

AGREEMENT

BETWEEN

**MENOMINEE COUNTY BOARD OF COMMISSIONERS
AND
THE COUNTY SHERIFF
(SUPERVISORY UNIT)**

AND



*CB approved
12/14/10*

TEAMSTERS LOCAL 486

EFFECTIVE

OCTOBER 1, 2008

THROUGH

SEPTEMBER 30, 2013

BY: TEAMSTERS LOCAL 486 / ESCANABA

MENOMINEE COUNTY SHERIFF
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AGREEMENT

TEAMSTERS UNION LOCAL NO. 486, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union," and the MENOMINEE COUNTY BOARD OF COMMISSIONERS and the MENOMINEE COUNTY SHERIFF, hereinafter referred to as the "Employer," do hereby on this 1st day of October, 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 Union 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 Teamsters Union Local No. 486, I.B.T., as the exclusive representative for those department employees within the Lieutenant and Jail Sergeant classification and excluding the Sheriff, Undersheriff, and all other Departmental employees, 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.

SECTION 2. Should the Employer change the name of or responsibility of any classification on the list, it will notify the Union 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 Union's agreement.

SECTION 3. In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the Steward of the recommended rate structure prior to its becoming effective. If the Union does not object to the proposed rate within seven (7) work days, the rate shall be adopted. If the Union disagrees with the proposed rate within seven (7) work days by providing the Employer a notice in writing, a meeting shall be scheduled within seven (7) work days after receipt of the union notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay subject to the outcome of the negotiations. The Employer shall also notify the Steward when a new employee is hired to work in the departments listed in Section 1 as having bargaining unit positions.

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 1. The Employer, except as this Contract provides, shall have the right to:

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

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

ARTICLE 3
NON-DISCRIMINATION

SECTION 1. It is mutually agreed that no discrimination shall be practiced by the Employer or the Union, against any employee because of membership or non-membership in the Union, or by the Employer against any member or officer because of activities on behalf of the Union.

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

ARTICLE 4
SECURITY

SECTION 1. Pursuant to and in accordance with all applicable provisions of the laws of Michigan, the Employer does hereby recognize Teamsters Union Local No. 328 486, I.B.T., as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and working conditions for the term of this Agreement of all employees included in the bargaining unit.

SECTION 2. Membership in the Union is not compulsory. Regular employees having the right to join, or not join, or maintain or drop the membership in the Union as they see fit. The Union is required under this Agreement to represent all of the

employees in the bargaining unit fairly and equally, without regard to whether or not the employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his fair share of the obligation along with the grant of the equal benefits contained in this Agreement, including dues and initiation fees.

SECTION 3. In accordance with the policy set forth under Sections 1 and 2 of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money determined by the Union in accordance with state and federal laws. For present regular employees, payment shall commence 31 days following the effective date or on the date of the execution of this Agreement, whichever is later; and for new employees, the payment shall start 31 days following the date of employment. This payment shall constitute a service fee.

SECTION 4. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of an employee, all dues, service fees and/or initiation fees owed to the Union, provided however that the Union presents to the Employer written authorizations signed by each employee, allowing such deductions and payments to the said Union. The written authorization forms shall be presented by the Union to the Employer. It is understood and agreed that the Union agrees to hold the Employer harmless from any liability to the employee for withholding said initiation fees and/or dues.

SECTION 5. Noncompliance.

- A. The Union shall notify an employee of non-compliance by certified mail, return receipt requested or personal service. Said notice shall detail the non-compliance and shall further advise the employee that a request for discharge will be filed with the Board of Commissioners in the event compliance is not effected, with a copy of said letter to the Employer.
- B. If the employee fails to comply within thirty (30) days, the Union will notify the Employer in writing, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to the notification letter.
- C. The Employer, only upon receipt of said notification with the request for termination, shall conduct an investigation of said request. In the event of compliance at any time prior to discharge, request shall be withdrawn.
- D. Failure of an employee of the unit to pay Union dues or service fees toward the administration of this Agreement shall be recognized as reasonable and just cause for discharge by the Employer.
- E. The discharge of an employee for failure to pay Union dues and initiation fees or service fees shall not be subject to the grievance procedure.

SECTION 6. Deduction Forms. The payroll deduction forms will be distributed to new employees by the Union.

SECTION 7. Incomplete Forms. All check-off authorization forms shall be filed with the Employer, or Employer's designee, who shall return any incomplete or incorrectly completed form to the local Union steward and no check-off shall be made until such deficiency is corrected.

SECTION 8. Deduction Limits. The Employer shall only check-off obligations which come due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation. When an employee is on non-pay status during a part of a pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of the check-off authorization form, together with the provisions of the Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessment, service fees or any other deductions not in accordance with this provision. The Employer is not responsible for refund to the employee if she has duplicated a check-off deduction by direct payment to the Union.

SECTION 9. Remittance. The Union will bill the Employer monthly with a form that reflects each employee's dues, initiation fees or service fees. The Employer shall remit these amounts to the Union as provided in this Article, along with each employee's current hourly rate of pay. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer.

SECTION 10. If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE 5 **EMPLOYER SECURITY**

SECTION 1. No Strike Pledge. The Union, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike. The Union 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 Union agrees not to oppose such action.

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

ARTICLE 6
UNION REPRESENTATION

SECTION 1. Special Conferences. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the County, 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, nor in any way modify, alter, change or detract from the agreement provisions. Special conferences shall not be used instead of the Grievance Procedure to deal with grievances. The time for such conferences will be arranged by mutual agreement between the parties. The Union representatives may meet on the Employer's property for up to one-half (1/2) hour immediately prior to said conference.

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

SECTION 3. Stewards. The names of the steward and alternate steward shall be furnished to the Employer after the selection or when any changes occur in the stewards and alternate steward's designation.

SECTION 4. Union Business. The steward and alternate steward shall normally conduct Union business on their own time. However, the steward and alternate steward may be allowed a reasonable amount of release time to investigate grievances (such release time to not be unreasonably withheld), after prior permission from the supervisor, without loss of pay. After receiving permission from their supervisor, the Union steward and alternate steward may be released from work to present grievances or arbitrations during their normally scheduled working hours, without loss of pay.

SECTION 5. Union Bargaining Committee.

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

- B. The bargaining committee's sole function shall be to meet with Employer representatives for the purpose of negotiations. It is understood that the Union and the Employer may bring additional personnel to the negotiating session to address certain areas of concern and/or expertise during the collective bargaining process. The designated bargaining committee

members will receive release time from their regular scheduled work hours for negotiating sessions if negotiating sessions are scheduled during the member's regular scheduled working hours. Members of the bargaining committee shall be paid for all time spent in negotiations during their regularly scheduled working hours. The above will be restricted, for pay purposes only, to a maximum of two (2) employees.

ARTICLE 7

DEFINITION OF EMPLOYEES

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

- A. Regular Full-Time Employees: Employees regularly scheduled on a permanent basis to work eighty (80) hours per two (2) week pay period shall be considered as regular, full-time employees.
- B. Part-Time Employees: Employees who are regularly scheduled to work less than eighty (80) hours per two (2) week pay period shall be classified as special, part-time employees. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status.
- C. Substitute Employees: These are employees who take the place of an employee on a non-permanent basis until the regularly assigned employee returns, or is replaced, provided the Employer is making a good faith effort to fill the position. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status. Such employees may be used to cover vacancies created by employee separations as long as that employee has a legal right to return to that position, or if the Employer is actively seeking a new employee, until the vacancy is filled.
- D. Seasonal Employees: A seasonal employee is an employee who provides seasonal services, which is not of permanent nature and who does not work more than seven hundred eighty (780) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Seasonal employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
- E. Temporary Employees: A temporary employee is an employee who provides services, when help is required in a job assignment or position, which is not of permanent nature and who does not work more than two hundred forty (240) compensated hours in any one (1) year, unless the

time is extended by mutual agreement. Temporary employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

ARTICLE 8

GRIEVANCE AND ARBITRATION

SECTION 1.

- A. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.
- B. A person, group, or representative, designated in the grievance procedure steps, may have a designee appointed to satisfy the requirements herein.
- C. Time limit "days" shall be defined as weekdays (Monday - Friday), exclusive of holidays, and the day of the occurrence will not be counted as a day for time limit purposes.
- D. During the course of operations there will be instances where employees have problems other than grievances. In order for the time limits to be adhered to properly, an employee must specify clearly to the Sheriff that the problem they are discussing is a potential grievance, so that the Sheriff can answer as called for under this grievance procedure.
- E. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Sheriff, the grievance shall automatically be deemed settled on the basis of the Union's last position. The time limits established in the Grievance Procedure may be extended by mutual agreement; provided the extension is reduced to writing and the period of the extension is specified. Saturdays, Sundays and holidays shall not be counted with regard to time limitations and dates for submission of grievances, appeals, answers, etc.
- F. Expedited Grievances. Any grievance involving a discharge or a dispute as to seniority in the case of layoffs, shall be filed directly at the Step One level, and must be filed within three (3) working days of such discharge or layoff.

SECTION 2. Procedure.

- A. The parties agree that the prompt and just settlement of a grievance is of mutual interest and concern. There shall be an earnest, honest and prompt effort to settle differences within the employee's department. If there is any controversy or difference between an employee or group of

employees and the Sheriff with respect to the interpretation or application of this Agreement, such controversy shall be handled as follows.

- B. An employee who believes he/she has a grievance shall first discuss the matter with the Sheriff personally, or accompanied by a Union Steward. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this matter, the following formal grievance procedure shall apply:

STEP 1: Within five (5) working days after the time a grievance arises, or the employee is aware, or reasonably should have been aware of the alleged violation, an aggrieved employee will reduce his/her grievance to writing, and present the grievance to the Sheriff. Sheriff shall then furnish the employee, the Union, and the Board of Commissioners with a written answer to the grievance within five (5) days from receipt of the aforementioned written complaint. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested and be signed by the employee(s) affected.

- STEP 2:
- A. If the matter remains unsettled, and the grievant and/or Union wishes to carry it further, the Union steward shall refer the matter to the Union Representative.
- B. The Union Representative, within thirty (30) days after receipt of Step 1 written response from the County Sheriff, shall meet with the Sheriff and County Board of Commissioners, or its designated representative, for the purpose of attempting to resolve the dispute. In the event the grievance shall be denied, the grievant and Union shall be notified, in writing, within five (5) calendar days.
- C. All grievances which are satisfactorily resolved at the first (1st) or second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 2 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the steward of notice of the County

Board of Commissioners' action to submit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance.

STEP 3: In the event that a satisfactory adjustment cannot be reached between the parties to this Agreement, the matter in dispute may be submitted to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations. The expense of the arbitration shall be equally divided between the Union and the County. The decision of the arbitrator shall be in writing and shall be final and conclusive, but the Arbitrator shall not have power to add/subtract from or modify any of the terms of this Agreement. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or retirement system in administering their plans; or to issue a ruling modifying any matter covered by a State or Federal statute. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or to rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

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

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

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

SECTION 4. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as for a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et esq., and Federal law pertaining thereto, and/or civil rights

matters pursuant to Act 452 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union employee shall not process the complaint through any grievance provided for in this contract. If an employee elects to use the grievance procedure for under this contract and subsequently elects to utilize any administrative or statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 9 **DISCIPLINARY PROCEDURE**

SECTION 1. Discipline. Discipline, as used in this Agreement, shall mean any action from a written reprimand to any action which results in loss of pay and/or discharge. No non-probationary employee shall be reprimanded, suspended or discharged without just cause and subject to the grievance procedure. The Employer shall follow the theory of progressive discipline.

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

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

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

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

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

SECTION 5. Notice of Discipline or Discharge. The Employer agrees, promptly upon disciplining or discharging an employee, to notify, in writing, the employee and the

Union steward of the discipline or discharge. The written notice shall contain the reasons for the discipline or discharge.

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

SECTION 7. Progressive Discipline. The following theory of progressive discipline will be used when verbal counseling does not correct an employee's misconduct. However, the Employer is not prohibited from suspending or discharging an employee upon the first instance based upon the seriousness of the offense.

- A. **Written Reprimand.** The Employer will discuss the offense with the employee and inform them of the potential action which may be taken if another action occurs. A reprimand memorandum stating the offense and the potential action will be prepared by the Employer. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the Employer and employee must appear on all copies indicating that the employee has read and received the reprimand memorandum.
- B. **Suspension.** The County Administrator or Elected Official will discuss the offense with the employee. A written record of the meeting stating the offense and specifying the length of suspension shall be prepared by the County Administrator or Elected Official and they shall review the suspension notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the employee and the Employer and/or County Administrator must appear on all copies indicating that the employee has read and received the suspension notice. Only the County Administrator or Elected Official can suspend an employee.
- C. **Discharge.** The County Administrator or Elected Official will discuss the offense with the employee. A written record of the meeting stating the offense and the action to be taken shall be prepared by the County Administrator or Elected Official and they shall review the discharge notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the employee and the Employer and/or County Administrator must appear on all copies indicating that the employee has read and received the discharge notice. Only the County Administrator or Elected Official can terminate an employee.

ARTICLE 10

SENIORITY

SECTION 1. Definition of Seniority. Seniority shall be defined for the purpose of this Agreement as the net credit service of the employee. Net credit shall mean continuous employment with the County beginning with the date and hour on which the employee began work after last being hired, less a deduction for any time for unauthorized absences. Seniority will continue during paid leaves and Armed Forces Service.

Seniority shall be on a bargaining unit-wide basis. An employee on Leave of Absence or on Layoff for less than one (1) year shall be deemed to be in continuous service for purposes of seniority. An employee on Leave of Absence or on Layoff for more than one (1) year shall be deemed to have lost his seniority.

SECTION 2. Probationary Period. Employees who are hired into a regular full-time position with the Sheriff shall be considered probationary employees for a period of six (6) months from the date of permanent employment. The probationary period may be extended an additional six (6) months by the Sheriff on a case by case basis with written notice to the Union and signed by the employee. Extensions shall not affect compensation levels. Probationary employees may be terminated at the sole discretion of the Sheriff. The Union has the right to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in Recognition section of this Agreement, except discharged and disciplined employees for other than Union activities.

SECTION 3. Seniority Lists.

- A. The seniority list will show the names, classifications and seniority dates of all employees in the unit entitled to seniority.
- B. The Sheriff will keep the seniority lists up to date at all times and will provide the Union Steward with up-to-date copies and shall post the same, at least every six (6) months. Any objections by employees to their placement on such seniority lists shall be made within thirty (30) calendar days from the date of the seniority list posting, and, if no such objections are raised, the posted seniority list shall be deemed as accurate and binding by all parties and any objections thereto shall be waived.

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

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

- C. He/she is absent for three (3) consecutive working days without notifying the Sheriff. After such an absence, the Sheriff will send a written notification to the employee by certified mail, return receipt requested, at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. In unusual circumstances, exceptions will be made.
- D. If he/she does not return from work when recalled from layoff, as set forth in the recall procedure.
- E. If he/she does not return to work immediately upon the expiration of his/her approved leave.
- F. When he/she is laid off for twenty-four (24) consecutive calendar months.
- G. If, while on unpaid health leave of absence, sick leave or while receiving workers' compensation benefits from the Employer, he/she accepts another job (either self-employed or employed by others), or applies for and receives unemployment benefits.
- H. If an employee makes an intentional misrepresentation on his/her original employment application if detected within two (2) years of the application or if the false information concerns the employee's certifications, education degrees, or criminal record.
- I. He/she is convicted or pleads guilty or nolle contendere to a felony or any work-related high-court misdemeanor.

SECTION 5. Trial Period. Employees promoted to vacancies or new positions in this bargaining unit from other department positions shall serve a six (6) month trial period and will be given a minimum of sixty (60) days to demonstrate their qualifications and ability to fill such vacancies or positions. The Employer shall have the right to return the employee to his/her original classification at any time during the trial period after the minimum sixty (60) day period, if the Employer has sustainable grounds to believe the employee cannot perform the work. If the employee is returned to his/her original classification, there shall be no loss of seniority in the original classification.

SECTION 6. Seniority While on Leave. An employee, who is injured while on duty, shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery of their former position with full seniority rights, provided they are physically qualified to return to work. In the event that said disability shall continue for more than one (1) continuous year, then, and in that event, the Employer shall review with the Union the status of the said employee's future employment and in the event both parties agree seniority may be extended an additional six (6) months.

SECTION 7. Seniority on Return to Work. An employee who is subject to the jurisdiction of the Union, who has been in the past or will be in the future promoted to a

position outside of the bargaining unit, and in the event that the said employee shall retain said position outside of the bargaining unit within the Sheriff Department for more than a six (6) month period, then in that event, he/she shall lose his/her seniority within the bargaining unit. He/she, however, shall only lose that period of seniority which represents the period of time that said employee works outside of the bargaining unit.

ARTICLE 11 **LAYOFF AND RECALL**

SECTION 1. Seniority shall be on a departmental basis. In the event of layoff, the last man laid off shall be the first recalled. Layoff will be by seniority. Employees will be given two (2) weeks notice of layoff, except in an emergency.

SECTION 2. No part-time or temporary employee will replace a full-time employee during a layoff.

ARTICLE 12 **PAID LEAVES**

SECTION 1. Sick Leave.

- A. **Sick Leave Accumulation.** Full-time employees covered by this Agreement shall accumulate one (1) day of sick leave for each month of his/her continuous employment for the employee's personal illness or injury incurred off the job, except no more than one hundred twenty (120) work days of paid sick leave shall be accumulated at any time.
- B. **Payment Upon Separation.** Regular full-time employees shall receive one-half (1/2) of all unused accrued sick leave earned up to a maximum of forty-five (45) days of 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.
 3. If before the expiration date of this Agreement, any County Unit receives a better pay out plan for sick leave payout, that plan shall apply to this Unit.
- 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 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. When the Employer has a reasonable basis to believe there is abuse of sick leave, the Employer may request that the employee see a doctor of the Employer's choice at the Employer's expense.
- J. Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:
1. For days of absence other than regularly scheduled work days of the employee.
 2. For periods where an employee is laid off or during an approved unpaid leave of absence.
 3. Prior to an employee being credited with sick leave.

SECTION 2. Funeral Leave. Funeral leave will be granted in the event of a death in the immediate family as follows: three (3) days funeral leave will be granted in the case of the death of the spouse, mother, father, child, step-father, step-mother, sister, brother, mother-in-law, father-in-law or grandchild of the employee. One (1) day funeral leave will be granted in the case of death of grandmother, grandfather, or other relative of the employee.

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

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

SECTION 3. Personal Days. Permanent full-time employees will be allowed two (2) personal days per year (not to be deducted from sick leave), and will be used with the approval of the Sheriff, which will not be unreasonably withheld. Personal days must be used in the calendar year they are earned unless approved by sheriff.

SECTION 4. Military Reserve Training Leaves. Upon presentation of official orders requiring training, a full-time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full-time employee of compensation records identifying the date of and payment made for the training program, the County shall pay the difference between the compensation that would have been received had the regular full-time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee.)

SECTION 5. Duty Incurred Disability Leaves.

- A. Employee, while performing within the scope of his employment, as provided by the Michigan Worker's Compensation Act, shall receive compensation as provided in said Act.
- B. Any employee involved in a work related accident or injury must report that accident or injury to his/her supervisor and the County Clerk as soon as possible and fill out the proper reporting forms. Failure to properly report an injury may disqualify the employee for benefits under Worker's Compensation Insurance.

ARTICLE 13
LEAVES OF ABSENCE WITHOUT PAY AND WITHOUT BENEFITS

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

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

Administrative leaves under this section shall be granted to employees to the extent required by the federal Family and Medical Leave Act of 1993 (PL 103-3), and any applicable amendment to such Act.

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

- A. A regular employee shall be granted a leave of absence upon the approval of the Sheriff and the Board of Commissioners for the period of disability, but not to exceed twelve (12) weeks, provided the employee's request is supported by a physician's statement verifying the need for a leave, the diagnosis and expected duration of the leave. The Employer may request the employee to provide the County with a physician's statement attesting to an employee's continued inability to work on a reasonable basis. Upon the employee's return to work from such leave, the employee shall furnish the County a physician's statement as to his/her fitness for work.
- B. The employee must utilize his/her sick leave before requesting an unpaid leave of absence for illness or injury.
- C. The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a health or injury leave, or

from any absence from employment during which time the employee has received workers' compensation benefits, if the Employer questions the employee's physical ability to work or if the employee's presence at the County may endanger his/her health and safety, or that of the County, public and/or other employees.

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

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

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

SECTION 5. Military Leave. Military leave shall be granted according to applicable state and federal law.

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

ARTICLE 14

HOLIDAYS

SECTION 1. Holidays Recognized for Employees.

- A. The following holidays are recognized by the Employer:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Easter	Friday after Thanksgiving
Memorial Day	Christmas Eve

Independence Day
Labor Day

Christmas
New Year's Eve

- B. Dates Observed. Said holidays will be observed on the nationally designated date, except as provided in this section. Any of the stated holidays falling on a Saturday shall be observed on the preceding Friday. Any of the holidays falling on a Sunday shall be observed on the following Monday.
- C. Holiday Pay. Regular full-time employees who are eligible for holiday pay shall be paid eight (8) hours for the holiday at their current straight time rate of pay.
- D. Pay for Worked Holidays. All regular full-time employees working any of the designated holidays shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked on such holiday, plus the holiday pay provided in C above. Non-shift employees who are called in to work a holiday will be guaranteed not less than two (2) hours of holiday pay.
- E. Eligibility. To be eligible for the above-mentioned holidays, employees shall work their scheduled day before and scheduled day after such holidays, and, if scheduled, the holiday or be on an approved leave. Employees on layoff or unpaid leave will not be eligible for holiday pay.

ARTICLE 15 **VACATIONS**

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

SECTION 2. Vacation Benefit.

All employees will be granted on the following schedule:

1 Year	--	Six (6) days of vacation
2 Years	--	Twelve (12) days of vacation
3 Years and after	--	Add one (1) day for each year of service up to a maximum of thirty (30) days

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

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

SECTION 5. Vacation Use. Vacations may be taken in one (1) day increments with the prior approval of the Employer and the Employer shall be the sole arbiter of the personnel needs of the department.

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

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

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

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

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

SECTION 7. Payment Upon Separation.

- A. Regular full-time employees who have completed more than one (1) year of continuous service shall be paid for unused accumulated vacation credit in the case of the following separations from employment:
1. Upon the 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;
 3. Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation, if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there

has been a vacation payoff, there shall be no restoration of that vacation credit upon return to the work force.

- B. All vacation leave credits shall be canceled and shall not be reinstated or paid for in the case of the following separations from employment:
1. Upon any separation of an employee with less than one (1) year continuous service;
 2. Upon the resignation of a bargaining unit employee with less than two (2) weeks prior written notice to the Employer.

ARTICLE 16

HOURS OF WORK, OVERTIME AND PREMIUM PAY

SECTION 1. Standard Pay Period. The standard work week for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight seven (7) days hence.

SECTION 2. Hours Worked. The normal work schedule shall be (40) hours per week. The hours of work and specific shift assignment will be determined by the Employer.

SECTION 3. Overtime. Employees working over eight (8) hours in any one day will be paid at a rate of time and one-half (1-1/2X) of their regular rate for time worked over eight (8) hours. Employees working in excess of five (5) days and forty (40) hours, during a standard week, will be paid at the rate of time and one-half (1-1/2X) of the regular rates.

SECTION 4. Call-Back Pay. An employee who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at a regular rate, plus pay for the number of hours actually worked. In the event that an employee is not released from his regular day's work and is asked to work beyond his regular day's work, the extra time worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2X) for the actual time worked in excess of such period.

SECTION 5. School/Seminar Attendance. An employee who shall voluntarily attend any school or seminar approved by the Employer and/or Department Head shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer and/or Department Head which shall occur on a leave day or an off duty day, the employee will receive pay at the rate of time and one-half (1-1/2X) for all hours spent in class at such schooling or training, or compensatory time at the rate of time and one-half (1-1/2X) at the option of the employee. Educational opportunities within the Sheriff Department shall be posted; those attending will be determined by the Employer, having in mind the best interest of the department.

ARTICLE 17
JURY DUTY

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

SECTION 2. Subpoenas/Court. An employee who is subpoenaed to testify in any court proceeding because of his/her employment with the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed. If outside their regular shift the employee shall receive pay at their regular rate with a two hour minimum guarantee. Time beyond the first two hours shall be paid at a rate of time and one-half.

ARTICLE 18
HOSPITALIZATION, LIFE INSURANCE, AND PROFESSIONAL LIABILITY INSURANCE

SECTION 1. Hospitalization/Medical Coverage. The Hospitalization/Medical plan and Employer and employee contributions in effective on November 11, 2010, shall remain effective through December 31, 2010. Effective January 1, 2011, or as soon thereafter as it may be implemented, the Hospitalization/Medical plan shall be changed to the Blue Cross/Blue Shield Community Blue PPO Plan 15/0 plan with a County funded HRA program as set forth in more detail in Attachment B to this Agreement. The Employer, after discussion with the Union, reserves the right to change the plan provider as a cost saving measure provided benefits remain comparable to those currently provided.

The Employer's obligation under this Article for payment of medical insurance premium for regular full-time employees shall be limited to 92.5% of the employee's total health insurance premium, rounded to the nearest \$1.00 for calendar year 2011; 92% of the employee's total health insurance premium, rounded to the nearest \$1.00 for calendar year 2012; and 90% of the employee's total health insurance premium, rounded to the nearest \$1.00 for calendar year 2013. The employee shall pay the remaining premium through pre-tax payroll deduction (7.5% for 2011, 8% for 2012, and 10% for 2013). These cost sharing percentages shall be calculated from the base

premium payment on Community Blue Plan 15/0 only, and shall not include the HRA costs, which shall be funded by the Employer.

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

SECTION 3. Waiver. If an eligible employee has health insurance available from another source, they may waive coverage, and receive \$300.00 per month in lieu of such coverage. This provision shall be effective upon the County providing an IRS Section 125 Plan allowing the waiver. Employees waiving coverage may be limited to re-enrolling only during open enrollment periods or as allowed by the Employer's health insurance carrier.

If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of \$300.00 per month will be offered to one of the employees in lieu of independent health insurance coverage. Those employees shall not be permitted to have double health insurance coverage from the same or different options as noted in this article.

SECTION 4. Life Insurance. The Employer will provide life insurance for all regular full time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

SECTION 5. Professional Liability Insurance. The Employer agrees to provide employees with Professional Liability Insurance.

SECTION 6. Retirement. When an employee retires from county service and is immediately eligible to draw pension benefits, the Employer agrees to pay the county a portion of hospital insurance premiums, for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he/she must pay the full cost of the insurance premium charged by the group carrier for said benefit, including the HRA monthly cost, as determined by the County's insurance representatives. The premium will be paid to the Employer, who shall forward same to the group carrier.

ARTICLE 19 **LONGEVITY**

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

SECTION 2. After completing three (3) full years or more of uninterrupted service, an employee in good standing shall be paid their pro-rated longevity pay upon termination based on their anniversary date.

ARTICLE 20 **RETIREMENT**

SECTION 1. Regular full-time employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall be covered by such retirement system under the B-3 plan, with the F-55/15 years waiver, V-10 and E-2 and FAC-3 riders. The employee shall contribute 2.3% of employee's salary to the pension plan through payroll deduction for the F55/15 year option. The Plan shall be revised to establish a linked divisions MERS Plan to provide a B-2 for employees hired after January 1, 2011, with the change to be effective when the bargaining unit's MERS division adopts the linked divisions MERS Plan and provided transfers of current Sheriff's Department employees into this bargaining unit that were hired prior to January 1, 2011 shall remain in the B-3 Plan.

SECTION 2. If any employee terminates his employment with the County and is not vested (has less than ten (10) years of service), employee shall receive 100% of employees contribution and interest as allowed under the MERS, and the County will pay to said employees 4% of his gross wages times the number of years worked under this plan after January 1, 1983. However, this County 4% payment shall not be applicable to employees that voluntarily resign or are discharged for cause.

ARTICLE 21 **UNIFORM ALLOWANCE**

Employer shall furnish a complete applicable uniform for each bargaining unit member, provided, however, that the uniforms shall be returned upon termination of employment. The Employer shall pay a uniform maintenance allowance of \$600.00 on the first payroll period after October 1 of each year for each full-time employee covered by this Agreement that has completed at least one (1) year of service by that October 1st.

ARTICLE 22 **TRAVEL ALLOWANCE**

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

A. Mileage Allowance.

1. The County shall provide a mileage allowance. The rate shall be the Internal Revenue Service standard mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or

downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.

2. Miles shall always be computed on the basis of the shortest reasonable distance between the point of departure and destination.
3. There shall be an explanation given on all claims made to the County for reimbursement expenses for all trips in accordance with the parameters set forth in the Menominee County Travel Expense Voucher.

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

1. Attendance at a meeting, convention, conference or seminar shall have the prior approval of the Sheriff or Personnel Committee of the Board of Commissioners.
2. Travel by private automobile shall be reimbursed at the rate as provided in Section 2. above.
3. If transportation is by an Employer-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of receipts for same.
4. If travel is by common carrier, coach fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
5. Reimbursement for meals will not exceed the rate adopted by the County Board of Commissioners and shall be reimbursed after receipts are provided with the expense vouchers.
6. When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
7. Tolls, telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.
8. Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.

9. Expense Vouchers shall be submitted within four (4) weeks following the convention, conference, seminar or meeting attended by the employee and shall be paid within four (4) weeks of submission, unless there is a question as to any of the receipts.
10. The Board of Commissioners may determine that certain items will not be reimbursed under any circumstances, including, but not limited:
 - a. Travel insurance;
 - b. Laundry or dry cleaning; or
 - c. Hospitality or entertainment expense.

ARTICLE 23

PHYSICAL EXAMINATION

SECTION 1. Physical Exams. As a condition of the employee's return to work from a leave taken for the reason of the employee's mental condition; or an unpaid health or injury leave of thirty (30) or more days, or from any absence from employment for which time the employee received worker's compensation benefits, the Employer shall require employees to submit a medical certification relevant to the health condition that caused the need for the leave which certifies the employee's ability to return to work. A physical or mental examination may also be required if the Employer has any other reasonable basis to question the employee's physical ability to perform the essential functions of the employee's job, or if the employee's continued presence at the work site may endanger his/her health or safety or that of other employees or the public.

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

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

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

SECTION 5. Illegal Drug or Other Substance Abuse Testing. The Employer reserves the right to require an employee to take a test for illegal drug use or other

substance abuse in the event the Employer has a reasonable suspicion of such use. Reasonable suspicion testing may be based upon:

- A. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug. The Laboratory used for any such testing will be approved by MCOLES;
- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- D. Information provided either by reliable and credible source and independently corroborated; or
- E. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

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

ARTICLE 24 **GENERAL PROVISIONS**

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

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

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

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

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

SECTION 6. Captions. The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

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

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

SECTION 9. Vehicle Inspection Program. The Sheriff will establish a vehicle inspection program as prescribed by licensed dealer.

ARTICLE 25 **COMPENSATION**

Compensation shall be in accordance with Appendix "A" attached to this Agreement.

ARTICLE 26
TERMINATION AND MODIFICATION

Termination and Modification. This Agreement shall continue in full force and effect until September 30, 2013.

1. If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same. It shall not be obligatory on either party, however, to reopen negotiations during the agreed-upon period for effectuation of this Contract.
2. If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.
3. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, addressed, if to the Union: to Teamsters Local 486, 110 North 6th St., Escanaba, Michigan 49829; and if to the Employer, addressed: Menominee County Board of Commissioners, 839 Tenth Avenue, Menominee, Michigan, 49858; or to any such address as the Union or the Employer may make available.

SIGNATURES

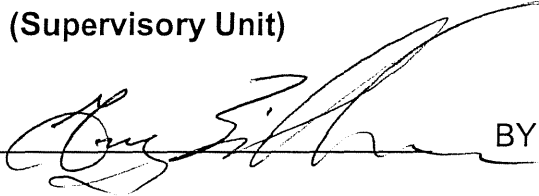
IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**MENOMINEE COUNTY BOARD OF
COMMISSIONERS**

TEAMSTERS UNION LOCAL NO. 486

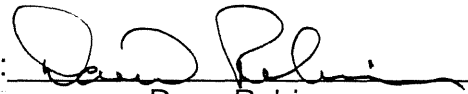
**And
THE COUNTY SHERIFF
(Supervisory Unit)**

BY:



County Board Chairperson

BY:



Dave Robinson
Secretary-Treasurer

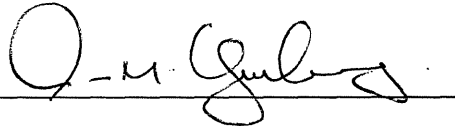
DATE:

12/28/2010

DATE:

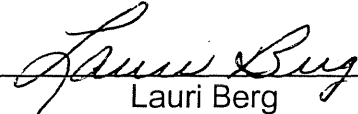
1-12-11

BY:



Personnel Committee Chairperson

BY:



Lauri Berg
Business Agent

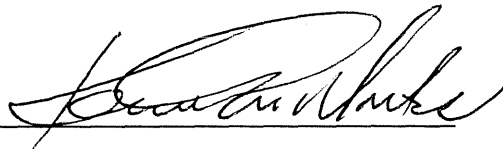
DATE:

12-29-10

DATE:

1-10-11

BY:



County Sheriff

DATE:

12-28-2010

Appendix A

October 1, 2008:

Maintain the same percentage differential with the Sheriff's Department Road Corporal rank as in effect October of 2007. (Jail Sergeant: 1.8% above Road Corporal; Lieutenant: 11.9% over Road Corporal).

look effect 4/1/08

October 1, 2009:

Maintain the same percentage differential with the Sheriff's Department Road Corporal rank as in effect October of 2007. (Jail Sergeant: 1.8% above Road Corporal; Lieutenant: 11.9% over Road Corporal).

October 1, 2010:

Maintain the same percentage differential with the Sheriff's Department Road Corporal rank as in effect October of 2007. (Effective May²⁸ 31, 2010 Jail Sergeant: 1.8% above Road Corporal; Lieutenant: 11.9% over Road Corporal).

7.5% emp. pay inc.
given 2% inc.

October 1, 2011:

Maintain the same percentage differential with the Sheriff's Department Road Corporal rank as in effect October of 2007. (Jail Sergeant: 1.8% above Road Corporal; Lieutenant: 11.9% over Road Corporal).

October 1, 2012:

Wage and Health Insurance Opener.

