

12/31/91

DEC - 1 1988

AGREEMENT

BETWEEN THE

COUNTY OF CHIPPEWA

AND THE

CHIPPEWA COUNTY SHERIFF

-AND-

THE STATE LODGE OF MICHIGAN

FRATERNAL ORDER OF POLICE LABOR COUNCIL

January 1, 1988

TO

December 31, 1991

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Chippewa County

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AGREEMENT

Section 1. THIS AGREEMENT entered into on this _____ day of _____, 19__ and effective on the First Day of January, 1988, between the Chippewa County Board of Commissioners, hereafter referred to as the "County", and the Chippewa County Sheriff, hereafter referred to as the "Sheriff", as Co-Employers, hereafter referred to as "EMPLOYER", and the Michigan Fraternal Order of Police Labor Council, hereafter referred to as the "UNION".

PURPOSE AND INTENT

Section 2. 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 UNION. The parties recognize that the interest of the community and the job security of the employees depend upon the EMPLOYER'S success in establishing proper service to the community. Such services may also be determined by applicable Federal, State, and/or local laws. 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.

LANGUAGE

Section 3. Unless otherwise expressly defined in this Agreement all words shall connote their common meaning. The headings used in this Agreement are for reference only. Wherever, in this Agreement, masculine or feminine pronouns appear they are used for literary purposes and are meant in the generic sense.

DEFINITIONS

Section 4. EMPLOYEE: The term "employee" as used in this Agreement shall refer to and include only those full time hourly employees employed by the EMPLOYER and recognized by this Agreement in Section 5. All supervisory, salary, temporary, and part-time employees employed by the EMPLOYER are excluded from all provisions of this Agreement.

RECOGNITION

Section 5. EMPLOYEES COVERED: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYER does hereby recognize the UNION as the exclusive representative for the purpose of collective bargaining

with respect to rates of pay, wages, hours of employment, and certain other conditions of employment for the term of this Agreement of all full-time employees of the EMPLOYER included in the bargaining unit classifications described as follows: "Dispatcher, Deputies & Sergeants".

Section 6. EXTRA CONTRACT AGREEMENTS: The EMPLOYER agrees not to enter into any agreement with any other Labor Organization with respect to the Employees covered by this Agreement, nor any Agreement or contract with Employees covered by this Agreement, individually or collectively, which conflicts with the expressed term of this Agreement, during the term of this Agreement.

Section 7. NEW CLASSIFICATIONS: If, during the terms of this Agreement, the EMPLOYER desires to establish a new job classification, it shall give notice to the UNION not less than thirty (30) days prior to the implementation of the new classification. Said notice shall include the title of the new classification, a brief description of the job to be performed, and the applicable rate(s) of pay.

Section 8. SERGEANTS & SUPERVISORS: Sergeants shall be members of the bargaining unit and shall serve in the capacity of a work leader. In that capacity the Sergeant will relay all orders, directives, and policies promulgated by the Sheriff (or designee), to all Employees. The Sergeant shall see that such orders, directives, etc. are carried out and shall report any deviations. The Sergeant shall have no decision making authority in any disciplinary action.

Section 9. DISPLACEMENT: Supervisors or other non-bargaining unit personnel shall not be used by the EMPLOYER to perform bargaining unit functions in a manner which would directly cause the layoff of any bargaining unit member.

REPRESENTATION

Section 10. STEWARDS: The EMPLOYER recognizes the right of the UNION to designate a Steward and Alternate from the seniority list of the Bargaining Unit described in Section 37. Once the Steward and the Alternate are selected their names will be submitted to the EMPLOYER within ten (10) working days.

Section 11. DUTIES OF STEWARD: When requested by an Employee the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation. With prior approval from the immediate non-bargaining unit supervisor, the Steward or Alternate may be allowed reasonable time off during working hours without loss of pay or benefits. Where an Employee presents his/her own grievance without the intervention of the Steward or Alternate, said Steward or Alternate shall be given the opportunity to be present if the Employee requests.

Section 12. NO OVERTIME COMPENSATION: It is expressly agreed that the EMPLOYER shall not be liable to pay overtime compensation to any Employee for direct or indirect UNION related activity.

Section 13. BARGAINING COMMITTEE: The EMPLOYER agrees to recognize not more than three (3) non-probationary permanent Employees of the Bargaining Unit as a Bargaining Committee, provided that during negotiations, no more than one (1) of the said Committee shall be on duty. The UNION shall furnish the names of the Committee members to the EMPLOYER in writing. The EMPLOYER and the UNION shall both have the right to consult with or be represented by any one (1) or more outside professional representatives at any stage of negotiations or contract administration.

Section 14. EMPLOYER REPRESENTATIVES: The EMPLOYER shall be the County of Chippewa, represented by the Compensation Committee and the Controller (or other officials as designated by the County Board) and the Chippewa County Sheriff, (or Under Sheriff when designated by the Sheriff). Reference in this contract to any of these positions specifically refers to individual responsibilities and not in the "joint" EMPLOYER capacity.

RESPONSIBILITY

Section 15. NO LOCKOUTS: The EMPLOYER agrees that for the duration of this Agreement, in consideration of the promise of the UNION in Section 16, there shall be no lockouts.

Section 16. NO STRIKE: The parties hereby mutually agree and recognize that the services performed by the Employees are essential to the public health, safety, and welfare. The UNION therefore agrees that there shall be no interruption of services for any cause whatsoever by the Employees it represents, nor shall there be a concerted failure by them to report for their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of their work. The UNION further agrees that there shall be no strike, sit-down stoppages of work, or any acts that interfere with the services of the EMPLOYER as long as this Agreement is in force.

Section 17. PENALTY: Union members will not engage in Union activity on the EMPLOYER'S time, or engage other Employees in Union activity while such Employees are on the EMPLOYER'S time, except as specifically provided by this Agreement. Failure or refusal on the part of any Employee fully to observe and obey any and all provisions of this Section, and of Section 16, shall, at the option of the EMPLOYER be sufficient grounds for disciplinary action.

MANAGEMENT RIGHTS

Section 18. RIGHTS: The County, on its own behalf and on behalf of the electors, and the Sheriff of Chippewa County, on his/her own behalf, hereby reserve and retain unto themselves, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitutions of the State of Michigan and of the United States. Further, the management of the Sheriff's Department and the direction of the work force including but not limited to the right to determine what work will be done in what order and by Whom; the right to determine whether overtime is required and how much; the right to establish standards of performance and conduct and to be the sole judge of the Employees' performance and conduct in connection with those standards; the right to hire, promote, demote, layoff, recall, transfer, suspend for just cause, discipline and discharge any Employees for just cause; the right to change and/or introduce new and improved operating methods and facilities; the right to set policies for the department; the right to determine work schedules and shifts; the right to decide the number of employees needed at any one time and the right to adopt rules and regulations governing Employees' dress, conduct, and work performance shall be vested exclusively with the EMPLOYER. The EMPLOYER shall have the right to adopt and enforce rules and regulations concerning standards of conduct and performance of duties of Department personnel and to otherwise govern the employment relationship. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the EMPLOYER, the adoption of policies, rules, regulations, and practices, and the use of judgment and discretion in connection therewith shall be subject to review by means of arbitration, pursuant to the Grievance Procedure established in this Agreement.

Section 19. NO DISCRIMINATION: The parties hereto agree that there shall be no discrimination in the application of this Agreement or work rules thereunder on the basis of race, creed, color, national origin, age, sex, or union membership.

UNION SECURITY

Section 20. AGENCY SHOP: As a condition of employment, all Employees included in the bargaining unit as set forth in Section 5 of this Agreement shall either become members of the UNION or shall pay the monthly labor service fee that is uniformly required of all union members to the UNION thirty-one (31) days after the start of their employment with the EMPLOYER or the effective date of this Agreement, whichever is later. An Employee shall be deemed as in compliance with this section if the payment of Union dues or the monthly service fee is not more than thirty (30) days in arrears. In the event an Employee becomes delinquent thirty (30) days or more in the payment of such dues or fees, said

Employee shall be separated from employment by the EMPLOYER following written notice and demand thereof by the UNION.

Section 21. DUES CHECKOFF: Dues shall be paid by payroll deduction. The County agrees to make such payment for all Employees upon receipt of a signed Dues Check-Off Card from each Employee. The UNION shall provide the Check-Off Cards, a copy of which follows:

Section 22. SAVE HARMLESS CLAUSE: The UNION shall intervene, indemnify, defend, and save the EMPLOYER harmless against any and all claims, demands, suits, liability and action which may directly or indirectly arise out of the deduction of the UNION membership dues, service fees pursuant to any portion of this Agreement.

SPECIAL CONFERENCES

Section 23. CONFERENCES: Special Conferences for important matters or disputes of mutual concern may be scheduled upon the request of either party. Such meetings shall be between at least two (2) representatives of the UNION and at least two (2) representatives of the EMPLOYER. A proposed agenda of the matters to be taken up at the Special Conference shall be submitted at the time a special conference is proposed, by the requesting party. After a special conference is scheduled and an agenda has been accepted by the parties, discussion at the conference will be confined to those topics included in the agenda unless otherwise agreed to in writing by the parties at the conference.

Section 24. LIMITATIONS: Special Conferences shall not be used as a substitute for the grievance procedure provided by this Agreement nor shall Special Conferences become a substitute for the negotiations process.

Section 25. GENERAL PROVISIONS: The UNION Representatives may meet on the EMPLOYER'S property for at least one (1) hour immediately preceding the Conference in a room designated by the EMPLOYER, provided UNION members will not be compensated for time spent in preparation for a Special Conference. All reasonable efforts will be made to hold special Conferences during non-working hours, however, if Special Conferences are held during a designated UNION representative's regularly scheduled shift, said Employee shall be compensated for time spent in such Special Conferences.

GRIEVANCE PROCEDURE

Section 26. INTENT: It is the intent of both parties to this Agreement that the Grievance Procedure set forth herein shall serve as means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment.

Section 27. DEFINITION: For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement, as written.

Section 28. PROCEDURE: All grievances shall be processed in the following manner:

- Step 1: The UNION or the aggrieved Employee shall submit the grievance orally to the Employee's immediate non-bargaining unit supervisor. Said supervisor shall give an oral answer to the UNION and the aggrieved Employee within seventy-two (72) hours of receiving the complaint. The oral grievance presentation and answer should be noted in writing, and a copy retained by each party. If the complaint is not satisfactorily settled at this point, it shall proceed to Step 2.
- Step 2: The grievance shall be prepared in writing and shall state the facts on which it is based, when they occurred, the section(s) of the Agreement which have allegedly been violated, and the remedy desired. The written grievance shall be submitted to the Sheriff within seven (7) calendar days of the event complained of, with a copy to the Controller. The Sheriff (or designee) shall give a written answer to the UNION within seventy-two (72) hours of receiving the written grievance with a copy to the Controller.
- Step 3: If the answer in Step 2 does not effect a settlement, the grievance shall be referred to the Sheriff (or designee) and the Controller (or designee) and a representative of the State FOP Labor Council. They, together with the Steward, shall meet at the office of the Sheriff within fourteen (14) days of the answer in Step 2, for the purpose of discussing the grievance and attempting to reach a solution. Within seven (7) days of the conclusion of this meeting, the Sheriff (or designee) and the Controller (or designee) shall submit their decision in writing to the UNION.

Step 4: If a settlement is not effected in Step 3, the party initiating the grievance shall have the right to submit the matter to an impartial arbitrator, provided, however, that said party shall give written notice to the other party of its intention to arbitrate within twenty (20) days of receipt of the answer in Step 3. If the right to arbitration is exercised, the party initiating the grievance shall promptly submit a request for arbitration under the provisions of the Rules and Regulations of the Federal Mediation and Conciliation Service. The parties will select an arbitrator from among a list of seven (7) arbitrators presented by FMCS. By mutual consent the parties may reject the entire panel and request a second panel of seven (7) arbitrators from FMCS.

The cost of the arbitrator shall be borne equally by the EMPLOYER and the UNION and the decision of the Arbitrator shall be final and binding on the parties.

Any arbitrator selected or appointed under this section shall only have jurisdiction and authority to interpret and apply the provisions of this Agreement as written insofar as it shall be necessary for the determination of the grievance before him/her. The arbitrator shall have no jurisdiction or authority to add to, subtract from, alter, or amend in any way the provisions of the Agreement.

Section 29. GENERAL PROCEDURES: In all steps of the grievance procedure previously described, either the EMPLOYER or the UNION shall have the right to specify that the aggrieved Employee, the Employee's superior or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the EMPLOYER and the UNION.

Time limits at any step of the grievance may be extended by mutual agreement of all the parties involved. Such extension agreements shall be reduced to writing and signed by both parties. In the event that the UNION or the Grievant does not appeal from one step to another within 24 hours of the expiration of the EMPLOYER'S time limit for response, the grievance shall be considered as settled on the basis of the EMPLOYER'S last answer. Failure of the EMPLOYER to respond within the time limits shall be considered a denial of the grievance and it may be automatically processed to the next step, including arbitration. Saturdays, Sundays, and Holidays shall not be counted as days in the time limits included in this grievance procedure.

Each grievance when reduced to writing on forms provided by the UNION shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement may be revised not later than at the first meeting in Step 3 to state the sections of this Agreement under which the Grievant feels entitled to relief. No written grievance statement may contain more than one (1) grievance. Any grievance which does not comply with responses shall contain a clear and concise statement of the reasons for denial.

Section 30. SETTLEMENT: The grievance procedure shall stop at any point when the parties reach a satisfactory settlement. The settlement of any grievance shall be reduced to writing and signed by the Grievant and representatives of the UNION and the EMPLOYER. Each party shall receive a copy of the signed settlement agreement.

DISCIPLINE, SUSPENSION & DISCHARGE

Section 31. GENERAL POLICY: The EMPLOYER is responsible for fair, impartial, and swift administration of all employee related disciplinary matters. The basis for such discipline shall be the Department work rules, this Agreement, and the laws of the United States and the State of Michigan.

Section 32. JUST CAUSE: No Employee who is covered by this Agreement shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause. "Just cause" which will justify a disciplinary action should be in connection with the Employee's work, and should reflect a willful disregard of the EMPLOYER'S interests.

Section 33. SPECIFIC OFFENSES: The following major offenses are not inclusive of all such offenses, but are examples of offenses which are grounds for discipline and/or immediate dismissal for just cause.

- A. Drinking during working hours, or being under the influence of liquor or drugs during working hours, or bringing drugs or intoxicants onto the working premises.
- B. Calling or participating in a strike, walk-out, or slowdown.
- C. Theft or dishonesty.
- D. Insubordination.
- E. Disorderly conduct.
- F. Falsification of records.
- G. Use of foul or abusive language.
- H. Giving or taking a bribe as an inducement to obtaining work or retaining a position.
- I. Failure to report for duty without bonafide reasons.
- J. Abuse of sick leave.

- K. Neglective duty.
- L. Unprovoked assault on the EMPLOYER or EMPLOYER'S representative during working hours.
- M. Punching the time clock of another Employee.

Section 34. PROGRESSIVE DISCIPLINE PROCEDURE: Immediate discharge is reserved for those major offenses which, in the opinion of the EMPLOYER, endanger the safety of the public and/or other Employees, which are a clear violation of law, or other situations where corrective actions are not feasible. For other offenses, the following system of progressive discipline shall be followed. The following factors shall be considered in the process.

- A. Seriousness of the Employee's action and its harm to the EMPLOYER.
- B. Length of the Employee's service with the EMPLOYER and past record.
- C. Prior notice or warning to the Employee that action was improper.
- D. Discipline administered in other cases for similar offenses.
- E. Work rules or basis for discipline must be reasonable.
- F. There must be a fair investigation and adherence to Employee's rights.
- G. There must be sufficient proof of guilt.
- H. The EMPLOYER'S action must not be discriminatory.
- I. In imposing any discipline on a current charge, the EMPLOYER will not base the decision on any prior infractions which occurred more than 2 years previously unless the previous infraction is directly related to the current charge.

Step 1: The Sheriff (or designee) shall provide the Employee with a verbal warning and indicate the steps to be followed if such behavior continues.

Step 2: If the unacceptable behavior/actions persist, the Sheriff (or designee) shall provide the Employee with a written reprimand containing a formal statement of the Offense and the reasons for the disciplinary action. The Employee will sign and date the reprimand which will be placed in his/her personnel file.

Step 3: The Sheriff (or designee) shall serve the Employee with an additional written reprimand, noting that it follows both verbal and written warnings, and said Employee shall be suspended, without pay, for three (3) working days. Documentation at this step will be signed and dated by the Employee, the EMPLOYER and a representative of the UNION and will be placed in the Employee's personnel file.

Step 4: If, after the afore-described procedure has been followed, the Employee continues to display unacceptable behavior, said Employee shall be discharged. The EMPLOYER will notify the Employee and the Steward of said discharge and the specific reasons thereof. The discharged Employee will be allowed to discuss the discharge with the Steward in a meeting room made available by the EMPLOYER, prior to the Employee being required to leave the EMPLOYER'S property. Upon request, the EMPLOYER will discuss the discharge with the Employee and/or Steward. .

SENIORITY

Section 35. DEFINITIONS: Seniority shall be defined as the length of an Employee's continuous full-time service with the Chippewa County Sheriff's Department since the Employee's last date of hire. Classification seniority shall be defined as the length of an Employee's continuous full-time service in the current classification commencing with the Employee's last date of hire in that classification. An Employee's "last date of hire" shall be the most recent date upon which full-time employment commenced. Employees who commence full-time employment on the same date shall be placed on the seniority list in alphabetical order of surnames. Any employee who changes his/her surname between the time when employment is commenced and the time when seniority is attained shall be placed on the seniority list according to the first letter of his/her surname at the time of employment.

Section 36. PROBATIONARY PERIOD: When a new employee is hired he/she shall be considered a probationary employee for the first twelve (12) months of service. During this period of probation, the UNION shall represent probationary Employees for the purpose of, but not limited to, rates of pay, wages, hours of work, and grievances concerning all aspects of the Agreement except those related to discharge or discipline. Probationary employees may be discharged or disciplined for any reason at the sole discretion of the EMPLOYER.

Section 37. SENIORITY LIST: The EMPLOYER shall maintain a seniority list at all times showing name, position, class, and seniority date. This list may be reviewed by the UNION upon request.

Section 38. LOSS OF SENIORITY: An Employee shall lose seniority for the following reasons:

- A. Employee resigns or quits.
- B. Employee is discharged or terminated from work and such discharge is not overturned by the grievance procedure contained in this Agreement.
- C. Employee retires.

- D. Employee is convicted of a felony or is convicted of a misdemeanor involving moral turpitude.
- E. Employee is laid off for a period of time equal to his/her seniority or one (1) year whichever is less.
- F. Employee is absent from work, including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff for three (3) consecutive working days without notifying the Sheriff (or designee), except where the failure to notify is due to circumstances beyond the control of the Employee.
- G. Employee falsifies reasons for leave of absence.

TRANSFERS AND VACANCIES

Section 39. PROMOTIONS: The Sheriff shall consider qualified Employees of the Department for promotional opportunities that become available. Selection of Employees for promotion shall be made by the Sheriff in his/her complete discretion based upon the Employee's seniority, experience, ability to perform the available work, training, and background. If, in the sole opinion of the EMPLOYER, no qualified applicant exists within the bargaining unit, the EMPLOYER may fill the position with non-bargaining unit personnel.

Section 40. TRANSFER OUTSIDE THE BARGAINING UNIT: If an employee covered by this Agreement is permanently transferred or promoted to a nonbargaining unit position with the Employer, he/she shall retain his/her seniority as of the date of the transfer or promotion and he/she shall, for a period of six (6) months, continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he/she is in the nonbargaining unit position. During the first six (6) months immediately following an employee's transfer or promotion to a nonbargaining unit position, the Employer may demote the employee to his/her former classification or the employee may request in writing to be returned to his/her former classification. The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his/her seniority shall be reinstated upon the date of his/her return and he/she shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining unit in excess of nine (9) months, his/her bargaining unit seniority shall be cancelled and he/she shall no longer be permitted to return to the bargaining unit with seniority.

Section 41. POSTING OF VACANCY: In the event of a permanent vacancy, a notice shall be posted on the Department bulletin board for five (5) full working days. The notice shall set forth the standard work requirements of the job, standard qualifications, and rate of pay.

LAYOFF AND RECALL

Section 42. DEFINITION: Layoff shall be defined as a reduction in the work force. Recall shall be defined as a return to work at a permanent position in the department from such layoff.

Section 43. ORDER OF LAYOFF: The first Employee to be laid off within the bargaining unit classifications affected shall be probationary and/or temporary employees. Layoff of permanent Employees shall be in reverse order of seniority within the job classification affected. Whenever practical, the EMPLOYER agrees to give ten (10) days advance notice to affected Employees before a layoff.

Section 44. TRANSFER TO OTHER JOB CLASSIFICATION: Within twenty-four (24) hours after receipt of layoff notice an Employee may request to be transferred to a lower paid job classification within the Department. The Employee must meet the following requirements for such request to be approved:

- A. The Employee must have greater departmental seniority than the Employee currently in the affected job classification.
- B. The Employee must have greater classification seniority than the Employee currently in the affected job classification.
- C. The Employee must be qualified to perform the work of said job classification.

If the Employee transfers to a lower paid job classification, said Employee shall receive the lower wage rate of that job classification.

Section 45. RECALL: Employees on layoff status who retain seniority shall be recalled for any permanent position which becomes open in which they have classification seniority and for which they are qualified. Such recalls shall be in the order of seniority with the most senior person being recalled first. The Sheriff shall notify the Employee of recall by Certified Mail to the Employee's last known address. If the Employee does not report within seven (7) day of the date the letter is sent, or such longer time as acceptable to the Sheriff, said Employee shall be deemed to have refused recall and be considered a voluntary quit. The EMPLOYER may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

HOURS OF WORK

Section 46. WORK WEEK AND WORK DAY DEFINITIONS: Any definition of an Employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the EMPLOYER of any number of hours per workday or per work week. The EMPLOYER

specifically reserves the right to reduce the number of hours per work week if operating or economic conditions warrant.

Section 47. NORMAL WORK WEEK AND WORK DAY: The normal work week for all permanent full time Employees shall consist of forty (40) hours of work. The normal work day for said Employees shall consist of eight (8) hours in a twenty-four (24) hour period commencing at 12:01 A.M. Upon mutual agreement between the EMPLOYER and the UNION the schedule may be modified to six (6) days on, three (3) days off, provided the Employee works 160 hours during a four (4) week period. Under this schedule the only overtime paid will be for hours worked in excess of the regular work schedule.

Section 48. LUNCH AND REST BREAKS: Employees will receive a 30 minute lunch break and two 15 work breaks during working hours, at the discretion of the Sheriff. Break/lunch time is not cumulative and cannot be used to offset work hours.

Section 49. PAY PERIOD: A normal pay period shall consist of eighty (80) hours in a fourteen (14) day period (Sunday through Saturday). Pay day shall be the Friday following the end of the pay period. When the regular Pay Day falls on a Holiday, payment shall be made on the day preceding the Holiday.

Section 50. OVERTIME: All time worked over eight (8) hours in a work day or over eighty (80) hours in a pay period shall be paid at the rate of one and one-half times the Employee's regular hourly rate. Overtime shall not be paid when more than eight (8) hours are worked in one day as a result of regularly scheduled shift changes.

Section 51. PYRAMIDING: Hours for which overtime or other premium pay are paid on one basis shall not be counted again for purposes of other overtime or premium pay.

Section 52. SCHEDULING: The Sheriff shall post a work schedule covering a four (4) week period at least forty-eight (48) hours prior to its implementation. The Sheriff shall have the right to change the posted schedule with the exception that an Employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding overtime.

Section 53. COMPENSATORY TIME OFF: Employees may elect to take compensation time off in lieu of overtime payment subject to the approval of the Sheriff. Such compensatory time off shall be computed at the rate of one and one half (1-1/2) hours for each hour of overtime worked. In accordance with Federal Labor Standards, such compensatory time off must be taken within the pay period in which it was earned.

Section 54. CALL-IN PAY: Employees ordered to work during their off duty time, including court appearances, shall receive no less than two (2) hours pay for reporting provided they are not notified beforehand not to report.

Employees required by the EMPLOYER to be on Official on-call status shall be paid at the straight time rate of 1 hour pay for each eight hours of official on-call status.

Section 55. SHIFT SWAPPING: Employees may agree to trade shifts with other Employees for one or more days at a time, for their own convenience, upon prior notification to and approval of the Sheriff or the Undersheriff. It is understood and agreed that no overtime shall result in any way for such voluntary changes, and for overtime and scheduling purposes, it is presumed that the shift trade did not occur.

Section 56. EQUALIZATION OF OVERTIME: The Sheriff shall maintain a roster of scheduled overtime and such overtime shall be distributed as equally as possible among the available employees in the classification concerned. Such roster shall include a record of overtime worked as well as overtime offered and refused. Notwithstanding the provisions of this section, emergency overtime work may be performed by any available qualified personnel in the classification which normally performs such work. Employees will not be considered for overtime while they are on vacation or leaves of absence either with or without pay.

Section 57. VOTING: If an Employee is scheduled to work during all the hours in which the polls are open, said Employee shall be allowed to vote while on duty.

HOLIDAY

Section 58. HOLIDAYS RECOGNIZED: The following shall be recognized as holidays:

New Year's Day	Labor Day
Lincoln's Birthday (Feb. 12)	Veteran's Day (Nov. 11)
Good Friday	Thanksgiving Day
Memorial Day (May 30)	Christmas Day
Independence Day	Employee's Birthday

Section 59. HOLIDAY PAY: Employees shall receive a holiday allowance of eight (8) hours straight time pay for each of the holiday if no work is performed thereon. For all hours worked on holidays, holiday pay at time and one-half shall be paid for the holiday in addition to the regular holiday allowance. Payment of holiday allowance (80 hours straight time) shall be made once per year on the first pay period in December. Time and one-half

payment for hours actually worked on a holiday shall be made in the pay period in which it occurs.

Section 60. ELIGIBILITY FOR HOLIDAY PAY: An Employee shall be eligible for holiday pay only under the following conditions:

- A. The Employee must work his/her regularly scheduled shifts prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.
- B. Exceptions to the preceding condition will be made when the Employee is on any Employer pre-authorized leave of absence, sick leave, or vacation leave.

Section 61. HOLIDAY HOURS: Employee shall be deemed to have worked on a holiday if said Employee's shift starts during the period 12:01 a.m. - 11:59 p.m. on the day of the Holiday, and such work, until the end of the shift, shall be considered work on a holiday.

Section 62. DAYS OFF: Any holiday which occurs on an Employee's regularly scheduled day off, and for which the Employee is paid a holiday allowance, shall not be considered as time worked for overtime purposes.

Section 63. HOLIDAY OFF: An Employee who wishes to receive the holiday off, should notify the Sheriff at least one (1) week in advance, and every effort will be made to arrange for a replacement.

Section 64. PART-TIME EMPLOYEES: As defined in the definition of this Agreement, afore-described part-time Employees are not eligible for the holiday pay benefits.

Section 65. VACATION PERIODS: Length of seniority shall determine eligibility for vacation days according to the following schedule:

After 1 Year	1 Week
After 2 Years	2 Weeks
After 6 Years	3 Weeks
After 12 Years	4 Weeks
After 18 Years	5 Weeks

Section 66. VACATION SCHEDULING: Prior to April 15th of each year, vacations shall be scheduled with the Sheriff. In the event of schedule conflicts between Employees, the most senior Employee shall have the first choice. Final determination of vacation schedules is left to the Sheriff, taking into account the needs of the department. Employees must be given the opportunity to take their vacation prior to the end of their anniversary year. Vacation time will not be allowed to accumulate from year to

year. If an Employee is prevented from taking his/her vacation during the year through the needs of the department, said Employee shall be permitted to take his/her vacation during the following year. Should an Employee be off sick during their scheduled vacation time, they may be permitted to change their vacation to another date which will not conflict with another Employee's vacation time. Consideration of such request is contingent upon prompt notice and proof of illness to the Sheriff.

Section 67. VACATION PAY: A day of vacation shall consist of eight (8) hours at the Employee's regular hourly rate, excluding shift premiums. Upon request, and such request at least two (2) weeks in advance of the starting date of an Employee's vacation, an Employee shall be given his/her vacation pay covering the amount of vacation to be taken. Such payment shall be made on the last pay day preceding the commencement of the afore-mentioned vacation.

Section 68. BENEFIT ON TERMINATION: On termination of employment, an employee or his/her heirs shall be compensated, on a pro-rata basis, for all unused accumulated or earned vacation.

LEAVES OF ABSENCE

Section 69. SICK LEAVE: Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month for each month of employment up to a maximum accumulation of one hundred and twenty (120) days. Accumulation of sick leave shall not begin until thirty (30) days from the date of employment. After having accumulated three (3) years of seniority, employees shall be entitled to payment of 100% of all unused sick leave upon severance from employment for any reason except discharge for just cause.

Sick leave may be used for cases of actual sickness only. Abuse of such policy shall be cause for discipline up to and including dismissal. An Employee shall promptly notify the Sheriff (or designee) of any illness or disability which will prevent said Employee from working. Proof of illness by means of a signed statement from a physician, may be requested by the Sheriff for any absence in excess of three (3) consecutive working days. An Employee returning from Sick Leave will resume the classification and shift previously held, provided said Employee can perform the required work.

An employee whose personal illness extends beyond the period for which compensation is received shall be granted such additional leave of absence without pay as is necessary for the complete recovery from such illness, provided additional leave does not exceed a total of six (6) months. An Employee requesting such leave shall submit a certificate signed by a physician indicating

the need for such leave. In the event of any dispute under this provision, the Employee shall submit to an examination by a doctor designated by the EMPLOYER. The cost of such examination shall be borne by the EMPLOYER. Upon return to work from such leave, an Employee shall be assigned to a like position to the one held at the time of illness, provided such position is available.

When a permanent Employee is on such approved sick leave absence, the EMPLOYER shall continue to provide Hospitalization/Medical Coverage and Life Insurance coverage, as described in Sections 78 and 80 of this Agreement, for the duration of such leave of absence with a limit of no more than six (6) months.

Section 70. WORK RELATED INJURY-SICK LEAVE: Employees will immediately report any job related illnesses or injuries to their immediate supervisor. Each Employee will be covered by the applicable Worker's Compensation Laws. An Employee who is injured on the job, and who is entitled to worker's compensation benefits, shall be permitted to draw sick leave pay in such amounts so that total compensation and sick pay will be equal to the Employee's regular rate of pay, based on a normal scheduled work week, to the extent the Employee has earned accumulated sick leave.

Section 71. MATERNITY: Leave of absence for disability due to pregnancy shall be treated the same way as any sick leave and/or other leave of absence.

Section 72. BEREAVEMENT LEAVE: In the event a death occurs in the immediate family of an Employee, said Employee shall be entitled to three (3) working days off with pay. One of these days must be the day of the funeral of the deceased family member. Additional time off, with or without pay, may be authorized by the Sheriff. Immediate family is defined as:

Parent, Spouse, Children, Sister, Brother,
Mother-In-Law, Father-In-Law, Brother-In-Law,
Sister-In-Law, Daughter-In-Law, Son-In-Law,
Grandparents, Grandchildren.

Section 73. PERSONAL LEAVES OF ABSENCE: Employees will be granted two (2) paid personal leave days annually. Prior notice of the use of such personal leave days shall be given to the Employee's supervisor at least forty-eight (48) hours in advance. Personal leave days will be deducted from the Employee's sick leave and shall not be cumulative.

Personal leaves of absence, without pay, shall be granted to Employees for periods not to exceed ninety (90) working days per calendar year. Such leave may not cause any loss in seniority and must be approved in writing by the EMPLOYER. Such periods of leave may be extended for an additional ninety (90) day period subject to the written approval of the EMPLOYER. Employment by another Employer is an ineligible reason for such leave.

Section 74. ACTIVE MILITARY LEAVE: An Employee who leaves employment for active military service shall, at the completion of such service, be re-employed in such a manner as to give said Employee such status in his/her employment as would have been enjoyed if the Employee had continued in such employment continuously from the time of entering the Armed Forces until the time of restoration to employment. An Employee can serve a total of four years on active military duty without loss of said re-employment rights. These limits are to be extended if additional active duty is performed involuntarily. Applicable provisions of the Veterans Re-Employment Act shall prevail.

Section 75. MILITARY RESERVE LEAVE: A permanent full-time Employee who is a member of a National Guard or Reserve Unit and who is called to active duty will be given time off to fulfill his/her obligation. In addition, the EMPLOYER will pay the Employee the difference between his/her military salary and his/her regular wages while attending such active duty sessions for a period of time not to exceed two (2) weeks pay in any calendar year. Proof of service and pay must be submitted. If an Employee is in an active reserve unit which meets one weekend a month, said Employee's schedule will not be changed for the express purpose of guaranteeing that he/she is always on regular days off while attending reserve sessions.

Section 76. UNION BUSINESS LEAVE: Upon advance notice and with the approval of the Sheriff, leaves of absence without pay for a period not to exceed fifteen (15) days will be granted to Employees to attend State and National UNION Conventions. Seniority will accumulate during such leaves.

INSURANCE AND BENEFITS

Section 77. PENSION: The Municipal Employees Retirement System (MERS) Plan C-1 shall be continued, with 100% of the premium paid by the EMPLOYER, through 12/31/91. A copy of the MERS Plan C-1 is attached to this Agreement.

Section 78. HOSPITALIZATION/MEDICAL COVERAGE: During the term of this Agreement, the EMPLOYER agrees to pay the full premium for hospital and medical coverage for each permanent, full-time Employee, the Employee's spouse, and all dependents under the age of nineteen (19) years. The plan shall be either the Blue Cross-Blue Shield plan and riders (Master Medical, Surgical, Prescription Drug, Vision, Dental) in existence at the effective date of this Agreement, or an alternative program of health insurance, selected by the EMPLOYER, which provides substantially the same level of coverage and benefits. In the event the EMPLOYER and the UNION are unable to agree on whether a proposed plan is substantially the same, such dispute shall be submitted to binding arbitration for a decision.

Section 79. RETIREE COVERAGE:

- A. Existing Employees: For those Employees who were full-time, non-probationary Employees as of Jan. 1, 1985, the EMPLOYER agrees to pay a retiree's family cost of the bargaining unit hospitalization/medical insurance in effect on the date of the Employee's retirement, as follows:

<u>YEARS OF SERVICE AND AGE</u>	<u>PERCENT OF PREMIUM PAID</u>	<u>LENGTH OF PREMIUM PAYMENT</u>
20 Years Service and at least 60 Years of Age	100%	Retiree's Lifetime
15 Years Service and at least 55 Years of Age	75%	Retiree's Lifetime
10 Years Service and at least 50 Years of Age	50%	Retiree's Lifetime

- B. New Hire Employees: For those Employees who were not full-time, non-probationary Employees as of January 1, 1985, the EMPLOYER agrees to pay a retiree's family cost of the bargaining unit hospitalization/medical insurance in effect on the date of the Employee's retirement, as follows:

<u>YEARS OF SERVICE AND AGE</u>	<u>PERCENT OF PREMIUM PAID</u>	<u>LENGTH OF PREMIUM PAYMENT</u>
20 Years of Service and at least 60 Years of Age	100%	15 Years
15 Years of Service and at least 55 Years of Age	75%	10 Years
10 Years of Service and at least 50 Years of Age	50%	5 Years

- C. All Employees: Any Employee who retires after five (5) years of service and who has attained the age of sixty (60) years, shall be permitted to remain a member of the EMPLOYER'S health insurance program, with the total cost of such premium to be paid by the Retiree. Any Employee who has not attained both the length of service and the age required in the above tables shall be ineligible for any post-employment EMPLOYER paid health insurance benefits.

Section 80. LIFE INSURANCE: The EMPLOYER agrees to pay the full premium for term life insurance coverage in the sum of \$15,000.00 for each full-time Employee.

Section 81. LIABILITY INSURANCE: The EMPLOYER will pay the full cost of the Law Enforcement Liability Insurance as provided by the National Sheriff's Association, or similar insurance which is acceptable to the EMPLOYER and the UNION. The EMPLOYER will also pay the membership fee in the National Sheriff's Association for all permanent, full-time Employees.

Section 82. UNIFORMS AND EQUIPMENT: The EMPLOYER shall furnish all uniforms, leather goods, flashlights and batteries for same, ammunition, and all other necessary equipment. Any uniforms and equipment provided by the EMPLOYER and shall be returned to the EMPLOYER in the event an Employee terminates employment. Under no circumstances, shall the afore-mentioned items be utilized for personal use.

Section 83. BULLET PROOF VEST: The EMPLOYER shall provide \$50 each year toward the purchase of an approved bullet-proof vest for each on-duty Deputy. The vest will remain the property of the Employee.

Section 84. DRYCLEANING: The EMPLOYER shall pay the cost of cleaning three (3) shirts and one (1) pair of trousers or one (1) skirt each week. Such cleaning allowance shall be limited to items of uniform apparel.

Section 85. DETECTIVE CLOTHING ALLOWANCE: In addition to any uniform issued, the EMPLOYER shall pay an annual clothing allowance of \$400.00 to the Deputy-Detective.

Section 86. COMPUTATION OF BENEFITS: All hours paid to an Employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement unless otherwise specifically provided.

COMPENSATION

Section 87. BASE HOURLY WAGE RATE: The following base wage rate schedule shall apply to all Employees covered by this Agreement:

(Wage Adjustment) <u>CLASSIFICATION</u>	(+.18) <u>1/1/88</u>	(+.20) <u>7/1/88</u>	(+.18) <u>1/1/89</u>	(+.20) <u>7/1/89</u>
Sergeant	\$9.63	\$9.83	\$10.01	\$10.21
Detective	9.45	9.65	9.83	10.03
Deputy-After 3 Years	9.32	9.52	9.70	9.90
Deputy-After 2 Years	9.19	9.39	9.57	9.77
Deputy-After 1 Year	9.06	9.26	9.44	9.64
Deputy-Starting	8.79	8.99	9.17	9.37
Dispatcher After 2 Years	7.73	7.93	8.11	8.31
Dispatcher After 1 Year	7.37	7.57	7.75	7.95
Dispatcher Starting	7.01	7.21	7.39	7.59

Non-Certified deputies will not advance beyond the 2nd step until they become certified.

Section 88. DISPATCHER-DIFFERENTIAL PAY: When, due to the incarceration of prisoners in the Chippewa County Jail, the Dispatcher is required to perform the jailer duties of a Deputy, said Dispatcher shall be compensated at the applicable rate of a Deputy.

For the purpose of computing such compensation, the work day shall be divided into eight (8) hours. For each hour in the work day when the prisoner requiring Dispatcher attention is incarcerated, the Dispatcher shall be paid at the higher base hourly wage rate.

Section 89. COLA: A cost of living allowance in the flat amount of \$624.00 annually, shall be paid to all Employees in the bargaining unit. Payments of \$156.00 will be made quarterly on April 1, July 1, October 1, and December 1. The Cost of Living Allowance shall be an "add-on" and shall not be a part of the Employee's wage rate or annual salary, and shall not be used in the calculation of any other pay, allowance, or benefit.

Section 90. SHIFT PREMIUM: For the duration of this Agreement, a shift premium will be paid according to the following schedule:

8:00 a.m. to 4:00 p.m.	No Premium
4:00 p.m. to 12:00 a.m.	\$.10 Per Hour
12:00 a.m. to 8:00 a.m.	\$.15 Per Hour

In all cases, shift premium shall be paid on the basis of actual hours worked in each of the above periods.

MISCELLANEOUS

Section 91. TRAINING: At the EMPLOYER'S discretion, bargaining unit Employees may be required to attend specialized training schools. The EMPLOYER shall pay the tuition and related expenses and shall provide adequate transportation for attendance at any training session. In the event that transportation is not available, and an Employee must use his/her personal vehicle, said Employee shall receive the Mileage Allowance at the then current rate paid by the County for such vehicle use. An estimate of any expenses, approved by the EMPLOYER, shall be paid in advance. Any difference between the estimate and the actual expenses incurred shall be adjusted within one (1) month after the completion of the training session.

Section 92. MILEAGE AND EXPENSES: When an Employee is required by the Sheriff to use his/her personal vehicle in the performance of job duties, said Employee shall be reimbursed for mileage at the current mileage rate allowed by the County. When an Employee

is required to engage in County business outside the confines of Chippewa County, said Employee shall be reimbursed for food and lodging in accordance with the reimbursement schedule adopted by the Chippewa County Board of Commissioners.

Section 93. SAFETY: The EMPLOYER shall have the responsibility to maintain all equipment and buildings in a safe condition and to provide a place of work that is reasonably free from safety and health hazards. It shall be the responsibility of the Employees to maintain all clothing and equipment issued to them in a clean and safe operating condition. When an Employee finds equipment unsafe for use in the performance of his/her duties, said Employee has the responsibility to immediately report such unsafe conditions to his/her supervisor. If the condition is not satisfactorily resolved, the Employee may have recourse through the Grievance Procedure provided in this Agreement.

Section 94. VOLUNTARY SERVICE: It is agreed that the Sheriff may determine that it is in the public interest to utilize volunteers to assist the Department in carrying out its mission (Search and Rescue, etc.). No volunteers shall be assigned to permanently replace or displace any bargaining unit Employees.

Section 95. BULLETIN BOARDS: The EMPLOYER agrees to provide adequate bulletin board space to the UNION for the purpose of posting notices of UNION meetings, UNION elections, UNION reports, UNION recreational activities, etc. Nothing shall be posted on bulletin boards that contains anything of a partisan or political nature or anything that may be considered libelous or slanderous of any person.

Section 96. DISTRIBUTION OF AGREEMENT: The EMPLOYER agrees to make available to each Employee a copy of this Agreement and to provide a copy of said Agreement to all new Employees entering the employment of the EMPLOYER.

SCOPE OF AGREEMENT

Section 97. VALIDITY: In the event that any section of this Agreement shall be declared invalid or illegal, such declaration shall in no way affect the legality or validity of any other provisions.

Section 98. ENTIRE AGREEMENT: This Agreement supersedes and cancels all prior practices and privileges between the EMPLOYER, the Employees covered by this Agreement, and the UNION, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon the parties unless executed in writing by the parties hereto.

