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9/27/2000

COLLECTIVE BARGAINING AGREEMENT

Between

**MENOMINEE COUNTY
BOARD OF COMMISSIONERS
and
THE COUNTY SHERIFF**

Menominee County

AND

TEAMSTERS UNION LOCAL NO. 328

Effective:

October 1, 1998 through September 30, 2003

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AGREEMENT

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 MENOMINEE COUNTY SHERIFF, hereinafter referred to as the "Employer," do hereby on this ____ day of _____, _____, enter into the following agreement.

PURPOSE AND INTENT

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

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

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes Teamsters Union Local No. 328, I.B.T., as the exclusive representative of those department employees, identified below, excluding the Sheriff, Undersheriff, and Lieutenants, 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.

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

Section 3. In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the Steward of the recommended rate structure prior to its becoming effective. If the Union does not object to the proposed rate within seven (7) work days, the rate shall be adopted. If the Union disagrees with the proposed rate within seven (7) work days by providing the Employer a notice in writing, a meeting shall be scheduled within

seven (7) work days after receipt of the union notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay subject to the outcome of the negotiations. The Employer shall also notify the Steward when a new employee is hired to work in the departments listed in Section 1 as having bargaining unit positions.

ARTICLE 2 MANAGEMENT RIGHTS

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

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

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

ARTICLE 3 NON-DISCRIMINATION

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

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

ARTICLE 4 SECURITY

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

Section 2. Membership in the Union is not compulsory. Regular employees having the right to join, or not join, or maintain or drop the membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not the employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his fair share of the obligation along with the grant of the equal benefits contained in this Agreement, including dues and initiation fees.

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

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

Section 5. Noncompliance.

- A. The Union shall notify an employee of non-compliance by certified mail, return receipt requested or personal service. Said notice shall detail the non-compliance and shall further advise the Employee that a request for discharge will be filed with the Board of Commissioners in the event compliance is not affected, with a copy of said letter to the Employer.
- B. If the employee fails to comply within thirty (30) days, the Union will notify the Employer in writing, and shall request termination of the employee's employment.

A copy of the notice of non-compliance and proof of service shall be attached to the notification letter.

- C. The Employer, only upon receipt of said notification with the request for termination, shall conduct an investigation of said request. In the event of compliance at any time prior to discharge, request shall be withdrawn.
- D. Failure of an employee of the unit to pay Union dues or service fees toward the administration of this Agreement shall be recognized as reasonable and just cause for discharge by the Employer.
- E. The discharge of an employee for failure to pay Union dues and initiation fees or service fees shall not be subject to the grievance procedure.

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

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

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

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

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

ARTICLE 5 EMPLOYER SECURITY

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

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

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

ARTICLE 6 UNION REPRESENTATION

Section 1. Special Conferences. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the County, upon the written request of either party. The written request shall be made in advance and shall include a statement of the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request. It is agreed that special meetings shall not be for the purpose of conducting continuing contract bargaining negotiations, nor in any way modify, alter, change or detract from the agreement provisions. Special conferences shall not be used instead of the Grievance Procedure to deal with grievances. The time for such conferences will be arranged by mutual agreement between the parties. The Union representatives may meet on the Employer's property for up to one-half (½) hour immediately prior to said conference.

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

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

Section 4. Union Business. The steward(s) and alternate steward(s) shall normally conduct Union business on their own time. However, the steward(s) and alternate steward(s) may be allowed a reasonable amount of release time to investigate grievances (such release time to not be unreasonably withheld), after prior permission from the supervisor, without loss of pay. After receiving permission from their supervisor, the Union steward(s) and alternate

steward(s) may be released from work to present grievances or arbitrations during their normally scheduled working hours, without loss of pay.

Section 5. Union Bargaining Committee.

- A. Employees covered by this Agreement shall be represented in contract negotiations by negotiating committee of employees from the bargaining unit and Union business agent(s). Upon the bargaining committee members selection, the Employer shall be notified in writing of the names of the members of the collective bargaining committee. The Employer shall be promptly notified in writing of any changes in the collective bargaining committee as they occur during the negotiating process.
- B. The bargaining committee's sole function shall be to meet with Employer representatives for the purpose of negotiations. It is understood that the Union and the Employer may bring additional personnel to the negotiating session to address certain areas of concern and/or expertise during the collective bargaining process. The designated bargaining committee members will receive release time from their regular scheduled work hours for negotiating sessions if negotiating sessions are scheduled during the member's regular scheduled working hours. Members of the bargaining committee shall be paid for all time spent in negotiations during their regularly scheduled working hours. The above will be restricted, for pay purposes only, to a maximum of three (3) employees.

**ARTICLE 7
DEFINITION OF EMPLOYEES**

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

- A. Regular Full-Time Employees: Employees regularly scheduled on a permanent basis to work one hundred forty-four (144) hours per twenty-eight (28) day work period shall be considered as regular, full-time employees.
- B. Part-Time Employees: Employees who are regularly scheduled to work less than one hundred forty-four (144) hours per twenty-eight (28) day work period shall be classified as special, part-time employees. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status.

- C. Substitute Employees: These are employees who take the place of an employee on a non-permanent basis until the regularly assigned employee returns, or is replaced, provided the Employer is making a good faith effort to fill the position. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status. Such employees may be used to cover vacancies created by employee separations as long as that employee has a legal right to return to that position, or if the Employer is actively seeking a new employee, until the vacancy is filled.

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

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

ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 1.

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

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

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

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

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

Section 2. Procedure.

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

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

Step 2: (a) If the matter remains unsettled, and the grievant and/or Union wishes to carry it further, the Union steward shall refer the matter to the Union Representative.

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

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

Step 3:

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

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

At any point during the grievance procedure, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance. The

mediator will not have the authority to impose a resolution unless both parties inform him in advance that they will accept his opinion as binding.

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

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

ARTICLE 9 DISCIPLINARY PROCEDURE

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

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

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

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

Section 4. Meeting. At any meeting between a representative of the County and an employee in which discipline (including warnings which are to be recorded in the personnel file,

suspension, demotion or discharge for cause) is to be announced, a Union Representative may be present, if the employee so requests.

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

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

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

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

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

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

Discharge. The Sheriff will discuss the offense with the employee. A written record of the meeting stating the offense and the action to be taken shall be prepared by the Sheriff and they shall review the discharge notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the employee and the Sheriff

must appear on all copies indicating that the employee has read and received the discharge notice. Only the Sheriff can terminate an employee.

ARTICLE 10 SENIORITY

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

Seniority shall be on a bargaining unit-wide basis, 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 10, Section 7, 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.

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

Section 3. Seniority Lists.

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

deemed as accurate and binding by all parties and any objections thereto shall be waived.

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

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

Section 5. Job Posting.

- A. If there is a vacancy in an entry level bargaining unit job or when a new classification is created, the Employer will post notice of the vacancy for five (5) working days and shall provide the Union a copy of the posting. The posting shall indicate the classification of work and pay grade. Any employee who wishes to be considered for a permanent transfer to such job shall sign the posting and shall

notify the Sheriff that he/she has done so. 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 positions, provided the employee is qualified. The Employer 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.

- B. Job Advancement. Promotions within a department shall be made by the Employer, first from any qualified bargaining unit employees in that department, as determined by the Employer. In selecting employees for promotion, the Employer shall consider the factors of performance, experience, training and seniority. The employee receiving the highest rating shall receive the promotion. In the event the Employer determines that there are no qualified bargaining unit employees in the department, the position will be filled as provided in subsection A above.
- C. Trial Period. Employees assigned to vacancies or new positions shall serve a six (6) month trial period with an option to extend for an additional six months and will be given a minimum of sixty (60) days to demonstrate their qualifications and ability to fill such vacancies or positions. The Employer shall have the right to return the employee to his/her original classification at any time during the trial period after the minimum sixty (60) day period, if the Employer has sustainable grounds to believe the employee cannot perform the work. After the trial period, without removal, the employee will be deemed capable of doing the work and will no longer be subject to removal except for just cause. If the employee is returned to his/her original classification, there shall be no loss of seniority in the original classification.

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

Section 7. Seniority on Return to Work. An employee who is subject to the jurisdiction of the Union, within the sheriff department, who has been in the past or will be in the future promoted to a position outside of the bargaining unit (within the sheriff department), 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/she shall lose his/her seniority within the bargaining unit. He/she, however, shall only lose that period of seniority which represents the period of time that said employee works outside of the bargaining unit.

ARTICLE 11 LAYOFF AND RECALL

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

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

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

Section 4. Recall Procedure.

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority as defined in Section 1 above, provided they have the ability to perform the work.
- B. Notice of recall shall be sent to the employees at their last known addresses by certified mail with return receipt requested. If an employee fails to report for work within five (5) working days from the receipt of notice of recall or by the date the recall notice is returned to the County as undeliverable, she shall be considered to have voluntarily terminated her employment. It shall be the employee's responsibility to keep the Employer informed of her current address.

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

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

Section 6. Layoff Alternatives.

- A. Voluntary Layoffs. When faced with a layoff, the Employer may solicit voluntary layoffs from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of solicitations the length of such layoffs. If the employee shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the

employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above.

ARTICLE 12 PAID LEAVES

Section 1. Sick Leave.

- A. Sick Leave Accumulation. Full-time employees covered by this Agreement shall accumulate one (1) day of sick leave for each month of his/her continuous employment for the employee's personal illness or injury incurred off the job, except no more than one hundred twenty (120) work days of paid sick leave shall be accumulated at any time.
- B. Payment Upon Separation. Regular full-time employees shall receive one-half (½) of all unused accrued sick leave earned up to a maximum of forty-five (45) days of sick leave in the case of the following separations from employment:
- 1) Upon retirement or resignation of a bargaining unit member, provided they provide two (2) or more weeks prior written notice of their retirement or resignation to the Employer;
 - 2) Upon a bargaining unit member's death, payment shall be made to the employee's beneficiaries.
- C. Non-Payment Upon Separation. All sick leave credits shall be canceled and shall not be reinstated or paid for upon the resignation of a bargaining unit employee with less than two (2) weeks prior written notice to the Employer.
- D. Sick Leave Use. Sick leave days may be utilized for the following:
- 1) An employee's own personal illness or injury.
 - 2) Up to fifteen (15) leave days per year may be used to care for an employee's immediate family, as defined in Section 2 below, where the employee's attendance is essential for their immediate family members.
- E. Notification. An employee utilizing sick leave shall inform the Sheriff or his designee of the fact and the reason therefore by calling within one (1) hour of when his/her scheduled work day begins. Failure to provide such notification will disqualify the employee from use of sick leave and may result in disciplinary action.

- F. Return Date. If the employee is aware of the anticipated duration of his/her leave and, in any event, in cases in which the leave shall exceed five (5) working days, the employee shall advise his/her immediate supervisor of his/her anticipated date of return.
- G. Illnesses at Work. Employees who report to work and thereafter become ill shall be paid for those hours worked, plus may, if requested, be paid for sick leave at their regular straight time rate for the remainder of their regularly scheduled shift.
- H. Illnesses While on Vacation. Employee shall be allowed to use sick leave, if he/she becomes ill while on vacation and provided that said illness exceeds three (3) days and is verified by a medical doctor.
- I. Verification. The Sheriff may verify the nature and extent of an illness or injury for which sick leave is used. A doctor's certificate shall be required for an illness or injury extending over a five (5) day period, when the Employer has a reasonable basis to believe there is abuse of sick leave.
- J. Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:
- 1) For days of absence other than regularly scheduled work days of the employee.
 - 2) For periods where an employee is laid off or during an approved unpaid leave of absence.
 - 3) Prior to an employee being credited with sick leave.

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

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

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

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

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

Section 5. Duty Incurred Disability Leaves.

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

ARTICLE 13
LEAVES OF ABSENCE WITHOUT PAY AND WITHOUT BENEFITS

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

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

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

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

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

- C. The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a health or injury leave, or from any absence from employment during which time the employee has received workers' compensation benefits, if the Employer questions the employee's physical ability to work or if the employee's presence at the County may endanger his/her health and safety, or that of the County, public and/or other employees.
- D. The Employer may request an employee to submit to a second physical examination with a physician designated by the County as provided in Article 23, Section 2.

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

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

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

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

ARTICLE 14 HOLIDAYS

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

New Year's Day
President's Day
Good Friday
Easter
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas
New Year's Eve

Section 2. Dates Observed. Said holidays will be observed on the nationally designated date. The term "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.

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

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

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

Section 6. Probationary Employees. Probationary employees will not be eligible for holiday pay. However, upon successful completion for the probationary period, the Employer shall pay employees for any recognized holidays that were observed during their probationary period.

ARTICLE 15 VACATIONS

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

Section 2. Vacation Benefit.

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

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

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

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

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

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

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

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

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

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

Section 7. Payment Upon Separation.

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

- 1) Upon the retirement or resignation of a bargaining unit member, provided they provide two (2) or more weeks prior written notice of their retirement or resignation to the Employer;
 - 2) Upon a bargaining unit member's death, payment shall be made to the employee's beneficiaries;
 - 3) Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation, if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there has been a vacation payoff, there shall be no restoration of that vacation credit upon return to the work force.
- B. All vacation leave credits shall be canceled and shall not be reinstated or paid for in the case of the following separations from employment:
- 1) Upon any separation of an employee with less than one (1) year continuous service;
 - 2) Upon the resignation of a bargaining unit employee with less than two (2) weeks prior written notice to the Employer.

ARTICLE 16 HOURS OF WORK, OVERTIME AND PREMIUM PAY

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

Implementation of 6-3 Schedule for Duration of Agreement. It is understood by both parties that this schedule can only be changed with approval of the Sheriff and a majority vote of the members in the appropriate affected division. The 6-3 schedule may be abandoned during extended manpower shortages or reductions in force, subject to reinstatement of the 6-3 schedule upon the restoration of manpower to previous levels.

Section 2. The standard pay period for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight fourteen (14) days hence.

Section 3. ^{week period 50.} Employees working over one hundred sixty-two (162) hours in any twenty-eight (28) day ^{week period 50.} will be paid at a rate of time and one-half (1-1/2X) of their regular rate for time worked over one hundred sixty-two (162) hours.

Section 4. Employees working in excess of their regular work shift will be paid at the rate of time and one-half (1-1/2X) of their regular rates.

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

Section 6. 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.

Section 7. 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. (Note: Travel time is included.)

Section 8. 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 16, Section 2.

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

Section 9. 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.

Section 10. 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.

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

ARTICLE 17 JURY DUTY

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

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

ARTICLE 18 HOSPITALIZATION, LIFE INSURANCE, AND PROFESSIONAL LIABILITY INSURANCE

Section 1.

- A. Prior to ratification, 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 the County.
- B. Effective as soon as possible after ratification, the Employer will pay the full premium for employees and their families coverage of Michigan Blue Cross/Blue Shield Community Blue PPO Plan 2 with a \$10.00 drug co-pay and 3 month drug mail order rider.
- C. The Employer and the Union agree to create a Joint Health Insurance Committee with 1 member from each union (911, Courthouse, Sheriff Department, Lieutenants and with non-union) and management representatives that will study

health insurance options during the next year and recommend to the Board of Commissioners and bargaining units alternative insurance options to be implemented no later than October 1, 2001.

- D. 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.

Section 2. The Employer agrees to provide employees with Professional Liability Insurance.

Section 3. 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.

Section 4. If an eligible employee has health insurance available from another source, they may waive coverage and receive \$100.00 per month in lieu of such coverage. This provision shall be effective upon the County providing an IRS Section 125 Plan allowing the waiver. Employees waiving coverage may be limited to re-enrolling only during open enrollment periods. If both a husband and wife, or an employee and dependent are employees of the County, the payment provision in lieu of health insurance coverage as stated above shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article.

ARTICLE 19 LONGEVITY

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

ARTICLE 20 RETIREMENT

Regular full-time employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall be covered by such retirement system under the B-3 plan, with the F-55/15 years waiver, V-10 and E-2 and FAC-3 riders. The employee shall contribute 2.3% of employee's salary to the pension plan through payroll deduction. If available by MERS, employee has option to purchase two years military time.

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 the number of years worked under this plan after January 1, 1983.

ARTICLE 21 UNIFORM ALLOWANCE

The Employer shall furnish a complete applicable uniform for any starting Deputy Sheriff or Corrections Officer, provided, however, that uniforms shall be returned upon termination of employment. The Employer shall pay a uniform maintenance allowance of \$500.00 on the first payroll period after October 1 of each year for each full-time uniformed employee covered by this agreement that has completed at least one (1) year of service by that October 1st.

ARTICLE 22 TRAVEL ALLOWANCE

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

A. Mileage Allowance.

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

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

- 1) Attendance at a meeting, convention, conference or seminar shall have the prior approval of the Sheriff or Personnel Committee of the Board of Commissioners.
- 2) Travel by private automobile shall be reimbursed at the rate as provided in section (2) above.

- 3) If transportation is by an Employer-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of receipts for same.
- 4) If travel is by common carrier, coach fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- 5) Reimbursement for meals will not exceed the rate adopted by the County Board of Commissioners and shall be reimbursed after receipts are provided with the expense vouchers.
- 6) When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- 7) Tolls, telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.
- 8) Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- 9) Expense Vouchers shall be submitted within four (4) weeks following the convention, conference, seminar or meeting attended by the employee and shall be paid within four (4) weeks of submission, unless there is a question as to any of the receipts.
- 10) The Board of Commissioners may determine that certain items will not be reimbursed under any circumstances, including, but not limited:
 - a) Travel insurance;
 - b) Laundry or dry cleaning; or
 - c) Hospitality or entertainment expense.

ARTICLE 23 PHYSICAL EXAMINATION

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

presence at the work site may endanger his/her health or safety or that of other employees or the public.

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

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

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

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

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

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

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

ARTICLE 24 GENERAL PROVISIONS

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

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

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

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

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

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

Section 7. Binding Effect. The terms and conditions of this Agreement shall be binding upon the parties, and upon the Department employees and management, upon ratification of

the Agreement by the bargaining unit members and by the Menominee County Board of Commissioners.

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

Section 9. The Sheriff will establish a vehicle inspection program as prescribed by licensed dealer.

ARTICLE 25 COMPENSATION

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

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

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

Section 4. Retroactive Wages and Benefits. Retroactive compensation and benefits shall be provided only to persons working for the County as of the date of ratification by both parties and shall be paid only as to the clothing allowance, as provided in Article 21, and as to wages, as provided in Appendix A. Retroactive wages shall be calculated off the gross compensation as reflected on each eligible employee's W-2.

Section 5. Lump Sum Payment. In addition to the wages provided in Appendix A, the Employer agrees to pay bargaining unit employees working for the County as of the date of ratification by both parties a one-time lump sum signing bonus payment which will not be added to the Appendix A wage scales. This lump sum payment shall be calculated at the rate of one percent (1%) of the employee's current annual base rate on the date of ratification, as calculated under the 1997 wage scales.

**ARTICLE 26
TERMINATION AND MODIFICATION**

Section 1. Termination and Modification. This Agreement shall continue in full force and effect until September 30, 2003.

- A. If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same. It shall not be obligatory on either party, however, to reopen negotiations during the agreed-upon period for effectuation of this Contract.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.
- C. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, addressed, if to the Union: to Teamsters Local 328, 517 Ludington, P.O. Box 605, Escanaba, Michigan 49829; and if to the Employer, addressed: Menominee County Board of Commissioners, 839 Tenth Avenue, Menominee, Michigan, 49858; or to any such address as the Union or the Employer may make available.

SIGNATURES

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

FOR THE UNION:

Susan Gorske

FOR THE EMPLOYER:

Patricia Anderson
County Board Chairperson

Floyd Bergen
Personnel Committee Chairperson

Thomas Unger
County Sheriff

APPENDIX "A"
COMPENSATION

Section 1. October 1, 1998.

	Start	1 Year	2 Year	3 Year	4 Year
Road Sergeant	30,673 14.75	31,528 15.16	32,383 15.57	33,238 15.98	34,097 16.39
Jail Sergeant	29,503 14.18	30,325 14.58	31,147 14.97	31,969 15.37	32,794 15.77
Road Patrol Officer	28,216 13.56	29,002 13.94	29,788 14.32	30,572 14.70	31,362 15.08
Corrections Officer	25,291 12.16	25,993 12.50	26,697 12.83	27,399 13.17	28,106 13.51
Bailiff	23,632 11.37	24,309 11.69	24,966 12.00	25,622 12.32	26,281 12.63
Cook (35 hours)	14,350 7.88	14,743 8.10	15,138 8.32	15,531 8.53	15,926 8.75

Section 2. October 1, 1999.

	Start	1 Year	2 Year	3 Year	4 Year
Road Sergeant	31,593 15.19	32,474 15.61	33,354 16.03	34,235 16.46	35,120 16.88
Jail Sergeant	30,388 14.61	31,235 15.02	32,081 15.42	32,928 15.83	33,778 16.24
Road Patrol Officer	29,062 13.97	29,872 14.36	30,682 14.75	31,489 15.14	32,303 15.53
Corrections Officer	26,050 12.52	26,773 12.87	27,498 13.22	28,221 13.57	28,949 13.92
Bailiff	24,362 11.71	25,038 12.04	25,715 12.36	26,391 12.69	27,069 13.01
Cook (35 hours)	14,780 8.12	15,185 8.34	15,592 8.57	15,997 8.79	16,404 9.01

Effective October 25, 1999, the following classifications will be added:

	Start	1 Year	2 Year	3 Year	4 Year
Corporal Road Patrol Officer	30,098 14.47	30,090 14.86	31,720 15.25	32,531 15.64	33,342 16.03
Corporal Corrections Officer	27,082 13.02	27,810 13.37	28,538 13.72	29,266 14.07	29,994 14.42

Section 3. October 1, 2000.

	Start	1 Year	2 Year	3 Year	4 Year
Road Sergeant	32,541 15.64	33,448 16.08	34,355 16.52	35,262 16.95	36,174 17.39
Jail Sergeant	31,300 15.05	32,172 15.47	33,043 15.89	33,916 16.30	34,791 16.73
Corporal Road Patrol Officer	31,001 14.90	31,836 15.30	32,672 15.71	33,507 16.11	34,342 16.51
Road Patrol Officer	29,934 14.39	30,768 14.79	31,602 15.19	32,434 15.59	33,272 16.00
Corporal Corrections Officer	27,894 13.41	28,644 13.77	29,394 14.13	30,144 14.49	30,894 14.85
Corrections Officer	26,831 12.90	27,576 13.26	28,323 13.62	29,068 13.97	29,817 14.33
Bailiff	25,093 12.06	25,789 12.40	26,486 12.73	27,183 13.07	27,881 13.40
Cook (35 hours)	15,223 8.36	15,641 8.59	16,060 8.82	16,477 9.05	16,896 9.28

Section 4. October 1, 2001.

	Start	1 Year	2 Year	3 Year	4 Year
Road Sergeant	33,517 16.11	34,451 16.56	35,386 17.01	36,320 17.46	37,259 17.91
Jail Sergeant	32,239 15.50	33,137 15.93	34,034 16.36	34,933 16.79	35,835 17.23
Corporal Road Patrol Officer	31,931 15.35	32,791 15.76	33,652 16.18	34,512 16.59	35,372 17.00
Road Patrol Officer *	30,832 14.82	31,691 15.24	32,550 15.65	33,407 16.06	34,270 16.47
Corporal Corrections Officer	28,731 13.81	* 29,503 14.18	30,276 14.55	31,048 14.93	31,821 15.30
Corrections Officer	27,636 13.29	28,403 13.65	29,173 14.02	29,940 14.39	30,712 14.76
Bailiff	25,846 12.42	26,563 12.77	27,281 13.11	27,998 13.46	28,717 13.81
Cook (35 hours)	15,680 8.61	16,110 8.85	16,542 9.09	16,971 9.32	17,403 9.56

Section 5. October 1, 2002.

	Start	1 Year	2 Year	3 Year	4 Year
Road Sergeant	34,523 16.60	35,485 17.06	36,448 17.52	37,410 17.98	38,377 18.45
Jail Sergeant	33,206 15.96	34,131 16.41	35,055 16.85	35,981 17.30	36,910 17.74
Corporal Road Patrol Officer	32,889 15.81	33,775 16.24	34,662 16.66	35,547 17.09	36,433 17.51
Road Patrol Officer	31,757 15.27	32,642 15.69	33,526 16.12	34,409 16.54	35,267 16.95
Corporal Corrections Officer	29,593 14.23	30,388 14.61	31,184 14.99	31,979 15.37	32,776 15.76
Corrections Officer	28,465 13.68	29,255 14.06	30,048 14.45	30,838 14.82	31,633 15.21
Bailiff	26,621 12.80	27,360 13.15	28,099 13.51	28,838 13.86	29,579 14.22
Cook (35 hours)	16,150 8.87	16,593 9.12	17,038 9.36	17,480 9.60	17,925 9.85

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