior to the expiration of the leave.  
12 D. All paid vacation and personal leave accumulations must be used prior to approval of an  
13 administrative leave.  
14 E. In the event the Employer denies a request for an administrative leave, said denial shall  
15 not be subject to the grievance procedure.

16 Administrative leaves under this section shall be granted to employees to the extent  
17 required by the federal Family and Medical Leave Act of 1993 (PL 103-3), and any applicable  
18 amendment to such Act, and shall run concurrently with the benefits of that act.

19 Section 2. Health Leave. A leave of absence without pay due to sickness and injury  
20 which prevents the employee from discharging his/her normal duties shall be granted on the  
21 following basis:

- 22 A. A regular employee shall be granted a leave of absence upon the approval of the Sheriff  
23 and the Board of Commissioners for the period of disability, but not to exceed twelve  
24 (12) weeks, provided the employee's request is supported by a physician's statement  
25 verifying the need for a leave, the diagnosis and expected duration of the leave. The  
26 Employer may request the employee to provide the County with a physician's statement  
27 attesting to an employee's continued inability to work on a reasonable basis. Upon the

1 employee's return to work from such leave, the employee shall furnish the County a  
2 physician's statement as to his/her fitness for work.

3 B. The employee must utilize his/her sick leave before requesting an unpaid leave of  
4 absence for illness or injury.

5 C. The Employer may require an employee to submit to and pass a physical examination  
6 upon the employee's return from a health or injury leave, or from any absence from  
7 employment during which time the employee has received workers' compensation  
8 benefits, if the Employer questions the employee's physical ability to work or if the  
9 employee's presence at the County may endanger his/her health and safety, or that of the  
10 County, public and/or other employees.

11 D. The Employer may request an employee to submit to a second physical examination with  
12 a physician designated by the County as provided in Article 23, Section 2.  
13

14 Section 3. When a leave of absence without pay under this Article is granted for a  
15 specific time period of not more than twelve (12) months, and is not extended beyond such  
16 period, the individual shall normally be entitled, at the termination of such leave; to  
17 reinstatement to his/her former position. When a leave of absence is required for a period of  
18 more than twelve (12) months, the employee's position will not automatically be held open for  
19 him/her.

20 Section 4. Benefits. All leaves of absence under this Article will be without pay and  
21 fringe benefits, including, but not limited to, employer paid insurances, except that the County  
22 will continue Employer paid health insurance for the duration of a duly approved health leave of  
23 absence, up to a maximum of twelve (12) weeks. No benefits shall accrue during such leaves. To  
24 the extent required by federal law, the County will also continue to provide group health  
25 coverage for leaves other than Employer approved health leaves which are covered by the  
26 Federal Family and Medical Leave Act of 1993 (PL 103-3) as amended. Employees may also  
27 continue health insurance coverage under the County group policies at the employee's expense  
28 to the extent required by Federal law.

1 Section 5. Military Leave. Military leave shall be granted according to applicable state  
2 and federal law.

3 Section 6. Failure to Return. In the event that any employee fails to return from an unpaid  
4 leave after the end of the approved leave period, the employee will be considered to have  
5 voluntarily resigned from County service.

6  
7 ARTICLE 16 - HOLIDAYS

8 Section 1. Holidays Recognized. The following holidays are recognized by the Employer:

9 New Years Day	Columbus Day
10 President's Day	Veteran's Day
11 Good Friday	Thanksgiving
12 Easter	Friday after Thanksgiving
13 Memorial Day	Christmas Eve
14 Independence Day	Christmas
15 Labor Day	New Year's Eve

16

17 Section 2. Dates Observed. Said holidays will be observed on the nationally designated  
18 date. The term "holiday" when used herein shall mean a full twenty-four (24) hours commencing  
19 at 12:00 Midnight on the eve of the holiday and ending at 12:00 Midnight on the night of the  
20 holiday.

21 Section 3. Holiday Pay. Regular full-time employees who are eligible for holiday pay  
22 shall be paid eight (8) hours for the holiday at their current straight time rate of pay.

23 Section 4. Pay for Worked Holidays. All regular full-time employees working any of the  
24 designated holidays shall be paid at the rate of time and one half (1-1/2) their regular rate of pay  
25 for all hours worked on such holiday, plus the holiday pay provided in Section 3 above.

26 Section 5. Eligibility. To be eligible for the above mentioned holidays, employees shall  
27 work their scheduled day before and scheduled day after such holidays, and, if scheduled, the  
28 holiday or be on an approved leave. Employees on layoff or unpaid leave and probationary  
29 employees will not be eligible for holiday pay.

30 Section 6. Probationary Employees. Probationary employees will not be eligible for  
31 holiday pay. However, upon successful completion for the probationary period, the Employer

1 shall pay employees for any recognized holidays that were observed during their probationary  
2 period.

3  
4 ARTICLE 17 - VACATIONS

5 Section 1. Vacation Eligibility. Vacation leave with pay will be granted to all regular full-  
6 time employees who have completed one (1) year of service; said vacation to be credited to the  
7 employee on each anniversary date of County employment.

8 Section 2. Vacation Benefit.

9 All employees will receive vacation with pay which will be granted on the following  
10 schedule:

11	1 Year	Six (6) days/ 48 hours of vacation
12	2 Years	Twelve (12) days/ 96 hours of vacation
13	3 Years and after	Add one (1) day / 8 hours for each year of service
14		up to a maximum of thirty (30) days/ 240 hours

15 Section 3. Payment. Vacation pay shall be paid at the employee's regular rate of pay.

16 Section 4. Accumulations. Unused vacation during an anniversary year may be carried to  
17 the succeeding year, not to exceed a maximum of thirty (30) days/ 240 hours of accumulation.  
18 Any unused days in excess of that amount shall be lost if not taken.

19 Section 5. Vacation Use. Vacations may be taken in one (1) day/ 8 hour increments with  
20 the prior approval of the Employer and the Employer shall be the sole arbiter of the personnel  
21 needs of the department.

22 Section 6. Vacation Scheduling. On or before January 1, an employee may express his  
23 preference, in writing, to the Employer for the scheduling of not more than two (2) weeks of  
24 his/her vacation time in periods of at least one (1) work week. If two or more employees request  
25 the scheduling of the same vacation period or vacation periods which would overlap and cannot  
26 be so scheduled consistent with the Employer's needs, in its judgment, choice of vacation  
27 periods shall be scheduled in seniority order of the employees involved. On or before February  
28 15, an employee will be notified by posting, of the scheduled vacation periods.

1 Vacation periods will be granted to employees between January 1 and March 1 by  
2 seniority consistent with the Employer's needs.

3 After vacation periods are scheduled as above, other vacation time will be granted  
4 consistent with an employee's preference, provided he can be spared in the Employers judgment,  
5 during the period he/she desires as vacation time. If two or more employees request the granting  
6 of the same vacation .period, or vacation periods which would overlap, and cannot be so  
7 scheduled consistent with the Employer's performance of its services, in its judgment, choice of  
8 vacation period will be granted in seniority order of the employees involved.

9 Regardless of his/her seniority, an employee may not preempt a vacation period which  
10 another employee has already scheduled or been granted.

11 An employee may not change or cancel vacation periods scheduled or granted, except  
12 with prior approval of the Employer.

13 Section 7. Payment Upon Separation

14 A. Regular full-time employees who have completed more than one (1) year of continuous  
15 service shall be paid for unused accumulated vacation credit in the case of the following  
separations from employment:

- 17 1) Upon the retirement or resignation of a bargaining unit member, provided they  
18 provide two (2) or more weeks prior written notice of their retirement or  
19 resignation to the Employer;
- 20 2) Upon a bargaining unit member's death, payment shall be made to the employee's  
21 beneficiaries;
- 22 3) Upon being indefinitely laid off, provided the employee may be allowed to retain  
23 the vacation credit for up to six (6) months. In a layoff situation, if the credit is  
24 paid out after the initial layoff date, it will be at the employee's rate at the time of  
25 the layoff. Once there has been a vacation payoff, there shall be no restoration of  
26 that vacation credit upon return to the work force.

27 B. All vacation leave credits shall be canceled and shall not be reinstated or paid for in the  
28 case of the following separations from employment:

- 1           1)     Upon any separation of an employee with less than one (1) year continuous
- 2                     service;
- 3           2)     Upon the resignation of a bargaining unit employee with less than two (2) weeks
- 4                     prior written notice to the Employer.

5

6                     ARTICLE 18 - HOURS OF WORK, OVERTIME AND PREMIUM PAY

7           Section 1. The provisions of this Article are intended to provide a base for determining

8           the numbers of hours of work for which an employee shall be entitled to be paid at overtime rates

9           and shall not be construed as a guarantee to such employees of any specified number of hours of

10           work, or as limiting the right of the County to fix the number of hours of work (including

11           overtime) per day or per week for such employee.

12           Implementation of 6-3 Schedule for Duration of Agreement. It is understood by both

13           parties that this schedule can only be changed with approval of the Sheriff and a majority vote of

14           the members in the appropriate affected division. The 6-3 schedule may be abandoned during

15           extended manpower shortages or reductions in force, subject to reinstatement of the 6-3 schedule

16           upon the restoration of manpower to previous levels.

17           Section 2. The standard pay period for computing pay will begin at 12:00 Midnight

18           Saturday and extend until Saturday Midnight fourteen (14) days hence.

19           Section 3. Employees working over one hundred sixty two (162) hours in any twenty

20           eight (28) day will be paid at a rate of time and one half (1 1/2X) of their regular rate for time

21           worked over one hundred sixty two (162) hours.

22           Section 4. Employees working in excess of their regular work shift will be paid at the rate

23           of time and one half (1-1/2X) of their regular rates.

24           Section 5. The hours of work and specific shift assignment will be determined by the

25           Employer.

26           Section 6. An employee who has been released from duty and is called back to work prior

27           to the commencement of his/her next shift shall receive two (2) hours pay at regular rate, plus

28           pay for the number of hours actually worked. In the event that an employee is not released from

29           his regular day's work and is asked to work beyond his regular day's work, the extra time

1 worked shall not be considered a call back. An employee called back to duty shall be considered  
2 as being on duty for the full-time period and another call back within this period shall not entitle  
3 the employee to extra consideration beyond the time and one half (1-1/2X) for the actual time  
4 worked in excess of such period.

5 Section 7.

6 A. An employee who shall voluntarily attend any school or seminar approved by the  
7 Employer and/or Department Head shall receive straight time for the hours of class work they so  
8 attend.

9 B. For any schooling or in-service training assigned by the Employer and/or Department  
10 Head which shall occur on a leave day or a off duty day, the employee will receive pay at the  
11 rate of time and one half (1-1/2X) for all hours spent in class for such schooling or training, or  
12 compensatory time at the rate of time and one half (1-1/2X) at the option of the employee.  
13 Educational opportunities within the Sheriff Department shall be posted those attending will be  
14 determined by the Employer, having in mind the best interest of the department.

15 Section 8. Use of Part-Time Employees. On absences of one work week or more, regular  
16 employees will be offered overtime for the first two (2) days then part-time employees may be  
17 used at the option of the Sheriff. For the purpose of this paragraph, absences will be defined as  
18 sick days, personal days, vacation days, funeral leave, and compensation days.

19 On vacations or illness of less than one (1) work week duration, part-time employees may  
20 be used as replacements at the option of the Sheriff. For the purpose of this paragraph, a work  
21 week will be defined as a standard work week as defined by Article 16, Section 2.

22 On Sundays, part-time employees may be used to replace regular employees at the option  
23 of the Sheriff.

24 Section 9. Employees shall be afforded choice of scheduled shifts in order of their  
25 seniority within the Sheriff Department, or when shift changes are mandated by the Sheriff. All  
26 employees within the bargaining unit shall work the same number of days on any given work  
27 schedule.

1 Section 10. A premium pay of thirty (30) cents will be paid for all hours worked between  
2 3:00 p.m. and 11:00 p.m. A premium pay of fifty (50) cents will be paid for all hours worked  
3 between 11:00 p.m. and 7:00 a.m.

4 Section 11. Full-time employees will be given the opportunity for scheduled overtime by  
5 seniority, except in emergencies.  
6

#### 7 ARTICLE 19 - JURY DUTY

8 Section 1. Jury Duty. A full-time employee shall be compensated as provided herein by  
9 the Employer for time spent in performing jury duty during such hours as the employee was  
10 scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive  
11 their regular straight time pay for the work time missed, conditional upon the employee turning  
12 in to the Employer any jury fees, less mileage, for that time. If the employee reports for jury duty  
13 and is excused early, he/she must then report for work unless there is less than one (1) hour  
14 between the time he/she is excused from such duty and the end of his/her schedule. In order to  
15 receive payment, an employee must give his/her supervisor three (3) days' prior written notice  
16 that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury  
17 duty was performed on the days for which payment is claimed.

18 Section 2. Subpoenas/Court. An employee who is subpoenaed to testify in any court  
19 proceeding on behalf of the County will receive their regular pay, conditional upon the employee  
20 turning into the Employer any witness fees and mileage. In order to receive this payment, the  
21 employee must give the Employer as much prior notice as possible that he/she has been  
22 subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in  
23 which the payment is claimed. If outside their regular shift the employee shall receive pay at  
24 their regular rate with a 2 hour minimum guarantee. Any time beyond two (2) hours shall be paid  
25 at one and one half (1-1/2) the regular rate.  
26  
27  
28  
29



ARTICLE 20 - INSURANCES

Section 1. Hospitalization/Medical Coverage. Effective as soon as practically possible after the Act 312 Arbitration Award of February 6, 2006, the plan will be the Michigan Blue cross/Blue shield Community Blue PPO Plan 3 with a \$10/40 prescription card co-pay and 3 month mail order rider (MOPD).

The Employer also agrees to reimburse employees for the PPO Plan 3 in-network deductible of \$250 for single and \$500 for full family only for the duration of this agreement. Upon the effective date of the Arbitration Award, current enrollees shall share premium costs under the schedule as follows based on level of coverage through pre-tax payroll deduction.

Single coverage and Continuance:	\$25.00 per month	<u>10/1/2009</u> 32.66	—	New Hire	44.72
2 Person Coverage:	\$55.00 per month	72.53	—		
Family Coverage;	\$60.00 per month	79.08			

This schedule shall be adjusted annually to reflect the percentage change in the premium cost of the insurance. The percentage increase shall be applied to the above rate cumulatively.

The Employer’s obligation under this article for payment of medical insurance for New Hires effective upon the date of the Arbitration Award shall be limited to ninety percent (90%) of the employee’s total health insurance premium rounded to the nearest \$1.00. The employee shall pay the remaining ten percent (10%) of the premium through pre-tax payroll deduction. The Employer, after discussion with the Association, reserves the right to change the plan provider as a cost saving measure provided benefits remain comparable to those currently provided.

An employee may “buy up” to the PPO 2 plan while it is offered, by paying the total difference in cost of the premium over the PPO 3 plan, in addition to the monthly premium cost share amount. An employee who wishes to “buy up” must do so within 30 days of approval of this agreement or at annual enrollment. At anytime there are no active employees participating in the “buy up” plans, those plans may, after discussion with the Association, be terminated and the option no longer available.

1 Section 2. Notification. It shall be the responsibility of the employee to notify the  
2 Employer of all changes in personal status, such as births, marriages, etc. which may affect their  
3 coverage. Such changes in status must be reported in writing to the County Clerk within (30)  
4 days of the event.

5 Section 3. If an eligible employee has health insurance available from another source,  
6 they may waive coverage and receive \$100.00 per month in lieu of such coverage. This provision  
7 shall be effective upon the County providing an IRS Section 125 Plan allowing the waiver.  
8 Employees waiving coverage may be limited to re-enrolling only during open enrollment  
9 periods. If both a husband and wife, or an employee and dependant are employees of the County,  
10 the payment provision in lieu of health insurance coverage as stated above shall be mandatory.  
11 Those employees shall not be permitted to have double health insurance coverage from the same  
12 or different options noted in this article.

13 If six (6) or more additional members of the collective bargaining units of the County  
14 waive insurance coverage the above mentioned provision shall increase to \$200.00 per month,  
15 with an additional option for those employees eligible for family coverage to single to receive  
16 \$100.00 per month. Cost savings from those reducing from family to single which is  
17 commensurate to totally waiving coverage shall be counted as one of six that waive coverage.  
18

19 Section 4. Life Insurance. The Employer will provide life insurance for all regular full-  
20 time employees who are eligible for life insurance pursuant to the policy terms, a group life  
21 insurance policy in the amount of ten thousand dollars (\$10,000).

22 Section 5. The Employer agrees to provide employees with Professional Liability  
23 insurance.

24 Section 6. Retirement. When an employee retires from County's service and is  
25 immediately eligible to draw pension benefits, the Employer agrees to pay the county portion of  
26 hospital insurance premiums for the month in which the retirement occurs and the month  
27 following retirement. The employee may elect to remain in the group hospital insurance program  
28 subject to the same being approved by the Employer's group hospitalization carrier. In the event  
29 that the employee shall remain a member of the group hospitalization program, he/she must pay

1 the full cost of the insurance premium charged by the group carrier for said benefit. The  
2 premium will be paid to the Employer, who shall forward the same to the group carrier.

3  
4 ARTICLE 21 - LONGEVITY

5 Section 1. After completing three (3) years of service, each full-time employee shall  
6 receive annually, as of December 1st of each year longevity pay of one hundred dollars (\$100)  
7 plus twenty five dollars (\$25) for each additional year above three (3) years, up to a maximum of  
8 six hundred and fifty dollars (\$650).

9  
10 ARTICLE 22 – RETIREMENT

11 Regular full-time employees covered under this Agreement that are eligible, pursuant to  
12 the rules of the Municipal Employees Retirement System (MERS), shall be covered by such  
13 retirement system under the B-3 plan, with the F-55/15 waiver, V-10, E-2 and FAC-3 riders.  
14 Employees, as a group shall have the option, at the employees expense, to convert to the B-4  
15 plan and/or the F(N) 20 waiver. The employee shall contribute no more than 2.3% of employee's  
16 salary to the pension plan through payroll deduction unless mutually agreed upon through  
17 discussions with the Employer. Employees have the option to purchase prior service time as  
18 authorized by the MERS Service Credit Purchase criteria.

19 If any employee terminates his employment with the County with less than ten (10) years  
20 of service, employee shall receive 100% of employee's contribution as allowed under Plan prior  
21 to January 1, 1983 and the County will pay to said employees 4% of his gross wages times the  
22 number of years worked under this plan after January 1, 1983.

23  
24 ARTICLE 23 - UNIFORM ALLOWANCE

25 The Employer shall furnish a complete applicable uniform for any starting Deputy Sheriff  
26 or Corrections Officer, provided, however that uniforms shall be returned upon termination of  
27 employment. The Employer shall pay a uniform maintenance allowance of \$500.00 on the first

1 payroll period after October 1st of each year for each full-time uniformed employee covered by  
2 this agreement that has completed at least one (1) year of service by that October 1<sup>st</sup>.

3  
4 ARTICLE 24 - TRAVEL ALLOWANCE

5 The following schedule of mileage allowance shall apply to employees required to drive  
6 their own vehicle in the course of their employment.

7 A. Mileage Allowance.

- 8 1) The County shall provide a mileage allowance. The rate shall be the  
9 Internal Revenue Service standard mileage rate. Any changes in the  
10 standard IRS mileage reimbursement rate, either upward or downward,  
11 shall be effective prospectively only from and after the first full calendar  
12 month after the IRS announces such a change in writing.
- 13 2) Miles shall always be computed on the basis of the shortest reasonable  
14 distance between the point of departure and destination.
- 15 3) There shall be an explanation given on all claims made to the County for  
16 reimbursement expenses for all trips in accordance with the parameters set  
17 forth in the Menominee County Travel Expense Voucher.

18 B. Conferences, Conventions or Seminars. The following regulations shall apply to  
19 all claims for reimbursement of expenses for attending meetings, conventions, conferences, or  
20 seminars on behalf of the Employer:

- 21 1) Attendance at a meeting, convention, conference or seminar shall have the  
22 prior approval of the Sheriff or Personnel Committee of the Board of  
23 Commissioners.
- 24 2) Travel by private automobile shall be reimbursed at the rate as provided in  
25 section (2) above.
- 26 3) If transportation is by an Employer owned vehicle, no mileage shall be  
27 allowed. Actual expenses of operation of said vehicle will be paid by the  
28 Employer upon tender of receipts for same.

- 1 4) If travel is by common carrier, coach fares will be reimbursed if receipts  
2 have been retained and submitted with an Expense Voucher.
- 3 5) Reimbursement for meals will not exceed the rate adopted by the County  
4 Board of Commissioners and shall be reimbursed after receipts are  
5 provided with the expense vouchers.
- 6 6) When a member of an employee's family, i.e. wife, husband, son or  
7 daughter, shares the hotel or motel room, the single occupancy rate will be  
8 reimbursed if receipts have been retained and submitted with an Expense  
9 Voucher.
- 10 7) Tolls telephone and telegraph expenses will be reimbursed when it is  
11 necessary as a part of the trip on behalf of the Employer.
- 12 8) Parking fees during the conference, convention, seminar or meeting will  
13 be reimbursed if receipts are retained and submitted with an Expense  
14 Voucher.
- 15 9) Expense Vouchers shall be submitted within four (4) weeks following the  
16 convention, conference, seminar or meeting attended by the employee and  
17 shall be paid within four (4) weeks of submission, unless there is a  
18 question as to any of the receipts.
- 19 10) The Board of Commissioners may determine that certain items will not be  
20 reimbursed under any circumstances, including, but not limited:
  - 21 a) Travel insurance;
  - 22 b) Laundry or dry cleaning; or
  - 23 c) Hospitality or entertainment expense,

#### 24 25 ARTICLE 25 - PHYSICAL EXAMINATION

26 Section 1. Physical Exams. As a condition of the employee's return to work from a leave  
27 taken for the reason of the employee's mental condition; or an unpaid health or injury leave of  
28 thirty (30) or more days, or from any absence from employment for which time the employee

1 received worker's compensation benefits, the Employer shall require employees to submit a  
2 medical certification relevant to the health condition that caused the need for the leave which  
3 certifies the employee's ability to return to work. A physical or mental examination may also be  
4 required if the Employer has any other reasonable basis to question the employee's physical  
5 ability to perform the essential functions of the employee's job, or if the employee's continued  
6 presence at the work site may endanger his/her health or safety or that of other employees or the  
7 public.

8 Section 2. Physician Costs. Examinations required under this Article shall be by a non  
9 employee physician of the County's choice, including an appropriate medical specialist selected  
10 by the County when deemed appropriate. The cost of such examination shall be borne by the  
11 County.

12 Section 3. Disputes. If the employee is not satisfied with the determination of the  
13 designated physician of the Employer, he/she may submit a report from a doctor of his/her own  
14 choosing, the cost of which shall be the employee's responsibility. If a dispute still exists, at the  
15 request of the Employer or employee, the designated physician of the Employer and the  
16 employee's doctor shall agree on a third doctor to submit a report to the Employer and the  
17 employee. The decision of the third doctor shall be binding on both parties. The expense of any  
18 third physician shall be shared equally by the Employer and the employee to the extent not  
19 covered by insurance.

20 Section 4. Employer Action. On the basis of such an examination under this Article, the  
21 Employer may take actions as it deems appropriate, including, but not limited to, placing the  
22 employee on leave.

23 Section 5. Illegal Drug or Other Substance Abuse Testing. The Employer reserves the  
24 right to require an employee to take a test for illegal drug use or other substance abuse in the  
25 event the Employer has a reasonable suspicion of such use. Laboratory must be approved by  
26 MCOLES. Reasonable suspicion testing may be based upon:

- 27 A. Observable phenomena, such as direct observation of drug use or possession  
28 and/or the physical symptoms of being under the influence of a drug;
- 29 B. A pattern of abnormal conduct or erratic behavior;

- 1 C. Arrest or conviction for a drug related offense, or the identification of an  
2 employee as the focus of a criminal investigation into illegal drug possession, use,  
3 or trafficking;  
4 D. Information provided either by reliable and credible sources and independently  
5 corroborated; or  
6 E. Newly discovered evidence that the employee has tampered with a previous drug  
7 test.

8 Although reasonable suspicion testing does not require certainty, mere “hunches” are not  
9 sufficient to meet this, standard.

10 Section 6. When an employee is required to take a physical exam with an employee  
11 designate physician or to take a substance abuse test under this Article during work hours, the  
12 time for the exam or test shall be considered hours worked.

13  
14 ARTICLE 26 - GENERAL PROVISIONS

15 Section 1. Gender. All reference to employees in this Agreement designates both sexes,  
16 and wherever the male gender or female gender is used, it shall be construed to include both  
17 male and female employees.

18 Section 2. Employee Information. It is the responsibility of each and every employee to  
19 keep his/her supervisor and the County Clerk’s office informed of her latest address and  
20 telephone number.

21 Section 3. Amendments. No agreement or understanding contrary to this collective  
22 bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or  
23 conditions contained herein shall be binding upon the parties hereto unless such agreement,  
24 understanding, alteration, variation, waiver or modification is executed in writing between the  
25 parties. It is further understood and agreed that this contract constitutes the sole, only and entire  
26 Agreement between the parties hereto and cancels and supersedes any other agreement and  
27 understanding heretofore existing.

1           Section 4. Demands and Proposals. The parties acknowledge that during the negotiations  
2 which resulted in this Agreement, each had the unlimited right and opportunity to make demands  
3 and proposals with respect to any subject or matter not removed by law from the area of  
4 collective bargaining, and that the understandings and agreements arrived at by the parties after  
5 the exercise of that right and opportunity are set forth in this Agreement. Therefore, the  
6 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly  
7 waives the right, and each agrees that the other shall not be obligated to bargain collectively with  
8 respect to any subject matter referred to or covered in this Agreement.

9           Section 5. Savings Clause. If any Article or Section of this Agreement or any  
10 supplements thereto should be held invalid by operation of law or by any tribunal of competent  
11 jurisdiction, or if compliance with or enforcement of any Article or Section would be restrained  
12 by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby  
13 and the parties shall enter into immediate discussions for the purpose of arriving at a mutually  
14 satisfactory replacement for such Article or Section.

15  
16           Section 6. Captions. The captions used in each article or section of this Agreement are for  
17 identification purposes only and are not a substantive pan of this Agreement.

18           Section 7. Binding Effect. The terms and conditions of this Agreement shall be binding  
19 upon the parties, and upon the Department employees and management, upon ratification of the  
20 Agreement by the bargaining unit members and by the Menominee County .Board .of  
21 Commissioners.

22           Section 8. Invalidity of Contract Provisions. The parties agree that, should any Article or  
23 Section of this Agreement be deemed illegal, either by Federal or State Law, the parties agree to  
24 renegotiate such Article and/or Section to bring such Article and/or Section in compliance with  
25 such law.

26           Section 9. Safety Committee The Employer and Association agree to meet to discuss  
27 perceived safety issues when they arise. Association members of the committee shall be the



1 President and/or Vice President. Employer committee members shall be the Sheriff and/or Under  
2 Sheriff and the County Administrator.

3  
4 ARTICLE 27 - COMPENSATION

5 Section 1. Rates of Pay. For each classification there is a Start Rate, Intermediate Rates,  
6 and a Maximum Rate. The rates are set forth in the Wage Classification/Compensation Plan,  
7 Appendix "A" attached to this Agreement.

8 Section 2. Appointments. Original appointments to any position will be made at the start  
9 rate of the classification. However, based upon the recommendation of the Sheriff, the Board of  
10 Commissioners may approve compensation up through the three (3) year rate in the wage  
11 schedule for the classification upon the new employee's appointment. Any such appointment  
12 beyond the normal start step level shall be based on experience and ability over and above the  
13 desired minimum qualifications specified for the position as determined by the Employer.

14 Section 3. Wage Advancement. New employees at the start step shall advance to the next  
15 step of their wage grade at the beginning of the first full payroll period following the successful  
16 completion of one (1) year of continuous County service in their classification. Further  
17 advancement within the wage range shall be by successive steps effective the first full payroll  
18 period following the employee's completion of his/her requisite number of years of continuous  
19 County service in their classification, as set forth in the wage schedule.

20  
21 ARTICLE 28 - TERMINATION AND MODIFICATION

22 Section 1. Termination and Modification. This Agreement shall continue in full force and  
23 effect until **September 30, 2008.**


24 A. If either party desires to amend and/or terminate this Agreement, it shall, one hundred  
25 twenty (120) days prior to the above termination date, give written notification of same. It  
26 shall not be obligatory on either party, however, to reopen negotiations during the agreed  
27 upon period for effectuation of this Contract.

1 B If neither party shall give such notice, this Agreement shall continue in effect from year  
2 to year thereafter, subject to notice of amendment or termination by either party, on one  
3 hundred twenty (120) days written notice prior to the current year's termination date.  
4

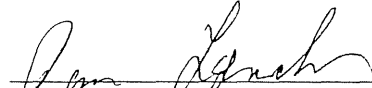
5 C. Notice of termination or modification. Notice shall be in writing and shall be sufficient if  
6 sent by certified mail, return receipt requested, addressed, if to the Association: to  
7 Menominee County Deputy Sheriff's Association, 831 Tenth Avenue, Menominee MI  
8 49858 and if to the Employer, addressed: Menominee County Board of Commissioners,  
9 839 Tenth Avenue, Menominee, Michigan, 49858; or to any such address as the  
10 Association or the Employer may make available.

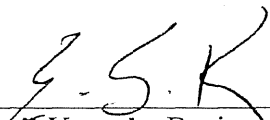
IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed  
on the day and year first above written.

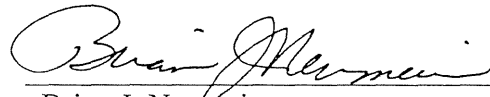
FOR THE UNION:

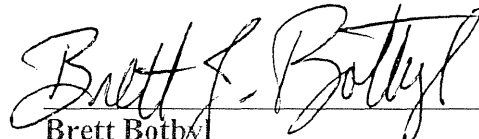
  
\_\_\_\_\_  
Association President  
Jeff Brunelle

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Jim Lynch  
County Board Chairperson

  
\_\_\_\_\_  
Emil Kezerle, Business Agent  
WPPA

  
\_\_\_\_\_  
Brian J. Neumeier  
County Administrator

  
\_\_\_\_\_  
Brett Bothy  
Menominee County Sheriff

APPENDIX "A"

Wage Classification/Compensation Plan

**Effective April 1, 2008**

	Start	1 Year	2 Year	3 Year	4 Year
Road Patrol Officer (2%)	17.28	17.75	18.24	18.72	19.18

**Corporals rate will be \$.50 added onto the hourly base wage of a Deputy/Road patrol Officer**

