

Agreement between the

ONTONAGON COUNTY

and the

ONTONAGON COUNTY DEPUTY SHERIFF'S
ASSOCIATION

Effective: October 1, 2009
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1 **AGREEMENT**

2 This agreement, entered into on the first day of October, 2009, between the Sheriff of
3 Ontonagon County and the Ontonagon County Board of Commissioners (hereinafter referred to
4 as the "EMPLOYER") and the Ontonagon County Deputy Sheriff's Association, (hereinafter
5 referred to as the "UNION").

6 NOTE: The headings used in this Agreement and exhibits neither add to
7 nor subtract from the meaning, but are for reference only.
8

9 **PURPOSE AND INTENT**

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

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

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

19 The County and the Sheriff have the exclusive right to manage the officers and direct the
20 affairs of the work force, subject only to the terms of this Agreement.
21

22 **ARTICLE 1 - RECOGNITION**

23 **Employees Covered.**

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

29 All employees of the Ontonagon County Sheriff's Department, but excluding:
30 Supervisors, including the Sheriff, Undersheriff and part-time and temporary employees,
31 as defined in Article 28.

1 (b) The WPPA shall notify the Employer of the amount certified by the
2 WPPA to be the fair share of the cost of representation by the WPPA and the date for
3 commencement of fair share deductions, (two weeks) prior to any required fair share
4 deduction.

5 The WPPA agrees to certify to the Employer only such fair share costs as are allowed by
6 law, and further agrees to abide by the decisions of the Michigan Department of
7 Labor/Employment Relations Commission and/or courts of competent jurisdiction in this regard.
8 The WPPA agrees to inform the Employer of any change in the amount of such fair share costs.

9 The WPPA shall provide employees who are not members of the Ontonagon County
10 Deputy Sheriff's Association with an internal mechanism within the WPPA which is consistent
11 with the requirements of the state and federal law and which will allow those employees to
12 challenge the fair share amount certified by the WPPA as the cost of representation and to
13 receive, where appropriate, a rebate of any monies to which they are entitled. To the extent
14 required by the state or federal law, the WPPA will place in an interest-bearing account any
15 disputed fair share amounts.

16 The WPPA does hereby indemnify and shall save the Employer harmless against any and
17 all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of
18 or by reason of action taken or not taken by the Employer, which Employer action or non-action
19 is in compliance with the provision of this Article, and in reliance on any lists or certificates
20 which have been furnished to the Employer pursuant to his Article; provided that the defense of
21 any such claims, demands, suits or other forms of liability shall be under the control of the
22 WPPA and its attorneys. However, nothing in this section shall be interpreted to preclude the
23 Employer from participating in any legal proceedings challenging the application or
24 interpretation of this Article through representative of its own choosing and at its own expense.

25 26 **ARTICLE 4 - DUES DEDUCTION**

27 The Employer agrees to deduct monthly dues, in the amount certified by the WPPA, from
28 the pay of employees who individually sign dues checkoff authorization forms supplied by the
29 WPPA. The Employer shall deduct the certified amount from the first paycheck each month of
30 each employee requesting such deduction following receipt of such form and shall remit the total
31 of such deductions, with a list of employees from who such sums have been deducted, to the

1 Wisconsin Professional Police Association, 340 Coyer Lane, Madison, WI 53713, in one lump
2 sum not later than the 20th of each month.

3
4 **ARTICLE 5 - UNION REPRESENTATION**

5 (a) President and Vice President.

6 The employees covered by this Agreement will be represented by the president and vice
7 president. The Union shall have the exclusive right to assign said persons.

8 1. The Employer will be notified of the name of the vice president who
9 would serve only in the absence of the president.

10 2. The president or vice president, during his or her working hours, without
11 loss of time or pay, may investigate and present grievances to the Employer, provided
12 such activities do not interfere with the orderly functioning of the Sheriff's, Department,
13 and further provided that such investigative activities do not exceed four (4) hours per
14 month.

15 3. The President shall be allowed the necessary time during working hours
16 without loss of time or pay to investigate and present grievances to the Employer in
17 accordance with the grievance procedure, provided that such activities does not interfere
18 with the orderly function of the Sheriff's Department and that such investigative activities
19 do not exceed four (4) hours per month. The parties agree that absent extraordinary
20 circumstances, a grievance will be presented at the first step by either the president or
21 vice president, but not both.

22 4. The County is under no obligation to the president or vice president for
23 time spent in the grievance meetings when they are not scheduled to work.

24 (b) Bargaining Committee:

25 1. Employees covered by this Agreement will be represented in negotiations
26 by two (2) negotiating committee members.

27 2. All bargaining by the parties shall commence at a time mutually agreed
28 upon.

29 3. Member of the bargaining committee shall not be paid by the Employer
30 for time spent in negotiations except that any member of the bargaining committee who
31 has been unable to reschedule his shift to be off work during negotiations will be paid his

1 normal shift pay, but will be subject to emergency calls to duty regardless of negotiations.

2
3 **ARTICLE 6 - SPECIAL CONFERENCES**

4 (a) Special conferences for important matters will be arranged between the President
5 and the Employer or its designated representative upon the request of either party. Such
6 meetings shall be between at least two (2) representatives of the Union and at least two (2)
7 representative of management. Arrangements for such special conferences shall be made in
8 advance and an agenda of the matters to be taken up at the meeting shall be presented at the time
9 the conference is requested. Matters taken up in special conference shall be confined to those
10 included in the agenda. Conferences shall be held at such times as are mutually agreed upon by
11 the parties. Members of the Union shall not be paid for time spent in such special conferences,
12 except that any such member who has been unable to reschedule his shift to be off work during
13 such conference will be paid his normal shift pay, but will be subject to emergency calls on duty
14 regardless of such conference. This meeting may be attended by representatives of the Union.

15 (b) The Union representatives may meet on the Employer's property for at least one-
16 half (½) hour immediately preceding the conference, provided that such meeting does not
17 interfere with the orderly functions of the Sheriff's Department.

18
19 **ARTICLE 7 - GRIEVANCE PROCEDURE**

20 It is the intent of the parties to this Agreement that the Grievance Procedure set forth
21 herein shall serve as a means for a peaceful settlement of disputes that may arise between them
22 as to the application and interpretation of this Agreement or other conditions of employment. In
23 order to be a proper matter for the Grievance Procedure, the grievance must be presented within
24 (14) days from the time when the employee first became aware or should have become aware of
25 the facts allegedly giving rise to the cause of the grievance. A seven day extension may be
26 requested by the Union in writing. If not filed within the above guidelines from such first
27 knowledge, any such grievance shall be deemed permanently waived.

28 The Grievance Procedure shall follow the following Steps.

29 **STEP 1: Discussion and Submission to Sheriff.**

30 Any employee who feels he may have a grievance may discuss such possibility with the
31 president or vice president; if the president or vice president agrees that the grievance is proper,

1 the president or vice president and/or employee shall discuss the matter orally with the Sheriff.

2 STEP 2: Submission in Writing.

3 If no satisfactory resolution comes from such meetings, the grievance shall be submitted
4 to the Sheriff in writing on a form within seven (7) calendar days. The form which is mutually
5 agreed upon by the parties and provided by the employer will be dated and signed by the
6 grieving union or employee, whichever is appropriate and will specify the facts for the grievance
7 which are known to the union or employee. The Sheriff shall respond in writing to the Union
8 within fifteen (15) calendar days.

9 STEP 3: Submission to County Board of Commissioners.

10 If the Union is not satisfied with the proposed resolution suggested by Sheriff, the Union
11 shall, within fifteen (15) days after receipt of the final notification under Step 2, file with the
12 County Clerk an appeal to the County Board of Commissioners, the co-employer, who shall
13 schedule the matter for hearing, in a session closed to the public, at the earliest convenient board
14 meeting, and notify the Union of the time and place of such hearing. The parties specifically
15 recognize that the County Board of Commissioners does not have control over the operations of
16 the Sheriff's Department, but the County Board shall, to the extent possible, attempt to mediate
17 any dispute between the Union and the Sheriff as to matters beyond the Board's control; and to
18 matters within the Board's control, the Employer agrees to act promptly in an effort to resolve the
19 difference. Within fifteen (15) days after the meeting, the Board of County Commissioners will
20 announce in writing whether a settlement was reached between the Sheriff and the Union. Any
21 non-reply from the Board moves the grievance to Step 4 of the grievance procedure. If an
22 agreement is not reached between the Union and the Sheriff, the Union may submit the matter to
23 arbitration as hereinafter specified.

24 STEP 4: Binding Arbitration.

25 If the Employer's answer at Step 3 is not satisfactory and the Union wishes to carry it
26 further, the President shall refer the matter to Association. In the event the Association wishes to
27 carry the matter further, it shall, within thirty (30) calendar days following the Employer's
28 answer at Step 3, notify the Employer that it demands arbitration and file a request with the
29 Michigan Employment Relations Commission for a list of not less than five (5) possible
30 arbitrators from MERC's approved list of arbitrators.

31 Within ten (10) days after receipt of the list of possible arbitrators, representatives of the

1 Union shall meet with representatives of the Employer for the purpose of selecting the arbitrator.
2 Unless otherwise agreed upon by both parties, selection shall be accomplished by alternate
3 striking of one arbitrator's name at a time, the Employer striking one name; the Union striking
4 one name; the Employer striking another; the Union striking another, until only one name
5 remains; the one remaining shall be the arbitrator.

6 The arbitration shall be conducted under such procedures recommended by the Michigan
7 Employment Relations Commission. The parties agree to meet with the Arbitrator at the time
8 and place specified by the arbitrator, and submit such proofs arguments and briefs as may be
9 desired by the parties. After the conclusion of the hearings and after submission of the brief, if
10 desired, the arbitrator shall announce his decision in writing, within thirty (30) days after the date
11 set for submission of briefs, setting forth the factual basis therefore and the conclusion of law
12 upon which his decision is based.

13 The arbitrator's decision, if within the scope of his duties, shall be binding upon the
14 Employer, the Union, its members, and the employee or employees involved. The arbitrator's
15 decision must be based on the express terms of this Agreement, and the arbitrator shall have no
16 authority to add to, or subtract from, the terms of this Agreement. The fees and expenses for the
17 arbitrator shall be shared equally between the Employer and the Union.

18 Withdrawing of Grievances: A grievance may be withdrawn without prejudice at any
19 time, and if so withdrawn, all financial liabilities, except sharing in costs of an arbitrator's fees
20 and expenses, shall be cancelled. No such grievance may be reinstated unless it complies with
21 the time limits specified in the opening paragraph of the Article. When two or more grievances
22 involve similar grievances may be held in abeyance without prejudice pending resolution of the
23 arbitration.

24 Effect of Failure to Respond: Any grievance not answered by the Employer within the
25 time limits specified shall be deemed settled on the basis of the Union's last demand. Any
26 grievance not appealed by the Union to the next step within the time limits specified shall be
27 deemed settled on the basis of the Employer's last answer. It is understood that circumstances
28 may prevent an Employer or Union response within the required time limits and the parties,
29 therefore, agree to extend the time as needed if such a situation occurs. The request, citing
30 reasons and the extension shall be in writing.

31 County Has Right to Initiate Grievances. Any grievance which the employer may have

1 against the Union shall be submitted in writing to the union president. The Union shall respond
2 to the grievance in writing within fifteen (15) calendar days. If the Union's response is not
3 satisfactory to the employer, the matter shall be scheduled for a closed hearing at the earliest
4 convenient Board meeting with the Union receiving proper notice of such hearing. If the matter
5 is not resolved by the Union and the Board at the hearing, the employer may demand binding
6 arbitration and the procedure outlined in Article 7, Step 4 shall be followed for setting up the
7 arbitration.

8 9 **ARTICLE 8 - COMPUTATION OF BACK WAGES**

10 No claim for back wages or allowances for any kind shall exceed the amount of wages
11 the employee would otherwise have earned working normal shifts. Overtime missed shall not be
12 considered, unless the claim expressly related to unreasonable denial of opportunity to work
13 overtime. Any computation of lost wages shall consider income received from any other source,
14 including, but not limited to, Worker's Compensation, unemployment compensation and earning
15 from other employment. Insurance benefits provided by the employee himself at his own
16 expense shall not be deducted.

17 18 **ARTICLE 9 - DISCHARGE AND SUSPENSION**

19 Subject always to the Sheriff's statutory rights to hire his deputies, the parties agree that
20 any discharges or suspensions shall be subject to just cause and the following procedures.

21 1. The Employer agrees, promptly upon the discharge or suspension of an
22 employee, to notify in writing, the employee, Union_president and Union_business
23 agent of the discharge or suspension. Said written notice shall contain the specific
24 reason for the discharge or suspension.

25 2. The discharged or suspended employee will be allowed to discuss the
26 discharge or suspension with his president, and the Employer will make available
27 a meeting room when he may do so before the employee is required to leave the
28 Sheriff's Department premises. Upon request, the Sheriff or Undersheriff will
29 discuss the discharge or suspension with the employee and the association
30 president.

31 3. Appeal of Discharge or Suspension: Should the discharged or suspended

1 employee and/or the Union consider the discharge or suspension to be improper,
2 the matter shall be submitted to the second step of the Grievance Procedure, and
3 shall progress from there.

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

7 5. The parties recognize that the deputies in the Sheriff's Department are held
8 to a higher degree of personal conduct than general public. Conviction of any
9 felony shall be grounds for immediate discharge. Disclosure of internal affairs of
10 the Department to any party not entitled to know of such matter shall be subject to
11 disciplinary action. Conduct on or off duty directly reflecting discredit upon the
12 Sheriff's Department shall be subject to disciplinary action. This is not intended
13 to be an exhaustive list of reasons for discharge or discipline.

14 In the event an employee is to be discharged, no such action shall be taken for a period of
15 at least three (3) days after the Sheriff learns of the incident, but the Sheriff may immediately
16 suspend the employee without loss of pay or benefits until the decision is reached by the Sheriff.
17 Disciplinary action other than discharge shall not be subject to the three (3) day provision.

18 19 **ARTICLE 10 - SENIORITY, PROBATIONARY EMPLOYEES, TRAINING**

20 (a) Every employee shall be probationary until one hundred eighty (180) days after
21 the date of hire into the Sheriff's Department or one hundred eighty (180) days after certification
22 by the Michigan Law Enforcement Training Council if certification is required and if the
23 employee is not certified at the time of hire.

24 1. All employees shall be required to undertake Department of Corrections training
25 at the first possible opportunity following their employment. Any employee who
26 shall fail such training shall be subject to immediate discharge by the Sheriff. The
27 employer shall provide lodging and meals. The employer shall have the right to
28 determine the amount to be provided for lodging and meals within the context of
29 the option available. Cash advance shall be granted upon request.

30 2. If a training school sponsored or approved by the Michigan Commission on Law
31 Enforcement Standards is available anywhere in the State of Michigan, such

1 training shall be offered by the employer to employees on a seniority basis.
2 Should an employee refuse Michigan Law Enforcement training or fail to pass
3 such training, the Employer may, but shall not be obligated to offer such training
4 to the employee again. The employer shall provide and pay for lodging and
5 meals. The employer shall have the right to determine the amount to be provided
6 for lodging and meals within the context of the option available. Cash advance
7 shall be granted upon request.

8 All parties to this agreement recognize that it is advantageous that all employees of the
9 Department be fully qualified. This however, is subject to the employer's budget and manpower
10 restrictions. During the probationary period, an employee shall be subject to discharge at any
11 time the Sheriff is satisfied that the employee will not become a satisfactory officer, but the
12 Sheriff will set forth his reasons in writing. The Union may meet with the Sheriff to attempt to
13 clarify such reasons and attempt to obtain a satisfactory reference to a prospective employer.
14 Probationary employees shall not have seniority.

15 (b) The Union shall represent probationary employees for the purpose of collective
16 bargaining in the respect to rates of pay, wages, hours of employment, and other conditions of
17 employment as set forth in Article 1 of this agreement.

18 (c) Seniority shall be based on an employer-wide basis, in accordance with the
19 employee's last date of hire into the Sheriff's Department.

20 (d) The employer agrees that at least 50% (½) of the total employees shall be
21 Certified Deputy Sheriffs with powers of arrest and road qualified.

22 23 ARTICLE 11 - SENIORITY LISTS

24 (a) Seniority shall not be affected by the age, race, sex, marital status, or dependents
25 of the employee.

26 (b) The seniority list on the date of this Agreement will show the date of hire, names
27 and job titles of all employees of the unit entitled to seniority.

28 (c) The employer through the County Clerk will keep the seniority list up-to-date at
29 all times and will provide the Union President with up-to-date copies upon request from the
30 Union President.

1 **ARTICLE 17 - TRANSFERS**

2 (a) Transfer of Employees: If an employee transfers to a position under the Employer
3 not included in the bargaining unit, and thereafter, within ninety (90) days transfers back to a
4 position within the bargaining unit, he shall have accumulated seniority while working in the
5 position to which he transferred. Employees transferring under the above circumstances shall
6 retain all right accrued for the purpose of any benefits provided in this Agreement.

7 (b) The Employer agrees that in any movement of work not covered by this
8 Agreement to notify the Union in writing of the change and names of the employees involved. If
9 the Union disagrees with the change, they shall notify the Employer within five (5) working
10 days. Thereafter, the matter shall become a proper subject for negotiations.

11 (c) If a Union Employee transfers to a position under the Sheriff Department not
12 included in the bargaining unit and exceeds (90) days, and transfers back to a position within the
13 bargaining unit, he/she shall lose his/her seniority for layoff purposes, but shall maintain
14 seniority accrued up to the 91st day for all union benefits.

15
16 **ARTICLE 18 - JOB POSTINGS AND BIDDING PROCEDURE**

17 (a) All vacancies and/or newly-created positions within the bargaining unit shall be
18 posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly-
19 created positions within the bargaining unit shall be filled on the basis of seniority and
20 qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth
21 the requirements for the position in the conspicuous place on the bulletin board. Employees
22 interested shall apply in writing within the seven (7) working days posting period. The senior
23 certified employee applying for the position who meets the requirements shall be granted a four
24 (4) week temporary trial period to determine:

- 25 1. His desire to remain on the job.
26 2. His ability to perform the job at a full satisfactory level.

27 (b) The job shall be awarded or denied within seven (7) working days after the
28 posting period. In the event the senior certified applicant is denied the job, reasons for denial
29 shall be given in writing to the employee and Union_President. In the event the senior certified
30 applicant disagrees with the reason for denial, it shall be a proper subject for the grievance
31 procedure. The Employer shall furnish the Union President with a copy of each job posting at

1 the same time the postings are posted on the bulletin board, and at the end of the posting period,
2 the Employer shall furnish the Union President with a copy of the list of names of those
3 employees who applied for the job and thereafter notify the Union's President as to who was
4 awarded the job.

5 (c) During the four (4) week temporary trial period, the employee shall have the
6 opportunity to revert back to his former classification if the employee or employer is not satisfied
7 with the change. If the employer is not satisfied with the new position at any time during the
8 four (4) week trial period, notice and reason shall be submitted to the employee and his Union
9 President in writing. In the event the employee disagrees, it shall be proper subject for the
10 Grievance Procedure.

11 (d) During the temporary trial period, employees will receive the rate of the job they
12 are performing.

13 (e) Employees required to work in a higher classification shall be paid the rate of the
14 higher classification.

15 16 **ARTICLE 19 - VETERANS, REINSTATEMENT OF**

17 The re-employment rights of employees and probationary employees shall be in
18 accordance with all applicable laws and regulations.

19 20 **ARTICLE 20 - EDUCATIONAL LEAVES OF ABSENCE FOR VETERANS**

21 (a) Employees who are reinstated in accordance with the Universal Military Training
22 Act, as amended, and other applicable laws and regulations, will be granted leaves of absence
23 without pay or other benefits for a period of two (2) years or length of their seniority whichever
24 is less in order to attend school full time under applicable federal laws in effect on the date of
25 this Agreement.

26 (b) Employees who serve in the Armed Forces Reserve or the National Guard will be
27 permitted leave without pay for annual encampment upon at least fifteen (15) days advance
28 notice to the Sheriff or Undersheriff. At the employee's option, leave for such encampment may
29 be taken out of such vacation time as the employee may have accrued. The provision for
30 summer encampment shall likewise apply to emergency call-out not to exceed sixty (60) days.

31

1 of this Agreement unless enabling legislation gives them the rights and benefits of regular
2 employees. Further, these employees are not to be used to perform work regularly performed by
3 the bargaining unit in such a way as to replace, displace, or reduce bargaining unit work, but
4 termination of the availability of such funds from outside sources shall be regarded as
5 justification for a layoff following contractual layoff and recall procedures as being due to lack
6 of funds.

8 ARTICLE 27 - EQUALIZATION OF OVERTIME

9 Overtime will be equalized as may be practical. Overtime will be equalized separately for
10 both groups, those being Road Deputies and Corrections Officers. Employees will be required to
11 work all hours needed to be worked up to a limit of sixteen (16) consecutive hours, with an eight
12 (8) hour break before next duty time. For the purpose of this article, time not worked because
13 the employee chose not to work will be charged to the employee for the equalization of overtime
14 hours. A list of overtime hours worked by each employee will be posted, up to date, at least once
15 a month on the bulletin board. This article does not pertain to emergency overtime, all parties
16 recognizing the duties of law enforcement officers to work all hours necessary in an emergency.
17 Holiday work shall not be construed as overtime unless called in to work.

18 19 ARTICLE 28 - WORKER'S COMPENSATION

20 On-the Job Injury

21 Each employee will be covered by the applicable Worker's Compensation laws. When
22 eligibility for Worker's Compensation is established for the employee, the employer shall
23 continue existing hospitalization and medical insurance and payment of National Sheriff's
24 Association dues up to one (1) year while the employee remains disabled.

25 Employees sustaining job related injuries or illnesses are required to notify the Sheriff
26 and the County Accounting office of such injuries or illnesses as soon as possible but no later
27 than 24 hours after such injury or illness occurs.

1 **ARTICLE 29 - WORKING HOURS**

2 (a) The normal shift hours shall be as follows:

3 **Dispatch/Corrections**

4 Day 6:00 A.M. - 6:00 P.M.
5 Midnight 6:00 P.M. - 6:00 A.M.

6
7 **Regular Patrol**

8 Day 6:00 A.M. - 6:00 P.M.
9 Midnight 6:00 P.M. - 6:00 A.M.

10
11 The Sheriff shall have the authority to modify the above stated shift hours, under special
12 conditions, on a temporary basis.

13 (b) The regular work day for a full-time employee shall be twelve (12) hours, and the
14 regular work week shall be forty (40) hours. It is recognized that the twelve (12) hour schedule
15 will generate and additional four (4) hours per pay period. This will be paid as comp time on a
16 straight time basis. Comp time will be capped at 104 hours.

17 (c) An employee reporting for overtime shall be guaranteed at least two (2) hours'
18 pay at the rate of time and one half. If the job takes less than two (2) hours, he or she will not be
19 assigned to work extra time to keep them at work for the remainder of the two (2) hours.

20 (d) If the Sheriff assigns an employee to stand-by or on-call, the employee shall
21 receive one-half of their base hourly rate per hour while on stand-by or on-call.

22 (e) The Employer shall post new work schedules at least thirty (30) days prior to the
23 effective date.

24 (f) All work schedules shall cover a period of not less than one (1) year.
25

26 **ARTICLE 30 - SICK LEAVE**

27 (a) All employees covered by this agreement shall accumulate eight (8) hours of sick
28 leave per month, not to exceed ninety six (96) hours per year, with the maximum accumulation
29 of 800 hours. An employee while on paid sick leave will be deemed to be on continued
30 employment for the purpose of computing all benefits referred to in this Agreement, and will be
31 construed as days worked specifically. No sick leave shall apply to employees injured or
32 claiming to have been injured on the job, where Worker's Compensation is being paid or being
33 sought.

1 (b) All unused sick leave days will be paid upon severance of employment with the
2 Employer, at one half the prevailing daily rate, and upon death of employee all unused sick leave
3 days will be paid at one half of the prevailing rate to the employee's beneficiary. An employee
4 convicted of a felony shall forfeit all unused sick leave pay. An employee terminated for just
5 cause shall receive one-fourth (1/4) of their unused sick leave pay.

6 (c) All employees on sick leave shall be required to inform the Sheriff prior to their
7 regularly scheduled shift, that they will not be reporting for work and state the reason for not
8 reporting. Employees may be required to provide a doctor's slip if absent for more than two (2)
9 days.

10 (d) Sick leave is to be allowed for spouse or child and mother and father provided
11 they reside with the employee.

12 (e) For purposes of calculating earned sick leave for portion of a month worked due
13 to the starting or terminating employment after the first of the month, an employee shall earn
14 eight (8) hours sick time if he works more than 15 days in a month and four (4) sick hours for
15 working 15 days or less.

16 (f) In the event that an employee has no sick or personal days available and is in need
17 for time off due to legitimate documented health care purpose, vacation days shall be used with
18 prior approval of the employer.

19
20 **ARTICLE 31 - DRUG AND ALCOHOL TESTING**

21 If after a fair and impartial investigation has been completed, (except in the case of urgent
22 necessity); an employee is suspected of substance abuse while on duty, that employee shall, "on
23 demand of the Sheriff or Undersheriff", submit to a Breath, Blood or Urine test. The test to be
24 administered shall be at the expense of the employer.

25 The breath test shall be a, "PBT", administered by a current qualified operator, with
26 union representation or member present. If a positive reading is found, a subsequent test shall be
27 administered fifteen (15) minutes after the first test before moving to the next test.

28 If after it is determined that there is possible substance abuse present with the above
29 prescribed procedure, the effected employee shall be given reasonable opportunity to be
30 administered an equal test by his own choosing of an independent examiner at the employees
31 expense.

1 **ARTICLE 32 - FUNERAL LEAVE**

2 An employee shall be allowed up to five (5) working days (three paid and two deducted
3 from vacation/sick/personal leave days) with pay as funeral leave days not to be deducted from
4 sick leave for a death in the immediate family. Subject to the approval of the Sheriff, who shall
5 have the right to limit the funeral leave if circumstances clearly do not require that much time
6 off.

7 Additional days may be granted by the Sheriff at the Sheriff's discretion upon request of
8 the employee. Immediate family is to defined as follows: mother, father, stepparents, brother,
9 sister, wife, or husband, son or daughter, step children, mother-in-law, father-in-law, son-in-law,
10 daughter-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren, or a member of
11 the employee's household. Any employee selected to be a pall bearer for a deceased employee
12 will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave. The
13 **Union President**, or his representative, shall be allowed one-half (1/2) funeral leave day with pay
14 in the event of a death of a member of the Union who is a member of the bargaining unit, for the
15 exclusive purpose of attending the funeral.

16
17 **ARTICLE 33 - TIME AND ONE-HALF**

18 Time and one-half will be paid as follows:

- 19 1. For all hours over twelve (12) in one day.
20 2. For all hours in excess of the regularly scheduled work week.
21 3. The Employer shall not be obligated to pay overtime when employees
22 change shifts, with each other, for their own convenience.
23 4. Double time shall be given for all hours worked on holidays that are
24 defined in this Agreement in addition to holiday pay.

25 There shall be no pyramiding of overtime.
26

27 **ARTICLE 34 - HOLIDAY PROVISIONS**

28 The paid holidays are designated as:

- 29 New Year's Day Thanksgiving Day
30 Easter Sunday Christmas Day
31 Memorial Day Christmas Eve Day
32 Independence Day Good Friday

1 Labor Day Veterans' Day
2 President's Day Martin Luther King Day

3 Employees will be paid their current rate based on their regular scheduled work day for
4 said holidays. It is expressly understood that the holiday provision shall apply for the first and
5 second shifts, beginning on the first shift and continuing through the second shift.

6 Employees must work the last schedule shift before and the first shift schedule after a
7 holiday in order to qualify for holiday pay, except if the employee is on an excused absence. An
8 employee on leave of absence or layoff shall not be paid for a holiday which occurs while the
9 employee is on such leave or layoff.

10
11 **ARTICLE 35 - VACATION ELIGIBILITY**

12 An employee will be entitled to vacation with pay in accordance with the following
13 schedule:

14	After one (1) year employment	Forty (40) hours
15	Which will accrue at the rate of 1.6 hr per pay period	
16		
17	After two (2) years employment	Eighty (80) hours
18	Which will accrue at the rate of 3.10 hrs per pay period	
19		
20	After five (5) years employment	One hundred twenty (120) hours
21	Which will accrue at the rate of 4.6 hrs per pay period	
22		
23	After ten (10) years employment	One hundred sixty (160) hours
24	Which will accrue at the rate of 6.2 hrs per pay period	
25		
26	After fifteen (15) years employment	One hundred eight four (184) hours
27	Which will accrue at the rate of 7.08 hrs per pay period	
28		
29	After twenty (20) years employment	Two hundred (200) hours
30	Which will accrue at the rate of 7.7 hrs per pay period	
31		
32	After twenty-two years employment	Two hundred twelve (212) hours
33	Which will accrue at the rate of 8.2 hours per pay period.	
34		
35	After twenty-four years employment	Two hundred twenty-four (224) hours
36	Which will accrue at the rate of 8.6 hours per pay period.	
37		
38	After twenty-six years employment	Two hundred thirty-two (232) hours
39	Which will accrue at the rate of 8.9 hours per pay period.	
40		

1 After twenty-seven years employment Two hundred forty (240) hours
2 Which will accrue at the rate of 9.2 hours per pay period.

3
4 The parties understand that employment means that an employee is being paid a wage or
5 salary.
6

7 **ARTICLE 36 - VACATION PERIOD**

8 (a) Vacation will be granted at such times during the year as requested by the
9 employee, provided it does not interfere with the efficient function of the Department.

10 (b) When a holiday is observed by the employer during a scheduled vacation, the
11 vacation will be extended one (1) day continuous with the vacation.

12 (c) A vacation may not be waived by an employee and extra pay received for work
13 during that period.

14 (d) If an employee becomes ill and is under the care of duly licensed physician, as
15 evidence by a written doctor's work release, those vacation days during which the employee was
16 ill shall be rescheduled.

17 (e) If two or more employees request vacation at the same time, the senior employee
18 shall prevail, provided the request was made at least four (4) weeks in advance.

19 (f) All vacations must be scheduled from 30 to 60 days prior to the vacation starting;
20 approval or denial of the requested vacation will be given to the employee within two (2) weeks
21 prior to the employee's proposed starting of vacation. The employee has the option of cancelling
22 their vacation up to one (1) week before the first scheduled vacation day. This is subject to the
23 Sheriff's option of cancelling their vacation up to one (1) week before the first scheduled
24 vacation day. This is subject to the Sheriff's option of changing vacation for cause of emergency
25 purposes.

26 (g) All vacations must be taken in groups of not less than four (4) consecutive days
27 unless otherwise authorized by the Sheriff.

28 (h) Vacation time shall accrue as earned; but must be used within the year after it is
29 accrued. If by action of the employer or employee illness, the employee will not be able to use
30 his vacation in the following year after accrual, the time shall be carried over to the subsequent
31 year.

32 (i) In case of an emergency, an employee may be allowed vacation time without
33 advance notice.

1 (j) Vacation request forms as provided by the Clerk's Office shall be completed by
2 the employee and submitted to the clerk office and the Sheriff for review and approval prior to
3 using any vacation.

4 (k) An employee will receive a copy of his or her vacation request form back from
5 the Sheriff or the County Clerk's office upon approval. If the vacation request is denied the
6 reason the request was denied shall be given on the copy returned to the employee.

7 (l) Vacation will be taken from January 1st to December 31st of each year. This
8 includes new employees hired during any given year, as Ontonagon County allows employees to
9 accumulate hours by the month and has customarily allowed all employees to utilize these hours
10 even though one year of employment has not been completed.

11 12 **ARTICLE 37 - PAY VACATION-DIRECT DEPOSIT**

13 (a) If a regular payday falls during an employee's vacation, he may have that check
14 direct deposited in his checking account or mailed to a designated address if he so requests at the
15 County Clerk's office.

16 (b) If an employee is laid off or retired, or severs his employment, he will receive any
17 unused vacation credit including that accrued in the current calendar year on a prorated basis.

18 (c) Employees will be paid their current rate based on their regular scheduled day
19 while on vacation and will receive credit for any benefits provided for in this Agreement.

20 (d) Payroll errors of five hours or more are to be brought to the attention of the
21 Accounting department no later than 1:00 P.M. on Friday in order to be corrected. Any errors
22 brought up after that time or errors of less than five hours will be corrected on the next payroll.

23 24 **ARTICLE 38 - PERSONAL LEAVE DAY**

25 Four (4) personal leave days per year shall be allowed for each employee. These days are
26 to be non-accumulative and shall be deducted from sick leave. Should an employee submit for a
27 personal leave day when they do not have sufficient sick time to cover same, the time will be
28 deducted from their vacation, compensatory time or deducted from their pay. Employees shall
29 give a 24 hour notice. Granting of these days is at the discretion of the Sheriff and will not be
30 unreasonably withheld.

1 **ARTICLE 39 - HOSPITALIZATION, MEDICAL COVERAGE**

2 (a) The Employer agrees to pay the full premium for hospitalization medical
3 coverage for the employee and his family for those employees hired prior to October 1, 2009, for
4 employees hired October 1, 2009 or after the Employer agrees to pay 85% of the premium and
5 the employee 15% of the premium, the plan to be Blue Cross-Blue Shield Community Blue 2,
6 \$500 PCM, \$30 OV, MH 50%, \$10/\$40 RX w/Contraceptives and MOPD, U.P.Blue. This
7 coverage shall be applied to all employees covered by the terms of this Agreement.

8 (b) The Employer agrees to pay the full premium for the employee and his/her family
9 during the employee's absence as the result of an injury, illness, or maternity, so long as sick
10 leave benefits continue.

11 (c) The Employer agrees to pay the full premium for hospitalization medical
12 coverage for employee and his/her family while the employee is laid off for a period of up to
13 three (3) months.

14 (d) Family coverage shall apply only to an employee and spouse and children under
15 age nineteen (19). If an employee's child over age nineteen (19) remains eligible for coverage,
16 but at a higher cost, the employee may elect to continue the coverage for the older child at the
17 employee's own cost.

18 (e) No coverage shall be provided to any employee beyond the end of the month of
19 his/her termination of employment with the employer, except as provided in paragraph C of
20 Cobra.

21 (f) Effective January 1, 1983, the Employer shall provide a fully paid dental program
22 for all employees. The plan to be Blue Cross-Blue Shield Preferred II or equivalent.

23 (g) Coverage for each employee under Articles 38(a)-(f) shall be under a family plan,
24 2 party plan or individual plan, as each employee shall be entitled to the level of benefit herein
25 agreed to, but shall not be entitled to duplicate benefits under an insurance plan offered to
26 another county employee.

27 (h) Employees shall be allowed to opt out and if so shall receive 50% of the cost of
28 the plan coverage they otherwise would have qualified for per month in lieu of insurance.

29 (i) If a National Health Plan is initiated then negotiations on health insurance can be
30 opened.

31 (j) The level of coverage will not change except by mutual agreement of the County

1 and the Association, unless such change provides equal or better coverage and has no additional
2 financial impact on the employee.

3
4 **ARTICLE 40 - LIFE INSURANCE COVERAGE**

5 (a) The employer agrees to pay the full premium of term life insurance plan for each
6 employee, face value of \$15,000.00 while employed.

7 (b) Upon retirement or severance, the employee will be informed of his/her options
8 and allowed to exercise his/her choice of options.

9
10 **ARTICLE 41 - COMPUTATION OF BENEFITS**

11 All hours paid to an employee shall be considered as hours worked for the purpose of
12 computing any of the benefits under this Agreement.

13
14 **ARTICLE 42 - UNEMPLOYMENT INSURANCE**

15 The employer agrees to provide unemployment insurance coverage for all employees
16 under this Agreement through the Michigan Employment Security Commission or equivalent.

17
18 **ARTICLE 43 - CONTRACTING AND SUB-CONTRACTING OF WORK**

19 (a) During the term of this Agreement, the Employer shall have the authority to
20 contract out or sub-contract out any work, in whole or in part, provided that such contracting or
21 sub-contracting does not replace or displace members of the bargaining unit, or reduce the hours
22 of employment thereof.

23 (b) Sub-contracting or consolidation of departments, incoming personnel will start at
24 the bottom of the seniority list.

25
26 **ARTICLE 44 - CONSOLIDATION OR ELIMINATION OF JOBS**

27 The Employer agrees that any consolidation of jobs shall not be effected without a special
28 conference. The county Board of Commissioners shall have the right to set the number of jobs
29 as part of its budgetary responsibility, subject to the limitations on layoffs as set forth in Article
30 18. The direction of the working force shall be the prerogative of the Sheriff and Undersheriff.
31 including the right to plan the work, direct and control operations, and schedule hours, unless

1 modified by the terms of this Agreement.

2
3 **ARTICLE 45 - WORK PERFORMED BY SUPERVISORS**

4 Non-bargaining unit members except the Sheriff and Undersheriff shall not be permitted
5 to perform work within the bargaining unit except in case of emergency which calls for the
6 immediate attention and instruction or training of employees, including demonstrating the proper
7 method to accomplish the task assigned. The Sheriff or Undersheriff may perform any work
8 performed by a law enforcement officer as long as it does not reduce the existing Sheriff's force,
9 or reduce the hours thereof. It is further agreed that if conditions change, the matter would be a
10 subject for negotiation.

11
12 **ARTICLE 46 - STRIKES AND LOCKOUT**

13 The employer agrees that for the duration of this Agreement there shall be no lockouts.
14 The employees covered by this contract agree that for the duration of this Agreement there shall
15 be no strikes, sympathy strikes, sit-downs, slow down, or stoppages of work which would
16 interfere with the operations of the employers.

17
18 **ARTICLE 47 - NOTICE OF TERMINATION**

19 Employees shall be required to give a fourteen (14) day written notice of termination to
20 the Sheriff. Employees failing to give such notice shall forfeit their unused sick leave pay and
21 vacation pay.

22
23 **ARTICLE 48 - DISTRIBUTION OF AGREEMENT**

24 The Employer agrees to make available to each employee a copy of this Agreement and
25 to provide a copy of the same Agreement to all new employees entering the employment of the
26 Employer in the bargaining unit.

27
28 **ARTICLE 49 - PENSIONS**

29 Effective April 1, 2001 the plan will be B-4 with FAC3 and F55/15.

ARTICLE 50 - CLASSIFICATION AND RATES

Certified Road Deputies

Hourly Rates

	<u>10-01-05(3%)</u>	<u>10-01-06(2%)</u>	<u>10-01-07(2%)</u>	<u>10-01-08(2%)</u>
Base (starting)	\$13.49	\$13.76	\$14.04	\$14.32
After one (1) year	\$14.44	\$14.73	\$15.02	\$15.32
After three (3) years	\$15.16	\$15.47	\$15.77	\$16.09

Dispatcher/Correctional Officer

	<u>10-01-05(3%)</u>	<u>10-01-06(2%)</u>	<u>10-01-07(2%)</u>	<u>10-01-08(2%)</u>
Base (starting)	\$12.64	\$12.89	\$13.15	\$13.41
After one (1) year	\$12.82	\$13.08	\$13.34	\$13.61
After three (3) years	\$13.33	\$13.60	\$13.87	\$14.15

Certified Road Deputies

Hourly Rates

	<u>10-01-09 (\$.35)</u>	<u>10-01-10 (\$.35)</u>
Base (starting)	\$14.67	\$15.02
After one (1) year	\$15.67	\$16.02
After three (3) years	\$16.44	\$16.79

Dispatcher/Correctional Officer

	<u>10-01-09 (\$.35)</u>	<u>10-01-10 (\$.35)</u>
Base (starting)	\$13.76	\$14.11
After one (1) year	\$13.96	\$14.31
After three (3) years	\$14.50	\$15.85 + .85

A shift premium of \$.35 per hour shall be paid for all hours worked between 6:00 p.m. and 6:00 a.m.

Effective October 1, 1999 the K-9 officer will receive an additional \$50.00 monthly.

ARTICLE 51 - ANNUAL LONGEVITY PAYMENT

<u>Years of Service as</u>	<u>% of Annual Wage Based</u>
<u>of December 1</u>	<u>Upon 2080 Hours</u>
3-5	1%
6-10	2%
11-15	3%
16-19	4%
20-25	5%
Over 25.....	6%

1 Each employee covered by this Agreement, upon completion of his/her third year of
2 service, shall receive an annual longevity payment, due and payable to the employee on the first
3 pay day in December of each year on a separate check. Longevity pay shall be computed by the
4 years of service as of December 1 times the percent of annual wage (See above table) based upon
5 2080 hours. Rate of annual wage shall be the rate of pay as of December 1 x 2080. There shall
6 be no pro-ration of this benefit, except in cases of employee layoffs by Employer.

7 Rate of pay as of December 1 x 2080 x % based on years of service = longevity payment.
8

9 ARTICLE 52 - UNIFORM OR UNIFORM ALLOWANCE

10 Road Deputies will be furnished three (3) complete uniforms at the beginning of
11 employment, to consist of three (3) pairs of pants, three (3) shirts & ties, together with one (1)
12 hat, (2) jackets (one spring/fall and one winter), one (1) set of basic leather, it being understood
13 that "basket weave" leather shall be considered as basic leather at County Expense and one (1)
14 fatigue uniform. These items of uniform shall be returned to the County at termination of an
15 employee's services. The Employer shall also provide reasonable replacement for any such
16 equipment when worn out, and shall repair or replace any such equipment, together with
17 eyeglasses, damaged or lost in the line of duty. Replacement of eyeglasses shall not however
18 include any cost of further eye examination. The employer shall also provide for the
19 replacement or repair of other personal property lost or damaged in the line of duty, provided it
20 was necessary in the performance of your duty, with a maximum payment of \$100.00.

21 A maintenance allowance for uniform and equipment shall be allowed to each employee
22 required to wear a uniform in the amount of \$400.00 per year. This shall be payable \$200.00 on
23 or before the first pay period of December and \$200.00 on or before the first pay period of June
24 each year.

25 Footwear shall be approved by the Sheriff with input on what is appropriate from the
26 Association.

27 If at any time Desk Deputies are required to be in uniform, the subject of uniform
28 allowance shall be a proper subject for further negotiations between the Employer & the Union.

29 If an employee is required to qualify with a firearm, the employer agrees to provide
30 ammunition for such qualification. If the employee is trained and has previously qualified and
31 fails subsequent testing, ammunition will not be supplied for any testing after the failed attempt.

1 Flashlight batteries shall be furnished as needed. The employee must turn in his/her old batteries
2 in order to receive the new ones. The employer agrees to reimburse each employee one hundred
3 (\$100) dollars for his ammunition needs for the year. The employer agrees to furnish new duty
4 ammunition each year to meet specific load capacity of an individual's firearm and extra
5 magazine/speed loaders capacity as determined in quantity and quality by the employer. It is
6 understood the ammunition covered is that used for departmental purposes. Receipts are
7 required for reimbursement.

8
9 **ARTICLE 53 - MEAL AND LODGING ALLOWANCES**

10 Whenever a deputy is required to travel outside the limit of Ontonagon County on official
11 business, maximum meal allowance shall be granted as follows: breakfast \$5.00, Lunch \$8.00,
12 Supper \$12.00. The employee is entitled to the allowance without submitting any receipts after
13 the request is approved by the Sheriff. Whenever an employee is required to travel on official
14 business and be absent overnight a maximum lodging allowance of \$60.00 per night shall be
15 granted with reimbursement to be made for the exact amount, subject to the maximum when the
16 employee submits a voucher and receipt for the expense.

17 If allowance specified are inadequate, in the opinion of the Sheriff, additional allowances
18 shall be awarded in the discretion of the Sheriff, but documentation for such additional costs
19 must be then provided.

20 The Employer will permit the employee to have an advance on the anticipated expenses
21 and allowances, when long distance travel is anticipated, upon the approval of the Sheriff.

22
23 **ARTICLE 54 - FALSE ARREST INSURANCE AND NATIONAL SHERIFF**
24 **ASSOCIATION DUES**

25 The employer shall provide, through the National Sheriff Association fully paid false
26 arrest insurance, as provided in the basic coverage through the National Sheriff's Association
27 dues and such accidental death and dismemberment insurance, in basic amounts, as is provided
28 through the National Sheriff Association.

29 If for any reason the above insurance coverage may lapse, the employer agrees to be fully
30 liable.

31 Employer shall be allowed to change carrier as long as the coverage is equivalent or

1 better.

2 **ARTICLE 55 - COURT TIME**

3 An employee covered under this agreement shall be paid for court hours while off duty at
4 trials or examinations for which the deputy has been subpoenaed to testify, with payment at time
5 & one half for actual hours the employee is required to be present for the trial or examination,
6 with a minimum of (2) two hours. The employee shall turn over to the County any subpoena pay
7 received.

8
9 **ARTICLE 56 - PAY CHECKS**

10 The employer agrees to have the pay checks at the Sheriff's office by 4:30 p.m. on the
11 Thursday before payday.

12
13 **ARTICLE 57 - RESIDENCY**

14 All employees shall maintain residency within Ontonagon County. New hires must
15 become residents within 60 days after the probationary period.

16
17 **ARTICLE 58 - TRAINING**

18 All training hours except mandatory training, will be paid at straight time. If
19 transportation is not provided by the Employer, mileage will be paid to the employee at the
20 current county level. Time and mileage start from the Ontonagon County Sheriff's Department
21 or the employee's residency, whichever is closer to the destination.

22
23 **ARTICLE 59 - TERMINATION AND MODIFICATION**

24 This Agreement shall be effective on October 1, 2009, and shall continue in full force and
25 effect until September 30, 2011.

26 (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty
27 (60) days prior to the above termination date, give written notification of same.

28 (b) If neither party shall give such notice this Agreement shall continue in effect from
29 year to year thereafter, subject to notice of amendment or termination by either party, on sixty
30 (60) days' written notice prior to the current year's termination date.

31 (c) If notice of amendment of this Agreement has been given in accordance with the

1 above paragraphs, this Agreement may be terminated by either party on ten (10) days' written
2 notice of termination.

3 (d) Any amendments that may be agreed upon shall become and be part of this
4 Agreement without modifying or changing any of the other terms of this Agreement.

5 (e) Notice of Termination or Modification. Notice shall be in writing and shall be
6 sufficient if sent by certified mail addressed if to the Union, to Ontonagon County Deputy
7 Sheriff's Association and, Wisconsin Professional Police Association, W-3777 Lake Louise
8 Drive North, Vulcan, MI 49892; and if to the Employer, addressed to Ontonagon County Board
9 of Commissioners, Courthouse, Ontonagon, Michigan 49953; or to any such address as the
10 Union or Employer may make available to each other.

11

12

ARTICLE 60 - TOTAL AGREEMENT

13

14

15

16

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19

This Agreement constitutes the entire Agreement between the parties and no verbal
statements shall supersede any of its provisions. Any amendment supplemental hereto shall not
be binding upon either party unless executed in writing by the parties 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
understanding and agreement arrived at by the parties, after the exercise of the right and
opportunity are set forth in this Agreement.

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

FOR ONTONAGON COUNTY DEPUTY
SHERIFF'S ASSOCIATION

[Signature]
[Signature]
[Signature]
WPPA/LEER Representative

Date 5-26-10

FOR THE EMPLOYER:
ONTONAGON COUNTY BOARD
OF COMMISSIONERS

[Signature]
[Signature]
[Signature]
[Signature]
May 31, 2010