

AGREEMENT

between

SCHOOLCRAFT COUNTY DEPUTY SHERIFFS ASSOCIATION

and

SCHOOLCRAFT COUNTY SHERIFF

and

SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS

October 1, 2008 through September 30, 2012

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## **AGREEMENT**

This Agreement entered into this 22<sup>nd</sup> day of January, 2010, between the Schoolcraft County Board of Commissioners (hereinafter referred to as the "ECONOMIC CO-EMPLOYER") and the Schoolcraft County Sheriff (hereinafter referred to as the "NONECONOMIC CO-EMPLOYER") and the Schoolcraft County Deputy Sheriffs Association (hereinafter referred to as the "UNION").

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

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 EMPLOYERS, the employees and the UNION.

The parties recognize that the interest of the community and the job security of the employees depend upon the EMPLOYERS success in establishing a proper service to the community.

To these ends the EMPLOYERS 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 - MANAGEMENT RIGHTS**

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

- A. To direct employees.
- B. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees subject to the standard of discipline as set out in Article 20.
- C. To relieve employees from duty because of lack of work, funds or other legitimate reasons.
- D. To maintain the efficiency of the County operations entrusted to them.
- E. To determine the methods, means and personnel by which such operations are to be conducted.
- F. To take whatever actions may be necessary to carry out this mission of the County in situations of emergency.
- G. Except as otherwise specifically provided in this Agreement, the management of the Sheriffs Department and the direction of the work forces, including the right to:
  - (1) plan, direct and control operations;
  - (2) to hire, promote and demote;

- (3) to discipline, suspend or discharge for cause;
- (4) to relieve employees from duty because of lack of work and for other legitimate reasons;
- (5) to increase or decrease the hours of the work week;
- (6) to introduce new or improved methods or facilities;
- (7) to make and enforce reasonable rules and regulations with regard to all of the foregoing, is vested exclusively with the Schoolcraft County Commissioners and the Schoolcraft County Sheriff, provided that this right will not be exercised for the purpose of discrimination against employees because of UNION membership or activity on behalf of the UNION; provided further, that in the exercising of the above, management shall not violate any of the provisions of this Agreement.

## **ARTICLE 2 - RECOGNITION**

### **Employees Covered:**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYERS do hereby recognize the UNION as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the EMPLOYERS included in the bargaining unit described below, but excluding supervisors, students and government program workers hereinafter defined:

All full-time Deputy Sheriffs and Secretaries employed by the Schoolcraft County Sheriffs Department excluding the Sheriff, the Undersheriff, and all other County Employees.

## **ARTICLE 3 - UNION SECURITY**

### **Agency Shop:**

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the UNION at the time shall be required, as a condition of continued employment, to continue membership in the UNION or pay a service fee to the UNION.
- B. Employees covered by this Agreement who are not members of the UNION at the time it becomes effective shall be required, as a condition of continued employment to become members of the UNION or pay a service fee, commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the UNION or pay a service fee to the UNION for the duration of this Agreement,

commencing the thirtieth (30th) day following the beginning of their employment in the unit.

**ARTICLE 4 - DUES CHECK-OFF**

- A. The EMPLOYERS agree to withhold from the wages of any employee who is a member of the UNION membership dues uniformly required, if any, as provided in a written authorization. Notice of termination of the dues authorization must be given by the employee to the EMPLOYERS and the UNION.
- B. The EMPLOYERS shall provide this service without charge to the UNION.
- C. The UNION agrees to indemnify and save harmless the EMPLOYERS for any and all such deductions made pursuant to the terms and provisions of this Agreement.

**ARTICLE 5 - REPRESENTATION FEE CHECK-OFF**

- A. The EMPLOYERS agree to deduct from the wages of any employee, who is not a member of the UNION, the UNION representation fee, as provided in a written authorization in accordance with the standard form used by the UNION provided that the form shall be executed. The written authorization for "representation fee" deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the EMPLOYERS and the UNION.
- B. The amount of such representation fee or service fee will be determined by the UNION.
- C. The EMPLOYERS shall provide this service without charge to the UNION during the life of this Agreement.
- D. The UNION agrees to indemnify and save harmless the EMPLOYERS from any and all deductions made pursuant to the terms and provisions of this Agreement.

**ARTICLE 6 - REMITTANCE OF DUES AND FEES**

- A. When Deductions Begin. Checkoff deductions under all properly executed authorizations for checkoff shall become effective at the time the application is received by the employer and shall be deducted from the first pay period of the month and each month thereafter.
- B. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the Schoolcraft County Deputy Sheriffs Association with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.



- C. The EMPLOYERS shall also indicate the amount deducted and notify the UNION of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

#### **ARTICLE 7 - UNION REPRESENTATION**

- A. The President and/or Vice President shall normally conduct Union business on their own time. However, the President and/or Vice President may be allowed a reasonable amount of release time to investigate grievances (such release time shall not be unreasonably withheld), after prior permission from their supervisor, without loss of pay. After receiving permission from their supervisor, the Union President and/or Vice President may be released from work to present grievances or arbitrations during their normally scheduled working hours without loss of pay.
- B. The Union Business Agent, or other accredited representative shall be permitted to meet during working hours, provided such person notifies the person in charge upon his/her arrival. In no case shall a representative interfere with the operations of the County during such a meeting.
- C. In the event officers are changed at any time, the Union shall notify the Sheriff and the County Personnel Committee Chairman in writing.

#### **ARTICLE 8 - SAFETY COMMITTEE**

- A. A safety committee of one employee and EMPLOYER representatives is hereby established.
  - (1) This committee will include the Association President and shall meet as necessary during regular daytime working hours, for the purpose of making recommendations to the EMPLOYERS.

#### **ARTICLE 9 - SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Association President and the EMPLOYERS upon the request of any party. Such meetings shall be between at least two representatives of the UNION and two representatives of management. Special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a mutually convenient time. The members of the UNION shall not lose time or pay for time spent in such special conferences. This meeting may be attended by the UNION Business Agent.
- B. The UNION representative may meet at a place designated by the EMPLOYERS on the EMPLOYERS property for not more than one half (1/2) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

## **ARTICLE 10 - SUPPLEMENTAL AGREEMENTS**

All proposed supplemental agreements shall be subject to good faith negotiations between the EMPLOYERS and the UNION.

## **ARTICLE 11 - UNION BULLETIN BOARDS**

The Sheriff will provide a bulletin board in the Sheriffs Department which may be used exclusively by the UNION for posting notices of the following types:

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notices of meetings.
- E. Notices of vacancies.

## **ARTICLE 12 - SENIORITY**

- A. Probationary Employees:
  - (1) (a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) work days of their employment.
  - (b) The ninety (90) work days probationary period shall be accumulated within not more than one hundred eighty (180) calendar days.
  - (c) When an employee finishes the probationary period by accumulating ninety (90) work days of employment within not more than one hundred eighty (180) calendar days, his seniority shall date back to his first date of hire with the EMPLOYER.
  - (d) There shall be no seniority among probationary employees.
  - (2) The UNION shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One of this Agreement, except discharged or disciplined employees for other than UNION activity.
- B. Seniority shall be on a bargaining unit-wide basis in accordance with the employee's last date of hire.
- C. Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee.
- D. Seniority is referenced in the following Articles: 12, 13, 14, 15, 16, 17, 18, 19, 33, 37, as well as in Appendix B.

**ARTICLE 13 – SUPER-SENIORITY OF ASSOCIATION PRESIDENT**

Notwithstanding the employee’s position on the seniority list, the Association President shall, in the event of a layoff of any type, be continued at work as long as there is a job which he/she can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform.

**ARTICLE 14 - LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

- A. He quits.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days without notifying the Sheriff. After such absence, the Sheriff will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
- E. Failure to return from sick leave and leaves of absence will be treated the same as C above.

**ARTICLE 15 - SENIORITY LISTS**

- A. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- B. The EMPLOYER will keep the seniority list up-to-date at all times and will provide the UNION membership with up-to-date copies every six (6) months.

**ARTICLE 16 - SHIFT PREFERENCE/TEMPORARY ASSIGNMENTS**

- A. The Sheriff’s scheduling of hours of work by shift, i.e., day shift, afternoon shift, night shift, shall be based upon seniority of the employee and his/her shift preference.
  - B. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job.
- (1) Such employees will receive the rate of pay of the higher classifications for all hours worked while filling such vacancy.

### **ARTICLE 17 - LAYOFF DEFINED**

- A. The word layoff means a reduction in the working force.
- B. If it becomes necessary to layoff, the following procedure will be mandatory:
  - (1) Probationary employees in the effected classification will be laid off first.
  - (2) Employees will be laid off according to seniority as defined in Articles 12, 13, 14, and 15.
  - (3) In proper cases exceptions may be made.
    - (a) Disposition of these cases will be a proper matter for special conference and if not resolved it shall then be subject to the final step of the grievance procedure (arbitration).
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Association President shall receive a list from the EMPLOYERS of the employees being laid off on the same date the notices are issued to the employees.

### **ARTICLE 18 - RECALL PROCEDURE**

- A.
  - (1) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Articles 12, 13, 14 and 15.
  - (2) Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.
  - (3) If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have voluntarily quit.
- B. The Employer has no obligation to rehire a laid off employee once he/she has been laid off for a period of two (2) years or the length of his/her seniority, whichever is less.

### **ARTICLE 19 - PROMOTIONS AND TRANSFERS**

- A. Promotions and transfers within the bargaining unit shall be made on the basis of the senior, most qualified and not necessarily seniority.
  - (1) The qualifications shall be:
    - (a) Capable to perform the duties of the particular position.
    - (b) Must be certified to hold that position.
- B. Job vacancies or newly created positions will be posted on all bulletin boards for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested may apply within the seven (7) calendar day posting period.

- C. The senior employee applying for the promotion who meets the minimum requirements may be granted a four (4) week trial period to determine (1) his/her desire to remain on the job and (2) his/her ability to perform the job.
- D. In the event the senior applicant is denied the promotion the reasons for the denial shall be given in writing to the employee and the Association President; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.
- E. During the four (4) week trial period the employee shall have the opportunity to revert back to his/her former classification or alternatively the Sheriff may transfer the employee back to the employee's former classification.
  - (1) During this trial period employees will receive the pay rate of the job in which the employee is serving a trial period.

#### **ARTICLE 20 - DISCIPLINE AND DISCHARGE**

- A. The standard of discipline shall be "Just Cause".
- B. Notice of Discipline or Discharge: Upon the discipline or discharge of an employee, the Sheriff agrees to promptly notify in writing the UNION President of the discipline or discharge.
- C.
  - (1) The disciplined or discharged employee will be allowed to discuss his discipline or discharge with the Association President, and the Sheriff will make available a room where he may do so before he is required to leave the property of the EMPLOYER.
  - (2) Upon request, the Sheriff or his designated representative will discuss the discipline or discharge with the employee and the president.
- D. Appeal of Discipline or Discharge:
  - (1) Should the disciplined or discharged employee or the President consider the discharge to be improper, a grievance shall be presented, in writing, through the President at the second step of the grievance procedure to the Sheriff within two (2) regularly scheduled working days of the discharge or discipline.
  - (2) The Sheriff will review the discipline or discharge and give his answer within three (3) regularly scheduled working days after receiving the grievance.
  - (3) If the decision is not satisfactory to the UNION, the matter shall be referred through the remaining steps of the grievance procedure.

- E. Use of Past Record. In imposing any discipline on a current charge the Sheriff will not take into account any prior infractions which occurred more than two (2) years prior.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

Section 1: Definition of Grievance: The term "grievance" as used in this Agreement is defined as a claim of a violation of a specific provision of this Agreement. Any grievance filed shall refer to the -specific provision(s) alleged to have been violated and shall thoroughly set forth the facts pertaining to the alleged violation.

Section 2: The Co-Employers will answer in writing any grievance presented in writing by the UNION.

### Section 3: Grievance Procedure:

- A. Should any grievance, dispute, or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:
- B. Step 1: Verbal Procedure: An employee with a complaint shall notify the Sheriff or his designee within five (5) working days after the employee knows or should have known of the event giving rise to the grievance. The complaint shall be discussed by the employee, the UNION President, and the Sheriff, or in his absence, the Undersheriff.
- C. Step 2: Written Procedure: In the event the grievance is not satisfactorily resolved at the Verbal Step, it shall:
  - (1) be reduced to writing,
  - (2) adequately set forth the facts pertaining to the alleged violation,
  - (3) refer to the specific provision(s) of this Agreement which are alleged to have been violated,
  - (4) be signed by the aggrieved employee and the UNION President, and be presented within five (5) days following the incident which gave rise to the grievance to the employee's supervisor.

The Sheriff shall:

- (1) place his written disposition and explanation thereupon, and
  - (2) return it to the UNION representative or alternate involved within ten (10) days.
- D. Step 3A: Grievance Procedure for the Internal Operations of the Department:
    - (1) If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Sheriff or his designee within five (5) days following receipt of the written answer in Step 2.

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

E. Step 3B: Grievance Procedure for the Economic Provisions of the Contract:

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

Section 4: Time Limitations: The time limits established in the Grievance Procedure shall be followed by the parties. If the time procedure is not followed by the UNION, the grievance shall be considered settled. If the time procedure is not followed by either Co-Employer, the grievance may be advanced to the next Step by the UNION. The time limits established herein may be extended by mutual agreement in writing.

Section 5: Time Computation: Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 6: Arbitration Requests: In the event a grievance is not satisfactorily resolved at Step 3 of the Grievance procedure, the UNION may submit a request for arbitration by notifying (1) the Sheriff in the event of an internal operations grievance, and (2) both the County Board

Chair or his designee and the Sheriff in the event of an economic grievance in writing within twenty (20) days after the Board's answer in Step 3B is received. In the event the UNION does not request arbitration in the manner provided herein, the grievance shall be deemed to be settled on the basis of the last disposition.

Section 7: Selection of Arbitrator: Upon submission of a demand for arbitration, the UNION shall request a panel of arbitrators from the Michigan Employment Relations Commission in accordance with its rules and procedures. The MERC shall provide the parties with successive panels of arbitrators until the parties have mutually selected an arbitrator and MERC has so advised the parties. In the event the parties have not arrived at a mutual selection following receipt of one panel, an arbitrator shall be selected by the parties alternately striking a name from the second panel, and the name remaining shall serve as the arbitrator. The UNION shall strike the first name from the second panel.

Section 8: The fees and expenses of the arbitrator shall be shared equally by the UNION and the EMPLOYER.

Section 9: Arbitrator's Powers: The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be governed at all times wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter, or modify this Agreement in any respect. His power shall be limited to the application and interpretation of this Agreement. If the issue of arbitrability is raised, the arbitrator shall determine the merits of the grievance only if arbitrability is affirmatively decided.

Section 10: A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

## **ARTICLE 22 - COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any earnings from other employment, or from unemployment compensation or other source relating to his position.

## **ARTICLE 23 - WORKING HOURS**

### **Shifts and Hours:**

- A. The work week, work day and work shifts that are presently in effect shall continue in affect for the duration of this Agreement, unless changed by mutual agreement between the parties.
- B. The regular full-time work day for Schoolcraft County Sheriff's Department employees shall consist of eight (8), ten (10), or twelve (12) hours per day.



- (1) A lunch break shall be included in the eight (8), ten (10), or twelve (12) hour work period; lunch break will not exceed thirty (30) minutes and there will be no more than one (1) lunch break in an eight (8), ten (10), or twelve (12) hour shift.
  - (2) Lunch breaks are non-cumulative.
- C. Scheduled road patrol shifts will be divided and worked as equally as possible between certified deputies and consistent with the provisions of Article 28.
- D. (1) Emergency Call Out Situation exists when an unexpected event, not planned into the then existing regular work schedule, requires deployment of Sheriff Department personnel, including but not limited to drowning, a lost or missing person, escape from custody by an inmate, natural disasters, or any other event which creates the potential imminent risk to life or property requiring immediate police action.
- (2) In an emergency call out situation, an employee shall respond to call out at the request of the Sheriff unless that employee is physically unavailable.
- (3) The normal call out procedure shall be abated during emergency situations.
- E. Training Time. When the Sheriff assigns an employee to attend training or a seminar or conference out of town, the employee shall be paid their regular hours and wages for the workday(s). The employee will not be paid for travel time to and from the event unless such time is considered work time as defined by the federal Fair Labor Standards Act.

#### **ARTICLE 24 - COMPUTATION OF BENEFITS**

- A. All hours paid to any employee for wages, vacation, sick leave, personal leave, funeral leave, shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, excluding any payments from Workman's Compensation.
- B. Workman's Compensation will be counted for service credit under the provisions of the Municipal Employees Retirement System.

#### **ARTICLE 25 - RATES FOR NEW JOBS**

- A. When a new job is placed in a unit and cannot be properly placed in an existing classification, the EMPLOYER will notify the UNION prior to establishing a classification and rate structure.
- B. In the event the UNION does not agree with the pay rate it shall be subject to negotiation.

#### **ARTICLE 26 - NIGHT PREMIUM**

- A. An employee who works on a shift on which at least half of the regular hours occur after 3:00 P.M., but before 11:00 P.M. shall be paid an afternoon shift premium of fifteen cents (\$.15) per hour for the entire shift.
- B. An employee who works on a shift on which at least half of the regular hours occur after 11:00 P.M., but before 7:00 A.M. shall be paid a midnight shift premium of twenty-five cents (\$.25) per hour for the entire shift.

#### **ARTICLE 27 - OVERTIME/COMP TIME**

- A. Time and one-half will be paid or compensatory time will be earned at the rate of one and one-half as follows:
  - (1) for all hours worked over eight (8), ten (10), or twelve (12) in one work day, and
  - (2) for all hours worked over forty (40) in one work week or eighty (80) in a two-week payroll period.
- B. Any employee called-in for overtime duty shall be compensated with at least two (2) hours pay at the rate of time and one half, or compensatory time at the rate of time and one half, at the employee's option.
- C. There shall be no pyramiding of the premium pay provisions of this Article.
- D. Employees may, at their option, take accrued compensatory time off at a mutually agreeable time, providing such provision conforms to State and Federal Laws.

#### **ARTICLE 28 - EQUALIZATION OF OVERTIME HOURS**

- A. Overtime shall be paid at time and one-half the regular rate of pay as provided in Article 27.
- B. Open Shift exists when, due to sickness, vacation, personal leave day, or court time, a gap in personnel coverage occurs in the regular work schedule in the jail operations or road patrol.
- C.
  - (1) No employee shall have the right to fill an open shift unless approved by the Sheriff.
  - (2) The Sheriff in his discretion may with the agreement of an employee from within the bargaining unit in the same classification, fill an open shift with that employee so as to avoid payment of overtime if possible.
  - (3) If the open shift cannot be filled without creating an overtime situation, then the open shift shall be filled as otherwise specified in this Article and Article 23 Working Hours.

- (4) An employee absent due to being sick is not available for overtime.
- D. (1) No supervisor shall be restricted in the performance of work which falls within the scope of their job description, provided however that no supervisor who is excluded from the bargaining unit shall be used to fill in on open shifts which are normally filled by bargaining unit members.  
(2) It is recognized that the present Undersheriff is scheduled on a regular basis and this shall be continued, and provided further, when an open shift occurs, which cannot be filled by an employee without creating an overtime situation, the Sheriff, in his discretion, may work all or a part of such open shift.
- E. Overtime shall be divided as equally as possible among employees in the same classifications.  
(1) An up-to-date list showing overtime hours will be posted as needed in a prominent place in each building.  
(2) Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize overtime hours.  
(3) For the purpose of this clause, time not worked because the employee was unavailable or chose not to work, will be charged the average number of overtime hours of the employee who worked.
- F. (1) Overtime hours will be computed from January 1 through December 31 of each year.  
(2) Excess overtime will be carried over each year and is subject to review at the end of each pay period.  
(3) A report of overtime worked in each pay period shall be given to the UNION at the end of each such period, by the Schoolcraft County payroll department.

#### **ARTICLE 29 - PAY ADVANCE**

- A. If a regular payday falls during an employee's vacation and he/she desires to receive that check in advance of going on vacation, he/she must make a request for his/her check three (3) weeks before leaving.
- B. Rate during vacation: Employees will be paid their current day rate and will receive credit for any benefits provided for in this Agreement.

#### **ARTICLE 30 - LONGEVITY**

- A. The Longevity schedule is as follows:

AFTER YEARS OF SERVICE	AMOUNT
05-9	\$200.00
10-14	\$250.00
15-19	\$300.00
20 - thereafter	\$750.00

- B. Longevity pay shall be received by employees at the payday closest to November first in each year.
- C. The increase in amounts at A. above shall be effective at the time the same Health Plan as AFSCME is implemented, and the new rates shall be prorated with the old rates in accordance with the actual date of implementation. Until the AFSCME Health Plan is implemented, the old rates shall continue to be applied and paid.

**ARTICLE 31 - HOLIDAY PROVISIONS**

- A. The following are regularly scheduled paid holidays:

New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	

- B. Holidays Worked. Double time shall be paid, in addition to holiday pay, for all hours worked on holidays that are established by this Agreement.

**ARTICLE 32 - VACATION ELIGIBILITY**

- A. Eligibility. An employee, to be eligible for a vacation in any calendar year, must:

- (1) Have one (1) year or more of continuous service.
- (2) He shall have worked at least one hundred ninety (190) days during the twelve (12) month period preceding the anniversary date of his employment.
- (3) No advance vacation leave.

- B. An employee will earn credits in accordance with the following schedule:
- |                     |                                   |
|---------------------|-----------------------------------|
| 1 year of service   | 5 days vacation (40 hours)        |
| 2 through 4 years   | 10 days vacation (80 hours)       |
| 5 through 9 years   | 15 days vacation (120 hours)      |
| 10 through 14 years | 20 vacation days (160 hours)      |
| 15 years and over   | 25 days vacation days (200 hours) |
- C. If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit.

**ARTICLE 33 - VACATION PERIOD**

- A. Vacation will be granted on a seniority preference basis.
- (1) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the Department.
  - (2) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more days, provided such scheduling does not interfere with the operations of the Department.
  - (3) When a holiday is observed by the EMPLOYER during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation, or it may be taken at a later date.
  - (4) A vacation may not be waived by an employee and extra pay received for work during that period without approval of the Sheriff and Board of Commissioners.
  - (5) If, an employee becomes ill and is under the care of a licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded cash payment in lieu of his use of vacation.
  - (6) Any remaining vacation of a deceased employee will be paid to his/her estate.

**ARTICLE 34 - SICK LEAVE**

- A. Accrual Rate: Sick leave will accrue at the rate of one (1) day for each calendar month the employee is in active pay status.
- B. Maximum Accumulation: Sick leave shall accumulate unlimited provided that any days accumulated in excess of one hundred twenty (120) will be placed in an individual reserve sick leave bank to be used by the employee only after all other sick leave and vacation leave credited to that individual employee has been used.

- (1) This reserve sick leave bank shall have no cash value upon termination of employment or at any other time.
- (2) Effective in 2002, employees will be limited to accumulation of one hundred twenty (120) sick leave days. Any days in the individual reserve sick leave bank will be frozen and no additional days will be credited to the individual reserve sick leave bank.

C. Termination:

- (1)
  - (a) Sick leave accrued to the credit of employees who are terminated (this does not apply to retirement; to those employees terminating employment for reason of disability or terminating employment by reason of death; see subsequent paragraph) will automatically be canceled and such sick leave will not be reinstated if employee is subsequently reappointed.
  - (b) No unused sick leave will have a cash value.
- (2)
  - (a) Any employee retiring or terminating employment for reasons of disability or death shall receive fifty percent (50%) of their credited accumulated and unused sick leave at the regular hourly rate of the employee affected.
  - (b) In addition thereto, employees qualified for this benefit shall receive one (1) month's salary.

- D.
- (1) Sick leave may be used by employees when they are incapacitated for the performance of their duties by illness or injury, or when some member of their immediate family is afflicted with either a contagious disease to which there has been exposure that might jeopardize the health of other employees, or other serious ailment requiring the employee's immediate presence.
  - (2) Sick leave shall not be granted for slight illness or indisposition not incapacitating the employee for the performance of their regular duties.
  - (3) Sick leave, for the purpose of being treated professionally by a physician, dentist or oculist in their office shall be granted only in the event that the appointment cannot be scheduled during off duty hours.
  - (4) Sick leave may be granted for detention at home or in a hospital by illness or disability due to causes as to which a physician, dentist or oculist is qualified to certify, or other licensed practitioners of healing arts approved by the State.
  - (5) An Employee who is on sick leave must notify the EMPLOYER if he leaves his home during that time and for what reason.

- E. (1) When the Sheriff suspects that a questionable pattern of sick leave exists the Employee will be so advised in writing.
- (2) If the pattern continues after this written notice the Employee will not be granted sick leave pay for those days unless it can be verified that the Employee was under a physician's care on those days.
- F. (1) Any contemplated absence should have the advance approval of the Sheriff, and be presented in writing.
- (2) Emergency absences should be reported by phone or in person to the Sheriff at the earliest possible time.
- G. Minimum Charge: The minimum increment for sick leave use will be four (4) hours.

**ARTICLE 35 - PERSONAL LEAVE**

A. Personal Day:

- (1) Employees shall be provided two (2) days per year as a personal leave day, not deducted from any time banks.
- (2) Further, all employees requesting such personal leave days shall make application to the Sheriff, a minimum of seventy-two (72) hours in advance.

**ARTICLE 36 - FUNERAL LEAVE**

- A. (1) Any employee will be granted three (3) days funeral leave when a death occurs in the immediate family.
- (2) The following are to be considered the immediate family:

Husband	Wife	
	Father	Mother
	Son	Daughter
Father-In-Law	Mother-In-Law	
Son-In-Law	Daughter-In-Law	
Brother	Sister	
Brother-In-Law	Sister-In-Law	
Stepson	Stepdaughter	
Step-Father	Step-Mother	
Grandfather	Grandmother	
Grandson	Granddaughter	

- (3) Two (2) additional days of funeral leave will be granted to an employee who has primary responsibility of settling the affairs for the estate of the deceased.
  - (a) This will apply only in the cases where the death is one of the following: wife, daughter, father, father-in-law, mother, son, mother-in-law, brother, sister and husband.

### **ARTICLE 37 - LEAVES OF ABSENCE**

- A. Leaves of absence without pay and fringe benefits for periods not to exceed the time limits listed below will be granted, in writing, for:
  - (1) Serving in any elected or appointed position, public or UNION, for four (4) years.
  - (2) Illness leave with proof in writing from an attending physician for one (1) year. (mental or physical)
  - (3) Prolonged illness in immediate family with proof in writing from an attending physician for twelve (12) weeks (if someone must be in attendance).
  - (4) Educational leave related to county employment for one (1) year. Such leave may be extended for a like period.
- B. Employees shall not accrue seniority while on leaves of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position which his/her seniority entitles him/her.
- C.
  - (1) Not more than one (1) member of the UNION elected to attend a function of the UNION, such as conventions and educational conferences, shall be allowed time off to attend such conferences and/or conventions.
  - (2) One (1) officer a total of four (4) days per year, non-accumulative.

### **ARTICLE 38 - EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS**

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence under applicable Federal Laws in effect on the date of this Agreement.
- B.
  - (1) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay-and their regular pay if the reserve pay is less than the pay under this agreement.



- (2) This shall take effect when they are on full time active duty in the Reserve or National Guard, provided proof of service is submitted, and the maximum shall be two (2) weeks per year.

### **ARTICLE 39 - HOSPITAL MEDICAL INSURANCE COVERAGE**

#### A. Hospitalization and Medical Insurance:

- (1) Premium Cost Share: The EMPLOYER agrees to pay ninety-five percent (95%) of the entire cost of single, two person or full family coverage for hospitalization, medical and dental insurance, and the Employee agrees to pay five percent (5%) of such costs.
- (2) Cash Option in Lieu of Coverage: Eligible regular full-time employees who do not elect to receive the hospitalization, medical and dental coverage, nor to elect to receive the additional life insurance coverage, or a combination of both in accordance with the insurance agreement with the carriers, may receive, upon written request, an annual amount not to exceed one thousand seven hundred fifty dollars (\$1,750.00) in lieu of the hospitalization, medical and dental coverage, or the additional life insurance coverage.
- (3) The EMPLOYER shall pay for the Family Continuation Rider for dependent children between the ages of 19 and 25 who are full-time students.
- (4) The EMPLOYER's Health Plan shall be a Community Blue Plan equivalent to the Blue Cross/Blue Shield Community Blue PPO Option 1 Plan with \$250/\$500 deductibles with a \$10 generic/\$20 brand name prescription rider.
  - (a) The intent is that the Association employees participate in the same Health Plan on identical terms as the Plan in which the AFSCME employees participate.
  - (b) The EMPLOYER shall have the right to increase prescription co-pay as long as the cost to the employee remains \$10 generic/\$20 brand name for each prescription after reimbursement by a third-party administrator and/or reimbursement on the basis of a self-insurance plan.
  - (c) The EMPLOYER shall have the right to change the structure of the Health Plan (equivalent to the PPO Option 1 plan) in order to self-insure and/or to use a third-party administrator at its discretion including the UP Health Rider.
  - (d) Any changes in the Plan will be subject to a thirty (30) days written notice to employees.

**ARTICLE 40 - LIFE INSURANCE**

- A. Life Insurance: The EMPLOYER agrees to pay the full premium for Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00).

**ARTICLE 41 - VETERANS**

The employment of employees and probationary employees who are veterans will be in accordance with all applicable laws and regulations.

**ARTICLE 42 - WORKERS' COMPENSATION / ON THE JOB INJURY**

- A. Each employee will be covered by the applicable Workers' Compensation Laws.
- B. An employee eligible for Workers' Compensation will receive, in addition to his Workers' Compensation wage loss, an amount to be deducted from the employee's sick leave and/or vacation accumulation sufficient to make up the difference between the Workers' Compensation wage loss benefit and his regular weekly income.
- C. Employees may also use sick leave or vacation for the waiting period before Workers' Compensation benefits begin.

**ARTICLE 43 - APPENDICES**

The following appendices are incorporated and made a part of this Agreement.

APPENDIX A	Pensions
APPENDIX B	Classifications and Rates
APPENDIX C	Continuation of Benefits
APPENDIX D	Temporary Employees
APPENDIX E	Special Equipment
APPENDIX F	Dress and Appearance
APPENDIX G	Retiree Health Care Plan.

**ARTICLE 44 - INVALIDITY**

To the extent that any provisions of this Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with applicable provisions of any Statute, Law or Court Decision, State or Federal, now in effect or passed in the future.

## **ARTICLE 45 - DURATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until midnight September 30, 2012, at which time it shall expire.
- B. If either party desires to modify this Agreement, it shall, at least one hundred twenty (120) days prior to the above expiration date, give written notification to the other party of such intent.
  - (1) Notice: Notice shall be in writing and should be sufficient if sent by certified mail, addressed, if to the Wisconsin Professional Police Association, 660, Suite 300, John Nolen Drive, Madison, WI 53713; and if to the EMPLOYERS, addressed to Chairman, Personnel Committee, and Schoolcraft County Sheriff, Schoolcraft County Courthouse, 300 Walnut Street, Manistique, Michigan 49854, or to any such address as the UNION or the EMPLOYERS may make available to each other.
- C. Any amendments that may be agreed upon in writing shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Health Insurance and Wage Re-Opener. In the event the County's health insurance plan experiences an annual premium renewal increase that is more than 15% from the previous year's annual premium renewal amount, upon notice to the Union as described in Paragraph B, the parties agree to re-open the contract. This reopener is expressly limited solely to the issue of health insurance and wages. Any other issue can only be raised by mutual written agreement of the parties. Upon notice to the Union, the parties agree to meet and negotiate in good faith over health insurance and wages. This paragraph expires and evaporates from this article and contract at midnight on September 30, 2012, and will not be continued in accordance with the other contractual terms as outlined in Paragraph C.

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

FOR THE EMPLOYEES:  
SCHOOLCRAFT COUNTY  
DEPUTY SHERIFFS ASSOCIATION

FOR THE CO-EMPLOYERS:  
THE COUNTY OF SCHOOLCRAFT  
SCHOOLCRAFT COUNTY SHERIFF

\_\_\_\_\_  
Fran McCarthy  
WPPA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gerald L. Zellar  
Chairman, Schoolcraft County  
Board of Commissioners  
Co-Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angela Pierce  
Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grant S. Harris  
Schoolcraft County Sheriff  
Co-Employer

\_\_\_\_\_  
Date

## APPENDIX A

### PENSIONS

- A. (1) Effective April 1, 1999, the Provisions of Municipal Employees Retirement System Plan
- B-4  
FAC-3  
F50/25 Waiver  
E-2 Rider  
V-10
- shall be in effect for Employees covered by this Agreement.
- (2) All new hires, hired on or after the date of execution of this Agreement in 2002 (November 1, 2002), shall be covered under the following provisions of the Municipal Employees Retirement System:
- B-2  
FAC-3  
F50/25 Waiver  
E-2 Rider  
V-10
- B. The EMPLOYER will pay one hundred percent (100%) of the pension contributions.
- (1) However, in the event that the Employer's mandatory contribution rate to the pension plan reaches 23% of payroll, amounts in excess of 23% shall be equally shared (50/50) between the employees and the Employer to a maximum employee contribution of 2%.
- C. Any bargaining unit employee who retires after January 1, 1990, who is eligible to receive benefits under the Michigan Municipal Employees Retirement System or the retirement system in effect at the time of such retirement, shall be paid a lump sum equivalent to ten percent (10%) of his/her final average compensation as figured for retirement benefit purposes.
- (1) This sum shall be paid to the employee at the time he receives his/her last regular pay check, and shall be considered as wages, paid in the year in which retirement occurs.
- (2) The retirement bonus specified in paragraph (C) above is payable only to an Employee who terminates employment and who is then immediately eligible for receipt of Michigan Employees Retirement System retirement benefits under the retirement plan in effect at the time of such termination of employment.

- D. Adequate personnel and service records will be maintained for every employee in order that employment experience data may be always available

**APPENDIX B**

**2008-2012 CLASSIFICATIONS AND RATES**

<u>Effective</u>	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>
<b>*Certified Deputy</b>				
10-01-2008	\$15.16	\$15.39	\$15.61	\$15.83
(+1.5%)				
04-01-2009	\$15.39	\$15.62	\$15.84	\$16.07
(+1.5%)				
10-01-2009	\$15.62	\$15.85	\$16.08	\$16.31
(+1.5%)				
04-01-2010	\$15.85	\$16.09	\$16.32	\$16.55
(+1.5%)				
10-01-2010	\$16.09	\$16.33	\$16.56	\$16.80
(+1.5%)				
04-01-2011	\$16.33	\$16.57	\$16.81	\$17.05
(+1.5%)				
10-01-2011	\$16.57	\$16.82	\$17.06	\$17.31
(+1.5%)				
04-01-2012	\$16.82	\$17.07	\$17.32	\$17.57

**Sergeants** Rate of pay shall be \$.25/hour over the top certified deputy rate.

**\*\*Non-Certified Deputy and Secretary**

10-01-2008	\$14.43	\$14.66	\$14.88	\$15.10
(+1.5%)				
04-01-2009	\$14.65	\$14.88	\$15.10	\$15.33
(+1.5%)				
10-01-2009	\$14.87	\$15.10	\$15.33	\$15.56
(+1.5%)				
04-01-2010	\$15.09	\$15.33	\$15.56	\$15.79
(+1.5%)				
10-01-2010	\$15.32	\$15.56	\$15.79	\$16.03
(+1.5%)				
04-01-2011	\$15.55	\$15.79	\$16.03	\$16.27
(+1.5%)				
10-01-2011	\$15.78	\$16.03	\$16.27	\$16.51
(+1.5%).				
04-01-2012	\$16.01	\$16.27	\$16.51	\$16.75

**APPENDIX B CONTINUED**

\* Road Officers while on patrol will receive an additional eight cents (\$.08) per hour.

\*\*Effective October 1, 2008, the Secretary wage rate shall be equal to that of the Non-Certified Deputy and will be retroactive to that date.

1. The parties agree that Deputies newly hired both certified-and non-certified, shall begin employment at a starting hourly wage at the first year level, as indicated in Appendix B herein.
2. The maximum hourly rate for both certified and non-certified Deputies shall be paid not in excess of the 4th year level as indicated in Appendix B herein.
3.
  - (a) In addition, the parties further agree that any non-certified deputy who wishes to do so, may, subject to time limitations and scheduling, attend a police academy for the purpose of obtaining certification.
  - (b) Attendance at an academy may be at the employee's expense, provided, however, that upon successful completion of the course, the employee may apply for reimbursement by the EMPLOYER for such expenses.
  - (c) Not more than one (1) deputy may become certified per contract year, based on seniority; and that in the event that a deputy, after becoming certified, leaves employment with Schoolcraft County within two (2) years of becoming certified, then that deputy shall reimburse the County for the costs of the training for certification.
4. Upon certification an employee shall automatically be elevated to the certified Deputy pay rate.
5. With the exception of the Secretary, all wages are to be paid retroactive to October 1, 2009, but only to those employees employed on the date of ratification by the Union, i.e., \_\_\_\_\_, 2010.
6. All employees will receive a one time payment of three hundred and fifty dollars (\$350.00) upon execution of this agreement.



## APPENDIX C

### CONTINUATION OF BENEFITS

- A. Uniforms.
- (1) Uniforms shall be furnished by the EMPLOYER
  - (2) Uniforms shall be replaced on an "as needed" basis.
  - (3) In the event that the EMPLOYER requires the secretary to wear a uniform, the EMPLOYER shall provide a uniform at the EMPLOYER's cost and the employee shall receive the cleaning allowance.
    - (a) In the event the EMPLOYER requires only a blazer; the blazer shall be provided at the EMPLOYER cost and employee shall receive \$120.00 annual dry cleaning allowance, but not laundry.
    - (b) The dress code for the secretary will be one that sets forth office type dress similar to court house employees and shall not include blue jeans.
- B. Cleaning.
- (1) It's the responsibility of the employee to maintain his uniforms in a clean condition.
  - (2) In order to defray the expense of such cleaning, each employee shall be paid the sum of Three Hundred and Fifty dollars (\$350.00) annually in semi-annual installments.
- C. Three Hundred dollars (\$300.00) for purchase of police related equipment shall be provided by the EMPLOYER
- D. The EMPLOYER shall replace, at no cost to the employee, all eyeglasses or contact lenses lost, broken, or rendered unusable during the performance of duties; such damage shall be documented by written report prepared by the employee by the end of the shift in which damage or loss occurred and such report furnished to the EMPLOYER within forty-eight (48) hours of the occurrence.
- E. The EMPLOYER shall not be required to assign more than one deputy to transport, within Schoolcraft County, prisoners charged or convicted of less than a felony offense.

## **APPENDIX D**

### **TEMPORARY / PART-TIME EMPLOYEES**

1. The parties agree that the utilization of temporary and part-time employees may be necessary to accomplish the efficient operation of the Sheriff's Department.
2. The Employer may utilize not more than eight (8) part-time employees for not more than twenty four (24) hours per week each.
3. Should the Employer proceed with expansion to the physical layout, move the location of the Schoolcraft County Jail, or form any regional collaboration which the Employer believes may require the employment of additional temporary or part-time employees, the Association agrees to meet with the Employer to negotiate over the number of additional part-time employees to be hired.

## **APPENDIX E**

### **SPECIAL EQUIPMENT**

BULLET RESTRAINT VESTS - The EMPLOYER agrees to purchase two (2) body armor vests *which* shall be replaced as indicated by industry standards (every 5-7 years) to be used by road patrol officers. Such vest shall be worn by officers when on road patrol.

## **APPENDIX F**

### **DRESS AND APPEARANCE**

1. Uniforms will normally be worn on duty by employees covered by this Agreement.
2. Body armor vests will be worn while employees covered by this Agreement are on road patrol
3. No beards or goatees will be permitted by uniformed officers. However, neatly trimmed mustaches will be permitted, provided that mustache growth does not extend below the corners of the mouth, nor one-half (.5) inch beyond the corners of the mouth, nor below the top of the upper lip.
4. The Sheriff shall prepare, maintain, and update, as he/she sees fit a required uniform/equipment list containing the items which the Sheriff requires each employee to wear or to have available in pursuit of that employee's job duties. Any work related equipment or items not listed on the uniform list shall be the employee's responsibility to purchase or maintain, and the uniform allowance shall be-used for that purpose.



**APPENDIX G**

**RETIREE HEALTH CARE PLAN**

1. The EMPLOYERS shall provide an optional plan whereby employees may contribute by payroll withholding on a pre-tax basis to a fund to be used for purchase of health insurance by the retiree.
2. The EMPLOYERS shall match the employee's contribution up to a maximum of one percent (1 %) of the employee's salary per year to the fund.
3. The employee shall control and direct the investment of the employee's funds from among several options within the plan.
4. The employee's funds shall be 100% vested upon deposit.
5. The fund shall be paid out to the employee at retirement or termination of employment.