

12/31/96

CONTRACTUAL AGREEMENT

BETWEEN

HOUGHTON COUNTY BOARD OF COMMISSIONERS

AND THE

HOUGHTON COUNTY CORRECTIONAL OFFICERS ASSOCIATION

1996

Houghton County

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AGREEMENT

This Agreement entered into on this 13th day of JAN, 1996 between the Houghton County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Houghton County Correctional Officers Association, (hereinafter referred to as the "ASSOCIATION").

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment, or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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

PURPOSE AND INTENT

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

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

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

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ARTICLE I
RECOGNITION

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 Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time correctional officers employed at the Houghton County Work Camp, excluding all supervisors as defined in the Act and all other employees as certified in MERC Case No. R95 G-104.

In the event the Association desires to represent additional employees of the County, in appropriate units, it shall demonstrate its majority status in such additional appropriate units through a representation petition and election under the auspices of the Michigan Employment Relations Commission.

ARTICLE II
AID TO OTHER ASSOCIATIONS

As it relates to "aid to unions", the parties subscribe to Michigan Public Act 379 of the Public Acts of 1965.

It is agreed that neither the Association or the Employer will intimidate or coerce any employee in regard to Association membership or activity.

ARTICLE III
MANAGEMENT RIGHTS

The Association recognizes and agrees that the Employer retains the sole right to manage and operate the correctional facility in all respects and as to all matters in connection with the exercise of such right, subject only to the Association's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Employer may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

1 An employee covered by this Agreement shall immediately proceed to carry out any order
2 or instruction given him by the Employer (unless his doing so would obviously jeopardize the
3 health or safety of himself or others). He shall raise any question he has to the Employer's right to
4 give him the order or instruction only after he carries out the order or instruction, and his question
5 must be based on a reasonable and sensible reading of a specific provision, or specific provision,
6 of this Agreement.

7 A. It is expressly agreed that all rights which ordinarily vest in and have been
8 exercised by the Employer, except those which are clearly and expressly
9 relinquished herein by the Employer, shall continue to vest exclusively in and be
10 exercised exclusively by the Employer without prior negotiations with the
11 Association either as to the taking of action during the term of this Agreement.
12 Such rights shall include, by way of illustration and not by way of limitation, the
13 right to:

- 14 (1) Manage and control its business, its equipment, and its operations
15 and to direct the working forces and affairs of the correctional
16 facility.
- 17 (2) Continue its rights, policies, and practices of assignment and
18 direction of its personnel, determine the number of personnel and
19 scheduling of all the foregoing, but not in conflict with the specific
20 provisions of this Agreement, and the right to modify or change any
21 work or business hours or days specified in this Agreement.
- 22 (3) The right to direct the working forces, including the right to hire,
23 promote, suspend, and discharge employees, transfer employees,
24 assign work or duties to employees, determine the size of the work
25 force and to lay off employee, but not in conflict with the provisions
26 of this Agreement.
- 27 (4) Determine the services, supplies, and equipment necessary to
28 continue its operations and to determine all methods and means of
29 distributing, disseminating, and/or selling its services, methods,

1 schedules and standards of operation, the means, methods, and
2 processes of carrying on the work including automation therein, the
3 institution of new and/or improved methods or changes therein.

- 4 (5) Determine the qualifications of employees, including the subjecting
5 of them to physical examination to determine their health status.
- 6 (6) Determine the number and location or relocation of its facilities,
7 including the establishment or relocation of new buildings,
8 department, divisions or subdivisions thereof and the relocation or
9 closing of departments, divisions or subdivisions, buildings or other
10 facilities.
- 11 (7) Determine the placement of operations, production, service,
12 maintenance or distribution of work, and the source of materials
13 and supplies.
- 14 (8) Determine the financial policies, including all accounting
15 procedures.
- 16 (9) Determine the size of the management organization, its functions,
17 authority, amount of supervision and table of organization,
18 provided that the Employer shall not abridge any rights from
19 employees as specifically provided for in this Agreement.
- 20 (10) Determine the policy affecting the selection, testing or training of
21 employees providing that such selection shall be based upon lawful
22 criteria and not in conflict with any of the provisions of this
23 Agreement.

24 The above are not to be interpreted as abridging or conflicting with any specific provision
25 of this Agreement.

26 B. The matters contained in this Agreement and/or the exercise of any such rights of
27 the Employer are not subject to further negotiations between the parties during the
28 term of this Agreement. In the event any difference arises with regard to any
29 matter contained in this Article and such matter is referred to arbitration, the

1 arbitrator shall determine whether or not the Employer's action leading to such
2 difference was protected by this Article, and if so, shall deny the grievance.

3
4 **ARTICLE IV**
5 **FAIR SHARE**

6 Section A. All employees in the bargaining unit shall be required to pay, as provided in
7 this Article, their fair share of the costs of representation by the Wisconsin Professional Police
8 Association. No employee shall be required to join the Houghton County Correctional Officers
9 Association, but membership in the Houghton County Correctional Officers Association shall be
10 available to all employees who apply, consistent with the Wisconsin Professional Police
11 Association's constitution and bylaws.

12 Section B. The Employer shall deduct in equal installments from the monthly earnings of
13 all employees in the collective bargaining unit, except exempt employees, their fair share of the
14 cost of representation by the Wisconsin Professional Police Association, and as certified to the
15 Employer by the Wisconsin Professional Police Association. The Employer shall pay said amount
16 to the Wisconsin Professional Police Association on or before the 15th of the month in which
17 such deduction was made. The date for the commencement of these deductions shall be
18 determined by the Wisconsin Professional Police Association; however, all employees, except
19 exempt employees, shall be required to pay their full (annual) fair share assessment regardless of
20 the date on which their fair share deductions commence.

- 21 (1) For purposes of this Article, exempt employees are those employees who are
22 members of the Houghton County Correctional Officers Association and whose
23 dues are deducted and remitted to the Wisconsin Professional Police Association
24 by the Employer pursuant to Article __ () or paid to the Wisconsin
25 Professional Police Association in some other manner authorized by the Wisconsin
26 Professional Police Association. Wisconsin Professional Police Association shall
27 notify the Employer of those employees who are exempt from the provisions of
28 this Article and shall notify the Employer of any changes in its membership
29 affecting the operation of the provisions of this Article.

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

6 Section C. The Wisconsin Professional Police Association agrees to certify to the
7 Employer only such fair share costs as are allowed by law, and further agrees to abide by the
8 decisions of the Michigan Employment Relations Commission and/or courts of competent
9 jurisdiction in this regard. The Wisconsin Professional Police Association agrees to inform the
10 Employer of any change in the amount of such fair share cost.

11 Section D. The Wisconsin Professional Police Association shall provide employees who
12 are not members of the Houghton County Correctional Officers Association with an internal
13 mechanism within the Wisconsin Professional Police Association which is consistent with the
14 requirements of state and federal law and which will allow those employees to challenge the fair
15 share amount certified by the Wisconsin Professional Police Association as the cost of
16 representation and to receive, where appropriate, a rebate of any monies to which they are
17 entitled. To the extent required by state or federal law, the Wisconsin Professional police
18 Association will place in an interest-bearing escrow account any disputed fair share amounts.

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

1 **ARTICLE V**

2 **DUES DEDUCTION**

3 The Employer agrees to deduct monthly dues in the amount certified by the Wisconsin
4 Professional Police Association from the pay of employees who individually sign dues check-off
5 authorization forms supplied by the Wisconsin Professional Police Association. The Employer
6 shall deduct the certified amount from the first paycheck each month of each employee requesting
7 such deduction following receipt of such form and shall remit the total of such deductions, with a
8 list of employees from who such sums have been deducted, to the Wisconsin Professional Police
9 Association in one lump sum not later than the 15th of each month.

10 The employer shall not be liable for the remittance or payment of any sums other than
11 those constituting actual deductions made; if for any reason it fails to make a deduction for any
12 employee as above provided, it shall make that deduction from the employee's next pay in which
13 such deduction is normally deducted after the error has been called to its attention by the
14 employee or the Association.

15 The Association agrees that at no time will it solicit or collect monies of any kind on
16 employer time.

17 **ARTICLE VI**

18 **STEWARDS AND ALTERNATE STEWARDS**

19 Section A. Employees in the bargaining unit shall be represented by one (1) representative
20 who shall be a regular employee working in that bargaining unit. During the representative's
21 absence from work, an alternate representative may be appointed by the President of the
22 bargaining unit.
23

24 Section B. A representative may investigate and present grievances to the Employer. The
25 time that stewards may use, without loss of pay, to investigate and present grievances is limited to
26 two (2) hours. Stewards shall report to their immediate supervisor (Sheriff, Undersheriff,
27 Detective Sergeant) prior to leaving and upon returning to their departments. The supervisor
28 shall grant permission and provide sufficient time to the stewards to leave their work for these
29 purposes subject to the necessary emergency exceptions. The privilege of stewards leaving their

1 work during working hours without loss of time or pay is subject to the understanding that the
2 time will be devoted to the proper handling of grievances and will not be abused, and stewards
3 will perform their assigned work at all times, except when given permission to leave their work as
4 provided herein.

5
6 **ARTICLE VII**
7 **SPECIAL CONFERENCES**

8 Conferences between the Association and the Employer for the purpose of considering
9 matters of mutual interest, other than grievances under consideration in the Grievance Procedure,
10 may be arranged and held at a mutually convenient place and time. Arrangements for such special
11 conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting
12 shall be presented at the time the conference is requested. Matters taken up in special conferences
13 shall be confined to those included in the agenda. No more than three (3) representatives of the
14 Association may attend unless mutually agreed to by the Employer. Conferences shall be held
15 between the hours of 9:00 AM and 4:00 PM. The members of the Association shall not lose time
16 nor pay for time spent in such special conferences.

17
18 **ARTICLE VIII**
19 **GRIEVANCE PROCEDURE**

20 Section A - Definition of Grievance. A grievance under this Agreement is a written
21 dispute, claim or complaint arising under and during the term of this Agreement and filed by either
22 an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to
23 matters of interpretation or application of express provisions of this Agreement.

24 Section B - Time Limitations. The failure of a party to file or appeal a grievance in a
25 timely fashion as provided herein shall be deemed a settlement of the grievance. A party who fails
26 to receive a reply in a timely fashion shall have the right to automatically proceed to the next step
27 of the grievance procedure. However, if it is impossible to comply with the time limits specified in
28 the procedure because of work scheduled, illness, vacation, etc., these limits may be extended by
29 mutual consent in writing.

1 Section C - Steps in Procedure.

2 Step 1: The employee, alone or with one (1) Association representative, shall
3 within fifteen (15) working days after he/she knew or should have known
4 of the cause of such grievance, submit the written grievance to the Sheriff
5 or his/her designee. The Sheriff or his/her designee shall meet with the
6 employee, and/or the Association representative and others mutually
7 deemed necessary. The Sheriff or his/her designee shall review the record
8 and further investigate the grievance. The Sheriff or his/her designee shall
9 inform the aggrieved employee and the Association representative in
10 writing of his/her decision within five (5) working days after receipt of the
11 grievance.

12 Step 2: If the grievance is not settled at the first step, the written grievance shall be
13 submitted to the County Controller. This appeal shall take place within
14 five (5) working days after receipt of the written decision of the Sheriff or
15 his/her designee. The County Controller shall then answer the appeal after
16 reviewing the record and investigating the grievance within five (5)
17 working days. The County Controller shall inform the aggrieved employee
18 and the Association representative in writing of his/her decision.

19 Step 3: If the grievance is not settled at the second step, the written grievance shall
20 be submitted to the County Board Chairperson. This appeal shall take
21 place within ten (10) working days after receipt of the written decision of
22 the County Controller. The County Board Chairperson shall then answer
23 the appeal after reviewing the record and investigating the grievance with
24 the County Board within five (5) working days. The County Board
25 Chairperson shall inform the aggrieved employee and the Association
26 representative in writing of the County Board's decision.

27 Section D - Arbitration.

28 (1) Time Limit. If a satisfactory settlement is not reached in Step 3, the
29 aggrieved employee and/or the Association must notify the County Board

1 Chairperson in writing within thirty (30) calendar days that they intend to
2 process the grievance to arbitration.

- 3 (2) Submission Agreement. Any grievance submitted to arbitration by either
4 party to this Agreement, subject to the conditions herein provided for in
5 said Agreement, shall first be reduced to a written "Submission Agreement"
6 detailing the dispute at issue. If the County and the Association cannot
7 agree upon the "Submission Agreement," each party, at least two days in
8 advance of the hearing, shall submit to the other a statement of the issues it
9 considers in dispute and the arbitrator shall determine, at or before the
10 hearing, the issue or issues to be arbitrated, provided, however, that such
11 issue or issues are arbitrable under the terms of this Agreement.

12 The joint "Submission Agreement" shall be signed by the County,
13 the Association and all aggrieved employees, if any. In the event separate
14 statements of the issues are submitted, the County shall sign its copy and
15 the Association and all aggrieved employed, if any, shall sign the
16 Association's statement of issue.

- 17 (3) Selection of Arbitrator. Any grievance which cannot be settled through the
18 above procedure may be submitted to arbitration as follows: Either party
19 may request the American Arbitration Association to submit a panel of
20 arbitrators. The party requesting arbitration shall strike the first name and
21 thereafter each shall alternately strike a name from the list until one (1)
22 name remains, who will become the Arbitrator.

- 23 (4) Arbitration Hearing. The Arbitrator selected shall meet with the parties as
24 soon as a mutually agreeable date can be established to review the evidence
25 and hear testimony relating to the grievance. Upon completion of this
26 review and hearing, the Arbitrator shall render a written decision as soon as
27 possible to both the Employer and the Association which shall be final and
28 binding upon both parties.
29

1 (5) Costs. The costs of the Arbitrator shall be shared equally by the parties.
2 Each party however, shall bear their own costs for witnesses and all other
3 out-of-pocket expenses including possible attorney's fees. The Employer
4 shall pay the salary of those employees who are required to testify or
5 otherwise participate during arbitration proceedings that take place during
6 working hours.

7 (6) Decision of Arbitrator. The decision of the Arbitrator shall be limited to
8 the subject matter of the grievance and shall be restricted solely to
9 interpretation of the Contract in the area where the alleged violation
10 occurred. The Arbitrator shall not modify, add to, or delete from the
11 express terms of the Agreement.

12 (7) Back Wages. All claims for back wages shall be limited to the amount of
13 wages that the employee would otherwise have earned less any
14 unemployment compensation or compensation for personal services that
15 such employee may have received, or could with diligent effort have
16 received, from any source during the period in question.

17 (8) Exclusions from Arbitrations.

18 (a) The discipline and discharge of probationary employees shall not be the
19 basis of any grievance filed under the procedure outlined in this Article.

20 (b) Grievances which question the exercise of rights set forth in Article _
21 of this Agreement, entitled MANAGEMENT RIGHTS, or which question
22 the use or application of any right over which the Employer is given
23 unilateral discretion in this Agreement.

24 25 ARTICLE IX

26 MAINTENANCE OF DISCIPLINE

27 A. After completion of the probationary period, no employee shall be disciplined, suspended
28 or discharged without just cause. Should the Association wish to contest a discipline,
29 suspension or dismissal, the issue shall be submitted to the appropriate Step of the

1 grievance procedure within seven (7) calendar days after discipline, suspension or
2 discharge.

3 B. The Association and the Employer recognize the importance of courtesy, and the
4 protection of confidential information concerning inmates and their families. The officers
5 shall respect and hold in confidence all information of a confidential nature obtained in the
6 course of their work unless required by law to divulge it. Proven acts of discourtesy or
7 release of the aforementioned information by a officer to any unauthorized person shall be
8 regarded as a breach of confidence, and as grounds for immediate dismissal.

9 C. The Employer agrees that an employee shall be entitled to have an Association
10 representative present during any disciplinary proceeding.

11 D. The Association acknowledges that the Employer shall have the right to immediately
12 discharge, suspend or discipline any employee for:

- 13 1. Physical or verbal abuse of an inmate.
- 14 2. Falsifying an inmate or Facility record.
- 15 3. Disclosing confidential information.
- 16 4. Conviction for a criminal offense while in the employment of the Facility.
- 17 5. Immoral conduct.
- 18 6. Possessing or using any illegal substances or reporting to work under the
19 influence of alcohol or any illegal substance.
- 20 7. Willfully stealing anything from a fellow employee, inmate or the Facility.
- 21 8. Entering into a financial transaction with an inmate.
- 22 9. Failure to carry out the duties and responsibilities of the job assignment.

23 The Association further acknowledges that just cause includes:

- 24 1. Gross misconduct.
- 25 2. Excessive absenteeism or tardiness.
- 26 3. Unsatisfactory work performance.
- 27 4. Repeated violation of published work rules.
- 28 5. Lack of personal ability to work harmoniously with other staff members to
29 the point that morale suffers.

1 The foregoing list for which the Employer may determine that services are not necessary,
2 acceptable or satisfactory is not complete or exclusive of other reasons not articulated in this
3 section.

4 5 **ARTICLE X**

6 **DISCHARGE AND SUSPENSION**

7 Section A - Notice of Discharge or Suspension. The Employer agrees, promptly upon the
8 discharge or suspension of an employee, to notify, in writing, the employee and his steward of the
9 discharge or suspension. Said written notice shall contain the specific reasons for the discharge or
10 suspension.

11 Section B. The discharged or suspended employee will be allowed to discuss his
12 discharge or suspension with his steward and the Employer will make available a meeting room
13 where he may do so before he is required to leave the property of the Employer. Upon request,
14 the Employer or his designated representative will discuss the discharge or suspension with the
15 employee and the steward.

16 Section C - Appeal of Discharge or Suspension. Should the discharged or suspended
17 employee and/or the steward consider the discharge or suspension to be improper, it shall be
18 submitted to the first step of the grievance procedure.

19 Section D - Use of Past Record. In imposing any discipline or discharge on a current
20 charge, the Employer will not take into account any prior infractions which occurred more than
21 three (3) years previously.

22 Section E - Waiver of Claim. Failure to submit a written grievance by the employee
23 within seven (7) working days constitutes a waiver of all claims concerning such discharge or
24 suspension.

1 **ARTICLE XI**

2 **SENIORITY**

3 Section A. New employees hired in the unit shall be considered as probationary
4 employees for the first nine-hundred sixty (960) working hours of their employment. The 960
5 hours' probationary period shall be accumulated within not more than one (1) year. When an
6 employee finishes the probationary period, by accumulating 960 hours of employment within not
7 more than one (1) year, he shall rank for seniority from the day 960 hours prior to the day he
8 completes the probationary period. There shall be no seniority among probationary employees.

9 Section B. The Association shall represent probationary employees for the purpose of
10 collective bargaining in respect to rates of pay, wages, hours of employment and other condition
11 of employment as set forth in Section (1) of this Agreement.

12 The Association recognizes that probationary employees' service with the Employer may
13 be terminated at any time by the Employer in its sole discretion and neither the employee so
14 terminated nor the Association shall have recourse to the grievance procedure over such
15 termination.

16 During the probationary period an employee shall not be eligible for employee benefits
17 unless expressly provided in this Agreement. After an employee has successfully completed the
18 probationary period of employment, such employee shall become a regular full-time or regular
19 part-time employee and seniority shall start as provided herein.
20

21 **ARTICLE XII**

22 **SENIORITY LISTS**

23 Section A. Seniority shall not be affected by race, sex, marital status, or dependents of the
24 employee.

25 Section B. The seniority list on the date of this agreement will show the names and job
26 titles of all employees of the unit entitled to seniority.

27 Section C. The Employer will keep the seniority list up to date at all times and will
28 provide the Association membership with up-to-date copies upon request.
29

1 **ARTICLE XIII**

2 **LOSS OF SENIORITY & EMPLOYMENT**

3 An employee covered by this Agreement shall cease to have seniority and shall have their
4 name removed from the seniority list in the event:

- 5 A. Employee quits; or
6 B. Employee retires; or
7 C. Employee is discharged for proper cause and the discharge is not reversed
8 through the procedure in this Agreement; or
9 D. Employee fails to return to work when recalled from layoff as set forth in the
10 recall procedure; or
11 E. Employee is laid off or has not, for any reason, worked for the Employer for a
12 continuous period exceeding the length of such employee's employment or nine (9)
13 calendar months, whichever occurs sooner; or
14 F. Employee gives false reason for attaining a Leave of Absence; or
15 G. Employee is absent from work without permission for five (5) consecutive
16 days. If the employee's absence is on account of illness or injury or other serious
17 reason beyond their control, the employee may retain seniority if the employee has
18 notified the Sheriff by telegram or by certified mail, received prior to the expiration
19 of the third consecutive date of absence. If proof of absolute inability to notify the
20 Employer is in evidence, exceptions may be made. It is recognized that the
21 Employer may require substantiation of the reason given by an employee. If it is
22 not substantiated promptly upon request of the Sheriff, to the satisfaction of the
23 Sheriff, it may be determined that the employee's loss of seniority shall stand and
24 the employee may appeal determination to the grievance procedure.

25 **ARTICLE XIV**

26 **SENIORITY OF STEWARDS & OFFICERS**

27 Notwithstanding their position on the seniority list, stewards not to exceed 1 (one) in
28 number at any one time, and the President of the Association during their term of office only shall
29 head the seniority list within the bargaining unit for the purposes of layoff and recall only,
30 provided they have the present ability to do the work available.
31

1 **ARTICLE XV**

2 **SUPPLEMENTAL AGREEMENTS**

3 All proposed supplemental agreements shall be subject to good faith negotiations between
4 the Employer and the Association. They shall be approved or rejected on or before the fifteenth
5 (15th) of the following month.

6
7 **ARTICLE XVI**

8 **LAYOFF**

9 Section A. The word "layoff" means a reduction in the working force due to a decrease of
10 work or lack of funds.

11 Section B. If it becomes necessary for a layoff, the following order will be followed:

- 12 1) Probationary employees will be laid off first on a unit-wide basis, and
13 2) Remaining seniority employees shall be laid off based upon the employees
14 present ability to do the job and seniority rights.

15
16 **ARTICLE XVII**

17 **RECALL PROCEDURE**

18 When the working force is increased after a layoff, or a vacancy occurs, employees will be
19 recalled according to seniority, as defined in Article 16. Notice of recall shall be sent to the
20 employee at his last-known address by registered or certified mail. If an employee fails to report
21 to work within ten (10) days from the date of mailing of notice of recall, he shall be considered a
22 quit.

23 **ARTICLE XVIII**

24 **VETERANS**

25 Any employee on the seniority list inducted into the armed forces of the United States
26 within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar federal
27 law in the time of National Emergency, who, within the meaning of the Act, satisfactorily
28 completes his/her period of service, shall upon termination of such service and consistent with
29 such Act, be reemployed in line with such employee's seniority, at the then current rate for such

1 work, provided such employee has not been dishonorably discharged from such service, is
2 physically able, in the opinion of the Employer's Doctor, to perform the work in the classification
3 from which inducted, and who reports for work within ninety (90) calendar days of the date such
4 employee is discharged or otherwise separated from such service in the armed forces of the
5 United States; provided further that it is not the intent of the parties hereto to require that the
6 Employer provide any right or assume any duties or obligations, monetary or otherwise, other
7 than those rights, duties, and obligations specifically set forth in applicable federal and state law.
8

9 **ARTICLE XIX**
10 **EDUCATIONAL LEAVE**

11 An unpaid leave of absence may be granted subject to the conditions herein set forth in
12 this Article for full-time educational purposes provided that the course of study will be such as to
13 assist the employee in developing additional skills which can be used in the course of such
14 employee's employment with the Employer.
15

16 **ARTICLE XX**
17 **FAMILY LEAVE ACT**

18 Section 1. Subject to the requirements of the Family and Medical Leave Act (FMLA), a
19 leave of absence is a written authorized absence from work for not more than thirty (30) calendar
20 days at a time and without pay. A leave shall be granted, denied or extended in the exclusive
21 discretion of the employer upon written request for such leave from a bargaining unit employee
22 who shall state the reason for such leave upon the application. Only a full-time employee who has
23 worked continuously for the employer for one (1) year or more shall be granted a leave of
24 absence.

25 (a) Leaves requested due to illness must be accompanied by a physician's
26 certificate that the employee is unable to work and the reason therefor. Physician's
27 statements shall be by a medical doctor (M.D.), a doctor of osteopathy (D.O.), or
28 a practitioner identified in the FMLA.

29 (b) In no event shall the duration of any leave exceed three (3) calendar months.

1 (c) All leave requests shall state the exact date on which the leave begins and the
2 exact date on which the employee is to return to work.

3 (d) If an employee obtains a leave of absence for a reason other than stated at the
4 time the request is made, the employee will be terminated from Company's
5 employment without recourse.

6 (e) A leave may not commence or end upon the following days:

7 (1) The day before or the day following a holiday.

8 (2) The day preceding or following a vacation.

9 (f) Failure to return to work on the exact date scheduled shall be cause for
10 termination in sole discretion of the employer.

11 (g) Employees shall not accept employment elsewhere while on a leave of absence
12 unless agreed to by the employer. Acceptance of employment or working for
13 another employer while on a leave of absence shall result in immediate and
14 complete loss of employment with the employer, without recourse.

15 Section 3. Any employee on a leave of absence for any reason, including but not limited to
16 illness, who does not return to work within three (3) calendar months of leaving or a period equal
17 to the length of such employee's employment, whichever is shorter, shall cease to be an employee
18 and that employee's seniority shall automatically be terminated.

19 Section 4. Persons that have exhausted Family and Medical Leave Act leave rights shall
20 be ineligible for further leaves of absence.

21
22 **ARTICLE XXI**
23 **LEAVE OF ABSENCE**

24 A. Leaves of absence for reasonable periods not to exceed one (1) year will be granted
25 without loss of seniority for:

26 1. Illness leave (physical or mental).

27 2. Prolonged illness in the immediate family (mother, father, spouse, child or
28 someone living in same household).

29 Such leave may be extended for like cause.

1 B. Members of the Union elected to attend a function of the International Union or
2 Council, such as conventions, shall be allowed time off, without pay, to attend such conferences
3 and/or conventions, to a maximum of two (2) weeks.

4 C. As a condition of continued receipt of benefits, the Employer, at its expense, may
5 require the employee to submit to a physical examination in order to verify the employee's ability
6 to return to full-time work.

7
8 **ARTICLE XXII**

9 **ASSOCIATION BUSINESS LEAVE**

10 A member of the bargaining unit selected to attend Association conferences or
11 conventions will be allowed time off, without pay, to attend such conferences and/or conventions.

12
13 **ARTICLE XXIII**

14 **SICK LEAVE**

15 One day per month with pay will be allowed each non-elective employee. Sick leave may
16 accumulate to a maximum of one-hundred twenty (120) days. Unused sick leave may not be used
17 as part of vacation. An employee shall be allowed to use sick leave for sickness or injury in the
18 immediate family. Unused sick leave shall be paid to an employee's beneficiary upon death and to
19 the employee upon retirement according to MERS. It shall be paid at the regular rate at one-half
20 of the employee's accumulated sick leave up to a maximum of forty-five (45) days accumulation.

21
22 **ARTICLE XXIV**

23 **FUNERAL LEAVE**

24 A. An employee shall be allowed five (5) working days with pay as funeral leave days not
25 to be deducted from sick leave for a death in the immediate family. Immediate family is to be
26 defined as follows: mother, father, spouse, child, sister or brother.

27 B. An employee will be allowed two (2) working days with pay as funeral leave days, not
28 to be deducted from sick leave, for a death in the family other than immediate family. Other than
29 immediate family is to be defined as mother-in-law, father-in-law, grandparents, or a member of
30 the employee's household.

1 C. An employee will be allowed one (1) working day with pay for the death of a brother-
2 in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew.
3

4 **ARTICLE XXV**
5 **HOLIDAY PROVISIONS**

6 The paid holidays are designated as:

7 New Year's Day	Thanksgiving Day
8 Memorial Day	Veterans' Day
9 Independence Day	Presidents Day
10 Labor Day	Christmas Day
11 Good Friday	

12 Employees shall receive eight (8) hours pay at their regular rate for each of the above
13 Holidays. Employees who work on a holiday shall receive eight (8) hours pay at their regular rate
14 and in addition they shall receive time and one-half for all hours worked on a holiday. A holiday
15 shift shall be construed as one which commences on the holiday.

16 An employee shall be allowed three (3) personal holidays to be used at the discretion of
17 the employee subject and conditioned upon the Sheriff's (or his designees) approval of the day
18 requested but said approval shall not be unreasonably withheld.
19

20 **ARTICLE XXVI**
21 **VACATION**

- 22 A. After the completion of one (1) full year of employment, five (5) work days.
23 After the completion of two (2) years of continuous employment, ten (10) work days.
24 After the completion of five (5) years of continuous employment, fifteen (15) work days.
25 After the completion of ten (10) years of continuous employment, twenty (20) work days.
- 26 B. Vacations will be granted at any time during the year, as long as it does not interfere with
27 the efficient operation of the department.
- 28 C. If an employee becomes ill and is under the care of a duly-licensed physician during his
29 vacation, his vacation will be rescheduled. In the event his incapacity continues through the year,
30 he will be awarded payment in lieu of vacation.

1 provided by the Employer, the same improved benefit shall be provided to the employees of this
2 unit.

3 The employee shall also be provided a \$3.00 prescription rider.

4 The Employer shall adopt a Blue Cross/Blue Shield Dental Plan 50/50 co-pay, the rates to
5 be paid by the Employer.

6 A vision plan shall be implemented and paid by the Employer.

7 The Union further agrees that the Employer may change the insurance provider, with the
8 Union's consent, providing that said new coverage is equal to or better than the coverage now
9 provided its employees.

10
11 **ARTICLE XXX**

12 **LIFE INSURANCE COVERAGE**

13 The employer agrees to provide each employee with \$10,000 Term Life Insurance
14 coverage.

15
16 **ARTICLE XXXI**

17 **NO STRIKES**

18 The County will not lock out employees during the term of this Agreement.

19 The parties to this Agreement mutually recognize and agree that the services performed by
20 employees covered by this Agreement are services essential to the public health, safety and
21 welfare. Under no circumstances will the Association cause, or permit its members to cause, nor
22 will any member of the bargaining unit take part in, any strike, sitdown, stay-in or slowdown in
23 any department of the County, or any curtailment of work or restriction of production or
24 interference with the operations of the County or any picketing or patrolling during the term of
25 this Agreement. In the event of a work stoppage, other curtailments of production, picketing or
26 patrolling, the County shall not be required to negotiate on the merits of the dispute which gave
27 rise to the stoppage or curtailment until same has ceased.

ARTICLE XXXII
CLASSIFICATION AND RATES
Effective January 1, 1996

1	1. Work Crew Supervisor Ron Gaulin	L/U to be developed.
2	2. Other W C Supervisor	\$ 11.59
3	3. Correction Officer	\$ 11.34

ARTICLE XXXIII
CLOTHING ALLOWANCE

An allowance of \$250.00 per year will be made for uniform and leather goods maintenance. This will be paid in the amount of \$125.00 on June 15 and \$125.00 on December 15.

ARTICLE XXXIV
LONGEVITY

Longevity shall be paid on the employee's anniversary date and shall be paid by separate check at the completion of:

19	6 years of service	\$ 50.00
20	7 years of service	\$100.00
21	8 years of service	\$150.00
22	9 years of service	\$200.00
23	10 years of service	\$250.00

ARTICLE XXXV
PENSION PLAN

Employees shall be provided with a B-2 Pension Plan with a 100% Company contribution.

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

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17

FOR THE UNION:

FOR THE EMPLOYER:

Edward Lemler

Joseph A. Quinn

x John Cranch

x Ron Acoulin

**LAW
ENFORCEMENT
EMPLOYEE
RELATIONS**



DIVISION

**WISCONSIN
PROFESSIONAL
POLICE
ASSOCIATION**

John C. Felix
1001 10th Ave. W.
Ashland, WI. 54806-2826
Bargaining Consultant

715-682-0272
Fax: 715-682-9075
1-800-682-0272

June 3, 1996

John Kelly
County Controller
County of Houghton
401 East Houghton Avenue
Houghton, MI 49931-2017

RE: Ronald Gaulin side letter of agreement

Dear Mr. Kelly:

The intent of this letter is to protect Ronald Gaulin under the cover of the agreement with Houghton County and the Houghton County Correctional Officers Association.

The terms agreed upon are as follows:

- 1: The same rate of pay and retirement benefits equal to the least senior correctional employee at the Sheriff's Department at the time of this agreement, shall remain in effect so long as the grant is in full force and effect.
- 2: Future increases in rate of pay and retirement benefits shall be granted in conjunction with the least senior correctional employee at the Sheriff's Department.
- 3: At such time that the grant is no longer available, the established rate of pay and all benefits shall fall under the cover of the Houghton County Correctional Officers Association contract.

Sincerely,

John C. Felix
Bargaining Consultant