

3348

9/30/98

# AGREEMENT

BETWEEN

**MENOMINEE COUNTY BOARD OF COMMISSIONERS &  
THE SHERIFF OF MENOMINEE COUNTY, MICHIGAN**

AND

**TEAMSTERS UNION LOCAL NO. 328**

Effective:

**January 1, 1996 thru September 30, 1998**

**August 26, 1996**

*Menominee County*

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## PREAMBLE

TEAMSTERS UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" and the MENOMINEE COUNTY BOARD OF COMMISSIONERS and the SHERIFF OF MENOMINEE COUNTY, MICHIGAN, hereinafter referred to as the "Employer", do hereby on this 26th day of August, 1996, enter into the following agreement.

## RECOGNITION

- A. The Employer recognizes Teamsters Union Local No. 328, I.B.T., as the exclusive representative of those department employees, identified below, excluding the Sheriff and Undersheriff, all as defined by law, in a single bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other items and conditions of employment. The bargaining unit shall consist of employees whose job titles appear in Schedule A of this Agreement.
- B. Should the Employer change the Name of or responsibility of any organizational unit on the list, it will notify the union and negotiate any necessary changes. The organizational unit on the list involved in such change will not be removed from the bargaining unit without the Union's Agreement.
- C. Recognition also will be extended for any new job title and/or job duties, which are eligible for Union representation within the department.
- D. If, during the term of the Agreement, the Union is certified by the National Labor Relations Board, or is recognized by the Employer as the collective bargaining representative of employees not previously so represented, such employees shall be covered by this Agreement upon the conclusion of negotiations on any necessary amendments thereto.

## PURPOSE AND INTENT

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

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

## ARTICLE I

### MANAGEMENT RIGHTS

The County of Menominee and the Sheriff, except as this Contract provides, shall have the right to:

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

And in addition, reserve and retain solely and exclusively all of its common law rights to manage its affairs.

## ARTICLE 2

### NON-DISCRIMINATION

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

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

The use of the masculine or feminine gender in pronominal references or titles in this Contract shall be construed as including both genders and not as sex limitations, unless the Contract clearly requires a different construction.

## ARTICLE 3

### SECURITY

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

B. Membership in the union is not compulsory. Regular employees having the right to join, or not join, or maintain or drop the membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not the employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union; and this Agreement has been executed by the employees after the Union has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his fair share of the obligation along with the grant of the equal benefits contained in this Agreement, including dues and initiation fees.

C. In accordance with the policy set forth under paragraphs A and B of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit, who are members of the Union, which shall be limited to the amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees, payment shall commence 31 days following the effective date or on the date of the execution of this Agreement, whichever is later; and for new employees, the payment shall start 31 days following the date of employment.

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

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

#### ARTICLE 4

##### SICK LEAVE, DUTY INCURRED DISABILITY PAY, FUNERAL LEAVE, LEAVE OF ABSENCE, (PERSONAL DAYS) & MILITARY LEAVE

a. Sick Leave: Each employee shall be allowed one (1) day of sick leave for each month of his continuous employment for personal illness or injury incurred off the job, except that no more than one hundred twenty (120) working days of such paid leave shall be accumulated at any time. Any employee who has accumulated 90 days as of January 1, 1993 will automatically have 120 days accumulated. The Sheriff may verify the nature or extent of illness or injury; a doctor's certificate is necessary for illness or injury extending over a five (5) day period. If ill, the employee shall call in one hour before his work day begins. While an employee is on paid sick leave, the accrual of sick leave and vacation leave benefits shall continue during the period of

convalescence. An employee shall be allowed and provided that said illness he/she becomes ill while on vacation and provided that said illness exceeds three (3) days and is verified by a medical doctor.

Employees shall receive payment for one-half (½) of all accrued sick leave earned to a maximum of forty-five (45) days sick leave on leaving the employment of the County in good standing.

B. Duty Incurred Disability Pay: An employee, while performing within the scope of his employment as provided by the Michigan Worker's Compensation Act, shall receive compensation as provided in said Act.

C. Funeral Leave: Funeral leave will be granted in the event of a death in the immediate family, as follows: three (3) days funeral leave will be granted in the case of the death of the spouse, mother, father, child, step-father, step-mother, sister, brother, mother-in-law, father-in-law of the employee.

However, an additional four (4) days funeral leave are available to an employee, provided said employee must travel at least 400 miles one way to exercise funeral leave. The additional days are transferred from the employee's accumulated sick leave.

One (1) day funeral leave will be granted in case of death of grandmother, grandfather, of the employee. Funeral leave will not extend more than three (3) consecutive working days; provisions for taking such funeral leave must be approved by the employee's department head.

D. Leave of Absence: Leave of absence without pay may be obtained with the permission of the Employer for a period not to exceed six (6) months. The Employer shall be the sole determiner for the necessity of the request for a leave of absence and its decision will be based upon the value of the employee to the County departmental needs and the purpose of the request. In the event that the Employer denies a request for a leave of absence, said denial shall not be subject to the grievance procedure.

Limited leave or time off without pay may be granted by the Sheriff, if such approval will not impair the efficiency of the department and providing such leave will not exceed forty (40) working hours.

E. Military Leave: Military leave shall be granted according to applicable state and federal laws.

F. Personal Days: Employee will be allowed two (2) Personal days per year (Not to be deducted from sick leave).

G. Family Leave: Up to fifteen (15) days per year may be utilized from Sick Leave for illness in the immediate family.

## ARTICLE 5 SENIORITY

Seniority shall be defined for the purpose of this Agreement as the net credit service of the employee. Net credit shall mean continuous employment with the County beginning with the date and hour on which the employee began work after last being hired.

This is less deduction for leave of absence or unauthorized absences. Seniority will continue during paid sick time, and Armed Forces Service.

New employees will be considered probationary employees for a period of not more than six (6) months from the date of permanent employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right to appeal or hearing.

Seniority shall be on a departmental basis. In the event of layoff, the last man laid off shall be the first recalled. Layoff will be by seniority. Employees will be given two (2) week's notice of layoff, except in an emergency. (The Cook will be on a separate Seniority List).

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

The Sheriff will post departmental seniority lists annually.

The employee shall lose his seniority for the following reasons.

1. He or she quits.
2. He or she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He or she is absent for three (3) consecutive working days without notifying the Employer. The Employer will send written notification by registered mail to the employee at their last known address, that they have lost their seniority and their employment has been terminated. If the disposition made of any case is not satisfactory, the matter may be referred to the grievance procedure.
4. He or she, who is injured while on duty, shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery to their former position with full seniority rights, provided they are physically qualified to return to work. In the event that said disability shall continue for more than one (1) continuous year, then, and in that event, the Employer shall review with the Union the status of the said employee's future employment. In the event both parties agree, said seniority may be extended for an additional six (6) months. At the end of said year, or the extension, said employee shall lose his seniority and shall have no further right to reinstate.

5. An employee who is subject to the jurisdiction of the Union, who has been in the past or will be in the future promoted to a position outside of the bargaining unit, and in the event that the said employee shall retain said position outside of the bargaining unit, for more than a six (6) month period, then in that event, he or she shall lose his or her seniority within the bargaining unit. He or she however, shall only lose that period of seniority which represents the period of time that said employee works outside of the bargaining unit. An employee who was out of the jurisdiction unit shall pay to the Union, upon returning to the Employer's seniority list, an amount of initiation fees and dues applicable to all employees, which shall be determined by the Union.

All vacancies, promotional opportunities, or new positions, will be posted. All vacancies or newly created positions will be offered first by lateral transfer among full-time employees who have posted for the position, provided the employee is qualified.

In selecting employees for promotion, the Sheriff shall consider the factors of performance, experience, training and seniority. The employee receiving the highest rating shall receive the promotion.

The Sheriff agrees to fill posted positions within sixty (60) days, unless the Union is notified as to the reason that the position cannot be filled within this time frame.

Employees assigned to vacancies or new positions will be given a minimum of sixty (60) days to demonstrate their qualifications and ability to fill such vacancies or positions. The Sheriff shall have a period of up to one (1) year to evaluate the employee, but reserves the right to return the employee to his/her original classification at any time after the minimum sixty (60) day period. If the employee is returned to his/her original classification, there shall be no loss of seniority in the original classification.

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

Employees shall have the right to protest their seniority designation, if they have cause to believe an error has been made; provided however, such protest shall be made in writing, shall specify the basis for the claim and shall be filed with the Sheriff within thirty (30) calendar days after the Sheriff has posted and furnished the most recent seniority list, as provided in Article 5 of this Agreement. Failure to enter a protest as described above, constitutes acceptance of the list as corrected.



Full-time employees will be given the opportunity for scheduled overtime by seniority, except in emergencies.

## ARTICLE 6

### GRIEVANCE AND ARBITRATION

#### Definitions:

- A. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.
- B. A person, group, or representative, designated in the grievance procedure steps, may have a designee appointed to satisfy the requirements herein.
- C. Time limit "days" shall be defined as normal Courthouse working days, exclusive of Holidays, and the day of the occurrence will not be counted as a day for time limit purposes.
- D. During the course of operations there will be instances where employees have problems other than grievances. In order for the time limits to be adhered to properly, an employee must specify clearly to the employer that the problem they are discussing is a potential grievance, so that the employer can answer as called for under this grievance procedure.
- E. The time limits established in the Grievance Procedure shall be followed by the parties. If the employee fails to present a grievance in time or to advance it to the next step in a timely manner it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturdays, Sundays, and holidays shall not be counted with regard to the time limitations and dates for submission of grievances, appeals, answers, etc.

#### Procedure:

The parties agree, that the prompt and just settlement of a grievance is of mutual interest and concern. There shall be an earnest, honest, and prompt effort to settle differences within the County. If there is any controversy or difference between an employee or group of employees and the County with respect to the interpretation or application of this Agreement, such controversy shall be handled as follows:

#### STEP 1:

The employee shall present the complaint orally to the Sheriff. The employee may be accompanied by the Union Representative or the job steward if he/she so chooses, in an effort to resolve the matter.

If the grievance is denied, the Sheriff will put the denial, and the reason for the denial in writing. Time limits for STEP 2 will not be started until the employee receives this response.

**STEP 2:**

If the grievance is not settled at STEP 1, it shall be reduced to writing and presented to the Sheriff and County Board of Commissioners within five (5) days after answer to STEP 1. The County shall then furnish the employee, the Union, and the County Board of Commissioners, with a written answer to the grievance within five (5) days from receipt of the aforementioned written complaint. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee with respect to those provisions indicate the relief requested and be signed by the employee(s) affected.

**STEP 3:**

- (a) If the matter remains unsettled, and the complainant wishes to carry it further, the Union Steward shall refer the matter to the Union Representative.
- (b) The Union Representative, within ten (10) days after receipt of the STEP 2 written response from the Sheriff, shall meet with the Sheriff and County Board of Commissioners, for the purpose of attempting to resolve the dispute. In the event the grievance shall be denied, the grievant and Union shall be notified, in writing, within fifteen (15) calendar days.
- (c) All grievances which are satisfactorily resolved at the first (1st), second (2nd) or third (3rd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in STEP 1, STEP 2, and STEP 3 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the Steward of notice of the County Board of Commissioners' action to resubmit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn by the Union.

**STEP 4**

In the event that a satisfactory adjustment cannot be reached between the parties to this agreement, the matter in dispute may be submitted to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters shall be submitted to the Michigan Employment Relations Commission in accordance with its voluntary rules and regulations. The expense of the arbitration shall be equally divided between Union and the County. Both parties agree to be bound by the award of the arbitrator. The decision of the arbitrator shall be in writing and shall

be final and conclusive, but the Arbitrator shall not have power to add/subtract from or modify any of the terms of this Agreement. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or Retirement system in administering their plans; or to issue a ruling modifying any matter covered by a Statute or Ordinance. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or to rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Employer and employee. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

#### **STEP 5**

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

#### **Other Remedies:**

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as for a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et seq, or and Federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union employee shall not process the complaint through any grievance procedure provided for in this contract.

If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize any administrative or statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

### **ARTICLE 7**

#### **HOLIDAYS**

- A. Holidays Defined: Full holiday when used herein, shall mean a full twenty-four (24) hours commencing at 12:00 Midnight on the eve of the holiday and ending at 12:00 Midnight on the night of the holiday.

- B. Conditions for Granting Pay of Holidays: Employee shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday; providing however, that if either of these days is vacation time, sick leave or an excused absence, it shall be accepted.
- C. The following holidays will be recognized: New Year's Day, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, the Friday after Thanksgiving, Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.
- D. Employees working holidays will be compensated at a rate of time and one-half (1-1/2x) their regular rate of pay in addition to being paid for the holiday, at their regular rate of pay, as provided for in Schedule "A".
- E. Employees who are scheduled to work a holiday, shall be scheduled for eight (8) hours. Employees who are called in to work a holiday, will be guaranteed not less than two (2) hours of holiday pay.
- F. Said holidays will be celebrated on the nationally designated date.

### ARTICLE 8

### VACATIONS

- A. Vacation leave with pay will be granted to all permanent full-time employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of County employment.
- B. Vacations with pay will be granted on the following schedule:  
 Employees hired before August 1, 1996:
  - 1st Anniversary Date ----- Six (6) working days.
  - 2nd Anniversary Date ----- Twelve (12) working days.
  - 3rd Anniversary Date ----- One (1) day for each year of service up to a maximum of thirty (30) working days.
- C. On or before January 1, an employee may express his preference, in writing, to the Employer for the scheduling of not more than two (2) weeks of his/her vacation time in periods of at least one (1) work week. If two or more employees request the scheduling of the same vacation period or vacation periods which would overlap and cannot be so scheduled

consistent with the Employer's needs, in its judgement, choice of vacation periods shall be scheduled in seniority order of the employees involved. On or before February 15, an employee will be notified by posting, of the scheduled vacation periods.

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

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

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

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

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

- D. Employee terminating their County employment will be entitled to apply for the unused portion of their vacation leave to the last date of their employment. The last date of County employment is declared to be the last date on which an employee worked a full eight (8) hour shift.
- E. Unused vacation during an anniversary year may not be carried to a succeeding year.

- F. Employees hired after August 1, 1996 shall receive vacation on the following schedule: one year of employment, 6 vacation days. Two years of employment, 7 vacation days. Three years of employment, 8 vacation days. Add one day of vacation for fourth year of employment and each year thereafter, up to a maximum of 20 days vacation.

## ARTICLE 9

### HOURS OF WORK, OVERTIME, AND PREMIUM PAY

- A. The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employees of any specified number of hours of work, eight (8) per day or 40 hours per week, or as limiting the right of the County to fix the number of hours of work (including overtime) per day or per week for such employee.
- S.O. 9-6-96
- ~~Implement 6-3 Schedule for Duration of Agreement~~ It is understood by both parties that this schedule can only be changed with prior approval from both the Union and the Sheriff. The 6-3 schedule may be abandoned during extended manpower shortages or reductions in force, subject to reinstatement of the 6-3 scheduled upon the restoration of manpower to previous levels.
- B. The standard week for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight seven (7) days hence.
- C. Employees working over eight (8) hours in any one day will be paid at a rate of time and one-half (1-1/2X) of their regular rate for time worked over eight (8) hours.
- D. Employees working in excess of five (5) days and forty (40) hours, during a standard week, will be paid at the rate of time and one-half (1-1/2X) of their regular rates.
- E. The hours of work and specific shift assignment will be determined by the Employer.
- F. An employee who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. In the event that an employee is not released from his regular day's work and is asked to work beyond his regular day's work, the extra time worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2X) for the actual time worked in excess of such period.

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

H. Use of Part-Time Employees

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

On vacations or illness of less than one (1) work week duration, part-time employees may be used as replacements at the option of the Sheriff. For the purpose of this paragraph, a work week will be defined as a standard work week as defined by Article Nine (9) Section "B".

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

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

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

## ARTICLE 10

### DISCHARGE AND DISCIPLINE

No employee shall be reprimanded, suspended or discharged without just cause and subject to the grievance procedure.

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

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

Disciplinary procedures as presently outlined in the County Personnel Policies will be followed.

## ARTICLE 11

### HOSPITALIZATION, LIFE INSURANCE, AND PROFESSIONAL LIABILITY INSURANCE

- A. The Employer agrees to pay the full premium for the employees and their families coverage of the Blue Cross/Blue Shield, or equivalent plan, along with the full premium for Master Medical Option I II program. The current practice of DRI-275 deductible to continue to be paid by County.
- B. The Employer agrees to furnish at no cost to the employees, a group life insurance policy in the amount of ten thousand dollars (\$10,000). No retiree life insurance is provided.
- C. The Employer agrees to provide employees with Professional Liability Insurance.
- D. Upon retirement from the County's service, the Employer agrees to pay the hospital insurance premium for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he must pay the full cost of the insurance premium charged by the group carrier for said benefit. The premium will be paid to the Employer, who shall forward the same to the group carrier.

## ARTICLE 12

### LONGEVITY

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

## ARTICLE 13

### RETIREMENT

In 1993, the employee will pay 5.3% of salary for the MERS plan B-3, F55/15 with waiver of 47F, with the option of employee purchase of two years of military time. In 1994, the employer will pay 3% of employees salary, the employee will pay 2.3% of employees salary, for the cost of MERS plan B-3, F55/15 with waiver of 47F, with the option of employee purchase of two years of military time. In 1995, the employer will pay for the full cost of the MERS B-3, 20 Years and Out with waiver of 47F, with the option of the employee purchase of two years of military time. If MERS Plan B-3, 20 Years and Out becomes available before 1995, the employees, as a group, and at their expense, may upgrade their pension to the B-3, 20 Years & Out plan. If the MERS 20 Years and Out



is not available in 1995, the employees shall receive a 3.3% wage increase in lieu of the 20 Years and Out program.

Michigan Municipal Employees' Retirement System B-3 Plan and F55 (15 years) and Waiver of 47F plus two (2) years of Military Service. The employee will pay 2.3% of employees salary for the cost of the B-3 plan. Effective January 1, 1996 the MERS FAC-3 Program shall be adopted Effective October 1, 1997, the MERS E-2 program shall be adopted *and paid for by the S.O. 9-6-96 employer*

Further provided, if any employee terminates his employment with the County with less than ten (10) years of service, employee shall receive 100% of employees contribution as allowed under Plan prior to January 1, 1983 and the County will pay to said employees 4% of his gross wages times ~~and~~ the number of years worked under this Plan after January 1, 1983.

#### ARTICLE 14

#### UNIFORM ALLOWANCE

The Sheriff is authorized to provide replacement of uniforms for employees up to a maximum of three hundred dollars (\$300.00) per year, per employee, which includes cleaning. The employer shall furnish a complete uniform for any starting Deputy Sheriff, plus cleaning of seventy-five dollars (\$75.00), provided however, that uniform shall be returned upon termination of employment.

#### ARTICLE 15

#### GENERAL PROVISIONS

- A. No person in the County service or seeking admission thereto will be appointed, demoted, removed or be in any way favored or discriminated against because of their political or religious opinions or affiliations, national origin, age or sex.
- B. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of and Article or Section would be restrained by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- C. It shall be expressly understood by both parties that this contract may be revised, amended or otherwise altered to include new agreements, negotiated contract with Employee's Association, or effect changes in the existing contract language when mutually agreed upon by the Employee and Employer. "Mutually agreed" means actual agreement and shall not mean a resolution or disagreement through arbitration.
- D. It shall not be obligatory on either party, however, to reopen negotiations during the agreed-upon period for effectuation of this Contract.

- E. Within ninety (90) days from when an employee commences employment, he/she shall become a resident of Menominee County and shall maintain said residency throughout his/her employment.
- F. The Menominee County Personnel Policy and Procedure Manual (including the use of progressive discipline) and the Affirmative Action Plan shall be a part of this Contract.
- G. The Employer recognizes the right of the Union membership to elect one (1) job steward and one (1) alternate from the employers seniority list, which shall be posted. The authority of the job steward and the alternate so elected by the Local Union shall be limited to and shall not exceed the following:
  - (a) The presentation of grievances to the Employer within the provisions of the collective bargaining agreement, this responsibility may be fulfilled during working hours. Said presentation shall not include presentations at an arbitration hearing.
  - (b) The collection of dues when authorized by appropriate Local Union action.
- H. County will establish a vehicle inspection program as prescribed by the dealer.

#### ARTICLE 16

#### WAGE SCHEDULE

- A. Attached hereto and made a part of the agreement are the mutually agreed upon wages and job classifications as approved by the County Board as part of the County classification system set forth in Schedule "A".
- B. The working grade for employees who are not on probation as new employees or who are not in a trial period, shall be Position Worth for each grade.
- C. Should any employee be demoted for budget purposes, he/she shall be paid at the same rate of pay as his/her previous classification.
- D. New officers will proceed through annual increments according to Schedule "A".

ARTICLE 17

DURATION

This Agreement shall be effective January 1, 1996 and shall remain in full force and effect to and including September 30, 1998 and shall automatically be renewed from year to year unless negotiations are instituted by giving written notice on or before May 1, 1997, or any anniversary thereof.

WITNESS

Lloyd Benson, County Board Chairman

WITNESS

Teamsters, Charter Local No. 328

WITNESS

Sheriff, Dennis Kenney

**SCHEDULE "A"**

**SHERIFF DEPARTMENT PAY PROGRAM**

**January 1, 1996**

<b><u>Title</u></b>	<b><u>Pts</u></b>	<b><u>Start</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>
Road Sergeant	515	29,364	30,194	31,024	31,854	32,688
Jail Sergeant	495	28,228	29,026	29,824	30,622	31,423
Road Patrol Officer	473	26,978	27,741	28,504	29,266	30,032
Corrections Officer	423	24,138	24,820	25,503	26,185	26,871
Bailiff	395	22,547	23,185	23,823	24,460	25,100
Cook (35 hrs)	270	13,516	13,898	14,281	14,663	15,046

Any employee, who as a result of the implementation of the new classification, would have received a lower pay, stays at the old classification rate. Any new employee is under the new classification system

**October 1, 1996**

All employees receive a \$.20 per hour increase (\$416 annually for 2080 hours, \$364 annually for 1830 hours).

<b><u>Title</u></b>	<b><u>Pts</u></b>	<b><u>Start</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>
Road Sergeant	515	29,780	30,610	31,440	32,270	33,104
Jail Sergeant	495	28,644	29,442	30,240	31,038	31,839
Road Patrol Officer	473	27,394	28,157	28,920	29,682	30,449
Corrections Officer	423	24,554	25,236	25,919	26,601	27,287
Bailiff	395	22,963	23,601	24,239	24,876	25,516
Cook (35 hrs)	270	13,932	14,314	14,697	15,079	15,462