

9037

12/31/93

AGREEMENT

BETWEEN

MACKINAC COUNTY SHERIFF'S DEPARTMENT EMPLOYEES'  
CHAPTER OF LOCAL #388  
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

AND

THE MACKINAC COUNTY BOARD OF COMMISSIONERS  
AND MACKINAC COUNTY SHERIFF

*Mackinac County*

Effective : January 1, 1992

Expiration: December 31, 1993

## AGREEMENT

This Agreement entered into on this 1st day of January, 1992 between the COUNTY OF MACKINAC, a municipal corporation and the MACKINAC COUNTY SHERIFF, as co-employers (hereinafter referred to as the "EMPLOYER") and MACKINAC COUNTY SHERIFF'S DEPARTMENT EMPLOYEES' Chapter of Local #388, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION"). Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective January 1, 1992. The Employer agrees to provide each covered employee a copy of this Agreement and to provide a copy of the same Agreement to all new covered employees entering the employment of the Employer.

### ARTICLE 1. PURPOSE AND INTENT

Section 1. 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 employees of the Union.

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

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.

The headings used in this Agreement and the exhibits appended hereto, neither add to nor subtract from the meaning thereof, but are for reference purposes only.

Section 2. Government Laws and Regulations. Any provision of this Agreement that shall be or become in conflict with any Federal or State law, regulation or order existing or hereafter enacted or put into force, shall be invalid and unenforceable; such invalidity or unenforceability shall not affect the remainder of this Agreement.

### ARTICLE 2. 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 Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Employer in the bargaining unit described below:

All full time and part-time Deputies, Chief  
Correction Officer, Deputy Correction Officer/

Dispatcher, Cook and Clerk Typist, working 12 or more hours per week, excluding the Sheriff and Undersheriff.

(a) The term "employee" as used in this Agreement means "regular full time employees", which is an employee who is scheduled to work an average of at least thirty (30) hours per week. Such employees shall be entitled to all benefits as provided within this Agreement.

(b) The term "part-time employee" as used in this Agreement means "regular, part-time employee", which is an employee who is scheduled to work twelve (12) but less than thirty (30) hours per week. Such employees shall be deemed "employee" under the provisions of this Agreement, and in addition are entitled to the wages, overtime and pro-rated fringe benefits for which they would otherwise be eligible.

### ARTICLE 3. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### ARTICLE 4. MANAGEMENT RIGHTS

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

- (a) To direct employees of the County,
- (b) To hire, promote, transfer, assign, and retain employees in positions within the County and to suspend, demote, discharge, or take other disciplinary action against employees,
- (c) To relieve employees from duties because of lack of work, funds, or other legitimate reasons,
- (d) To maintain the efficiency of the County operations entrusted to them,
- (e) To determine the methods, means and personnel by which such operations are to be conducted,
- (f) To take whatever actions may be necessary to carry out this mission of the county in situations of emergency.

### ARTICLE 5. UNION MEMBERSHIP AND CHECK-OFF

Section 1. Union Membership. Employees covered by this Agreement at the time it becomes effective and who are members

of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this agreement.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 2. Dues Check-Off. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Exhibit A), provided, that the said form shall be executed by the employee. The written authorization for the Union dues deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and legality of the adopting section specifying such amounts of Union dues and initiation fees.

The Employer agrees to provide this service without charge to the Union.

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

Remittance of dues to Financial Officer. Deductions for

any calendar month shall be remitted to such address designated to the designated financial officer of the Michigan Council #25 AFSCME, AFL-CIO with an alphabetical list of names and addresses of employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

To: \_\_\_\_\_  
**EMPLOYER**

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
- or
- An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

By: PLEASE PRINT

FIRST NAME										INITIAL	
LAST NAME											
STREET NUMBER				STREET NAME AND DIRECTION							
CITY						ZIP CODE					
AREA CODE			TELEPHONE				CLASSIFICATION				

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE

## ARTICLE 6. UNION REPRESENTATION

Section 1. Stewards, Alternate Stewards and Unit Chairpersons.  
 The Sheriff's Department employees covered by this Agreement will be represented by two (2) stewards. One steward shall be selected from the classification of Road Deputy and shall represent said Road Deputies and one steward shall be elected from the classification assigned to the jail. Stewards shall be selected from non-probationary employees.

The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular

steward.

The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

The unit Chairperson shall be allowed the necessary time off during working hours without loss of time or pay to investigate any present grievances to the Employer in accordance with the grievance procedure.

Section 2. Union Bargaining Committee. The employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members. In the event negotiations are carried on during working hours negotiation team members shall not exceed two (2) employees and not accept the loss of pay for said hours.

#### ARTICLE 7. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of Management.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences shall be held at an agreeable time. Time to be set up by the Board Chairperson and the Unit Chairperson within thirty (30) calendar days. If the conference is held within working hours, the Union members shall not lose time or pay for time spent in such conference. This meeting may be attended by representatives of the council and/or representatives of the International Union.

The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

#### ARTICLE 8. GRIEVANCE PROCEDURE.

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within thirty (30) calendar days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union. The Employer agrees that all disciplinary

action will be reduced to written form and presented to the appropriate bargaining unit employee within ten (10) days of its occurrence or within ten (10) days of the Employer's knowledge of its occurrence.

STEP 1. Any employee having a grievance shall present it to the Employer as follows:

a. If an employee feels he/she has a grievance, he/she may discuss the grievance with the Sheriff with or without a steward present.

b. If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the steward to the Sheriff.

c. The Sheriff shall answer the grievance within two (2) working days.

STEP 2. If the answer is not satisfactory, it shall be presented in writing by the steward to the Board Chairman within seven (7) working days after the response is due. The Board Chairman shall sign and date the steward's copy. The Board Chairman respond to the steward in writing within seven (7) working days of receipt of the grievance.

STEP 3. a. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.

b. In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days, meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter further, Council #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's rules and Procedures.

c. The Arbitration proceedings shall be conducted in accordance with the American Arbitration Association rules and Regulations.

d. Each such decision shall be final and binding on the Union, it's members, the employee or employees involved, and the Employer provided the arbitrator has not exceeded his/her authority. The Arbitrator shall make a judgment based on the express terms of this Agreement and shall not add to or subtract from this Agreement. The expenses for the Arbitrator shall be shared equally between the Employer and the Union.

e. A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall

date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

f. Any grievance not answered within the time limits by the Employer shall be moved to the next step of the Grievance Procedure provided nothing shall automatically refer a grievance to arbitration.

g. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

#### ARTICLE 9. DISCHARGE AND SUSPENSION

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and the steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward immediately after such action is taken.

Should the discharged or suspended employee consider the discharge or suspension to be improper, he may file a grievance within five (5) working days thereafter, beginning with Step 2 of the Grievance Procedure.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously; except for intentional and material misstatements or omissions on application for employment.

#### ARTICLE 10. SENIORITY

Section 1. Probationary Employees. New full time employees hired in the unit shall be considered as probationary employees until they have been actually paid for 2080 hours, excluding workers compensation and unemployment payments. Part-time employees shall be probationary employees until they have actually been paid 720 hours, excluding workers compensation and unemployment payments. When an employee completes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first date of hire prior to the date he/she completes the probationary period, and this shall become his/her seniority date rather



than his/her hiring date. There shall be no seniority among probationary employees, and they may be discharged or laid off in any order without recourse of the grievance procedure. There shall be no responsibility for recall of any laid off probationary employee.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Union activity.

Section 2. Departmental Seniority. Seniority shall be a Department-wide basis, in accordance with the employee's seniority date with respect to all other employees who have seniority in the said department. Employer-wide seniority shall only apply when a position remains vacant after the allotted posting period expires.

An employee's departmental seniority shall accumulate continuously from the date he is first permanently employed in such department and until terminated by any of the circumstances enumerated in Section 4 below.

Section 3. Seniority Lists. The seniority lists on the date of this Agreement will show the names, job title and seniority date of all employees of the unit entitled seniority. Such seniority shall not be affected by the race, sex, marital status, or dependents of the employee. The Employer will furnish a copy of the seniority list to the unit upon its request.

Section 4. Termination of Seniority. Seniority shall be lost and the employee terminated if:

- a. He quits.
- b. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He is laid off and not recalled to work within three (3) years, unless the employee has lost the certification necessary to perform the job or the length of his/her seniority whichever is lessor.
- d. He fails to return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- e. He fails to report for work on the required date at the end of an authorized leave of absence, including an unpaid sick leave, or vacation unless otherwise excused by the County.
- f. He is absent from work for three (3) consecutive

days without authorization.

(g) He is absent without authorization on two (2) occasions within one (1) contract year except where he/she is able to establish legitimate reasons.

(h) He is absent for two (2) consecutive working days without notifying his Department Head. In proper cases exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. The employee may submit the matter to the grievance procedure within the time limits prescribed.

(i) The employee retires.

Section 5. Seniority of Officers and Stewards. Anyone transferring into the department or in the event of consolidation with any other department, employees of the Sheriff's Department shall hold seniority over employees of the other department excluding retirement benefits.

#### ARTICLE 11. LAYOFF, RECALL AND TRANSFER

Section 1. Layoff. The word "layoff" means a reduction in the work force due to lack of work, funds or other legitimate reasons by the Employer. Whenever a layoff occurs, probationary employees shall be laid off first, within the classification in which the reduction occurred. Thereafter, seniority employees shall be laid off in reverse order of seniority within the classification being reduced. Employees thus removed from a classification may exercise their seniority to transfer into any lower paid classification provided they have the ability to perform the work. Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar days notice if and only if the Employer had knowledge of the facts giving rise to the layoff and the proper Board vote had been taken at least seven (7) days in advance of the layoff.

Section 2. Recall. When the work force is increased after a layoff, employees will be recalled according to the classification from which they were laid off in accordance with their seniority providing at the time of recall said employees have the certification and licenses necessary to perform all duties of the classification. The Employer shall schedule the employee enough hours of work so as to maintain their certification, under present law so long as they have recall rights. The recalled employee must notify the Sheriff of his/her intent to return to work within forty-eight (48) hours of receipt of notice of recall and must report to work within fourteen (14) days of receipt of notice of recall. If an opening occurs in the Deputy Correction Officer/Dispatcher's classification while a Road Deputy is on layoff status, said Road Deputy will

be recalled to fill the open position providing he/she meets the minimum qualifications for the Deputy Correction Officer/Dispatcher classification as established by the Sheriff.

Section 3. Transfer. If an employee is promoted to a position with the Employer not included in the unit and is thereafter transferred to a position within the unit, he/she shall have accumulated seniority while working in the position to which he was promoted and, upon return to the unit, shall be entitled to the benefits of this Agreement as if he had not been outside it.

## ARTICLE 12. JOB POSTING AND BIDDING

If an opening occurs within the Sheriff's Department, resulting from a vacancy or increase in staff, employees within the unit shall be entitled to bid for same. Such openings, will be posted for a period of five (5) working days in a conspicuous place, setting forth the requirements for the position. Employees within the unit who are interested shall apply within said posting period by signing their name to the posting. Other things being equal, the promotion shall be made on the basis of seniority within the Department.

(a) In the event the senior Sheriff Department applicant is denied the promotion, reasons for the denial shall be given in writing to the Unit Chairperson, provided that this is requested by the Unit chairperson. If said applicant disagrees with the reasons for denial, it shall be proper subject for the grievance procedure.

## ARTICLE 13. HEALTH AND SAFETY

Section 1. Objective. The County and the Union subscribe to the principle of good health and safety conditions. Where the County shall deem it necessary it shall provide for protective devices and equipment subject to such rules for the preservation, use and care of such equipment the County shall provide. It is understood that employees are expected to work in a safe manner. It is also understood that employees shall cooperate with the County in all safety and health procedures and shall make proper use of all equipment and devices provided for such purposes. The Union will cooperate in assisting and maintaining all safety and health procedures established by the County. It is expressly understood that violation of safety rules or regulations will result in disciplinary action up to and including discharge. If the Union is requested to talk with an employee regarding a safety or health matter, the Union representative to talk with the employee shall be the Union Steward.

Section 2. Safety Committee. The Employer shall recognize the Chapter Chairperson and the Steward as a safety committee,

and they will meet with the Department whenever a valid safety condition arises.

In the event the Employer fails to implement a valid safety recommendation of the Union, then the Union shall process the safety condition as a grievance at Step 2 of the grievance procedure. If a safety grievance is processed to arbitration the authority of the arbitrator shall be limited to the extent he/she shall not issue an award which the implementation thereof shall cost the County more than \$35,000.00.

Section 3. Firearm training will be conducted for all certified sworn Road Patrol Deputies and all officers that the Sheriff deems necessary at least twice a year.

#### ARTICLE 14. VETERANS

Section 1. Requirement. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

Section 2. Military Leave of Absence. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are in full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

#### ARTICLE 15. HOURS OF WORK

Section 1. Scope. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. This Article shall not be considered as any basis for the calculation of payment of overtime, which is covered solely in Article 19, Overtime.

Section 2. Normal Workday-Workweek. Normal work day shall consist of no less than eight (8) consecutive hours in any one day. The normal work week shall consist of no less than five (5) consecutive days. The work schedule shall be set by the Sheriff but posted every thirty (30) days.

Section 3. Shift Preference. Employees who are classified as Deputy Correction Officer/Dispatcher shall have the right to exercise shift preference on the basis of seniority once each year, this is to be done by the employee sending the Sheriff a letter requesting the shift change by the first of December each year, so the change can be made by the first of January.

Section 4. Coffee Break. All employees may take a fifteen (15) minute rest break in the first half of their work period

and a fifteen (15) minute rest period in the second half of their work period at times specified by supervisor, such breaks to be confined to their building, if applicable and are not to interfere with the operation of the Department. Such breaks are non-accumulative.

#### ARTICLE 16. RATES OF PAY

Section 1. Effective January 1, 1981, the first pay day will be January 19, and every other Thursday thereafter.

Every effort will be made to pay all employees by noon on the last day of the pay period. If a regular pay day falls during an employee's vacation, he will receive that check on his last scheduled work day prior to going on vacation.

Section 2. Wage Rates and Salaries. A wage rate and salary schedule as set forth in Appendix A attached hereto and made a part hereof, setting forth the hourly rate and/or the annual salary for the various classifications of the employees of Mackinac County is accepted by the parties hereto as the established rates and/or salaries for all hours of work within a classification and shall remain in effect for the term of this Agreement.

Section 3. Rates for New Jobs. When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate is proper, it shall be subject to negotiations.

Section 4. Temporary Assignments. Temporary assignments for the purpose of filling vacancies of employees who are on a leave of absence as defined in Article 23 will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

Section 5. Jury Duty. The Employer agrees that when a bargaining unit employee is called for jury duty, he should not lose financially because of such duty. The Employer therefore agrees that it will schedule the employee for the day shift on the days he is scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what he would have earned had he been able to work his entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he is excused from jury duty, provided he is excused during his regularly scheduled shift. Failure of the employee to so report shall cause him to forfeit all right and claim to jury pay under this section.

Section 6. Shift Differentials. Deputy Correction Officer/Dispatchers scheduled to work on the second shift (afternoons) shall be paid a premium of thirty-five (35) cents per hour for all hours worked by him/her on that shift. Deputy Correction Officer/Dispatcher scheduled to work third shift (night) shall be paid a premium of forty (40) cents per hour for all hours worked by him/her on that shift.

#### ARTICLE 17. SICK LEAVE

Section 1. Accumulation and Use. Full time seniority employees shall accumulate sick leave at the rate of 3.7 hours per pay period for each pay period with a maximum accumulation of nine hundred sixty (960) hours. In order to accumulate sick leave for any given pay period an employee must actually be on the Employer's payroll, and is being paid out of the general fund. \*The employee may elect to receive cash pay off of hours accumulated in excess of seven hundred twenty (720). If the employee elects to receive a cash pay off of hours in excess of seven hundred twenty (720), he/she shall notify the Sheriff who shall approve the request and forward it to the County Clerk by November 30 and said pay shall be paid in December of said year. Pay off of sick leave shall be at the rate of four (4) hours for each eight (8) hours over seven hundred twenty (720).

At the employee's option, he/she may donate eight (8) hours sick leave day per year to sick leave bank to be used by employees for long term illness when individual sick leave accumulation has been exhausted.

Section 2. Payment of Sick Leave Days at Retirement. An employee who separates from the County employment after ten

(10) years of employment shall be paid one-half of his unused sick leave as of the effective date of separation.

Payment of any unused sick leave days under this section shall be the employee's prevailing rate of pay and the payment of one-half of all accumulated sick leave days shall be based on a maximum possible accumulation of ninety (90) such days.

#### ARTICLE 18. FUNERAL LEAVE

Employees, who at the time have completed their probationary period, shall receive the amount of pay they would have received on a regular eight (8) hours straight time basis for each day necessarily lost during their normal work week (Monday through Friday), not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any such three (3) days on which the employee, for any other reasons, would have been absent from work. Immediate family shall be defined as an employee's current spouse, children, father or mother, father-in-law, or mother-in-law, brother or sister, or brother-in-law, or sister-in-law, grandparents or grandchildren. The three (3) days above referred to shall end not later than the calendar day following the day of the funeral, and to be eligible for such pay the employee must notify the employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present proof of death. Additional funeral days may be granted at the discretion of the Sheriff.

Funeral leave to attend a funeral of a friend or to act as a pallbearer will be granted at the discretion of the Sheriff with time deducted from sick leave or vacation as specified by the Employer.

#### ARTICLE 19. OVERTIME

Section 1. Conditions Under Which Overtime Rates Shall Apply.  
Overtime rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate shall be paid as follows:

- (a) For all hours worked over eight (8) in one day.
- (b) For all hours worked over forty (40) per week.
- (c) For all hours worked on a holiday which is in addition to holiday pay.
- (d) For all hours any Sheriff Department employee spends in court on his/her scheduled day off.
- (e) Whenever a certified deputy is required to work on the scheduled day off he shall be paid one and one-half ( $1\frac{1}{2}$ )

times his normal pay rate or he shall take time off at one and one-half (1½) times all hours worked on said day. If the employee elects to take time off, said time off must be taken before the end of the following pay period from the time actually worked.

(f) All overtime will be offered to Mackinac County Sheriff's Department union personnel first, then if declined, to non-union personnel (i.e. auxiliary officers).

(g) After ten (10) hours per day, eighty (80) hours per two weeks for Road Deputies.

Section 2. Reporting Allowance - Overtime. All bargaining unit employees reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

Section 3. Equalization of Overtime Hours. The Employer agrees to equalize overtime as equal as possible among employees in the same classification over a twelve (12) month period of time.

Section 4. Non-Duplication. (a) Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rate shall not be counted further for any purpose in determining overtime liability under the same or any provision.

(b) Hours paid for but not worked shall not be counted in determining overtime liability.

## ARTICLE 20. HOLIDAYS

Section 1. Designated Holidays. The following days shall be designated and observed as holidays for all employees of the Sheriff's Department excluding Road Deputies which eligible employees will be paid their current rate of pay based on their regular scheduled work day for said holiday.

New Year's Day	Labor Day
Day After New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day
Martin Luther King Day	Day After Christmas

For employees in the clerk typist classification, should a holiday fall on a Saturday, then the Friday prior to the holiday shall be considered as the said holiday. Should a holiday fall on a Sunday, then the following Monday shall be considered as the said holiday.



Section 2. Eligible Employees. To be eligible, the employee must be on the seniority list as of the date of the holiday and must have worked the full scheduled day after such holiday, unless excused. For this purpose, the employee will be considered as having worked such days if he was on paid vacation, or was receiving paid sick leave, thereon.

An employee who is scheduled to work on a holiday recognized under this Agreement or who otherwise agrees to work on such holiday, but fails to report for work unless otherwise excused for a reason satisfactory to the Employer, shall not be entitled to holiday pay.

Section 3. Holidays For Road Deputies.

<u>1992</u>	<u>January 1, 1993 add:</u>
Memorial Day	Labor Day
Independence Day	New Years Day
Christmas Day	Thanksgiving Day
Martin Luther King Day	

If a Road Deputy is scheduled off for a holiday, he shall receive eight (8) hours of pay for said holiday.

Section 4. Personal Leave. Each bargaining unit employee after completing one (1) year of employment in a classification in the bargaining unit shall be eligible for eight (8) hours of personal leave. Employees completing two (2) or more years of employment within the bargaining unit shall be eligible for twenty-four (24) hours of paid personal leave. In order to receive pay for personal leave times, an employee must give the Sheriff at least seventy-two (72) hours notice of his/her desire to take said leave and must receive the approval of the Sheriff. Said approval shall be granted based upon the operational needs of the Department as determined by the Sheriff. Personal leave days shall not be accumulated from year to year.

ARTICLE 21. VACATIONS

Section 1. Eligibility. To be eligible for a vacation in any calendar year during the terms of this Agreement, the employee must:

(a) Have performed work during such calendar year, except where an employee has failed to perform such work because of illness or physical disability.

(b) Have one (1) year or more of continuous service.

Section 2. Length of Vacation. An eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during his continuation

of this Agreement shall receive a vacation corresponding to such years of continuous service as shown in the following table:

<u>YEARS OF SERVICE</u>	<u>WEEKS OF VACATION</u>
1 but less than 2	1.53 hours per pay period for a maximum of forty (40) hours of vacation per year.
2 but less than 4	3.08 hours per pay period for a maximum of eighty (80) hours.
4 but less than 8	4.62 hours per pay period for a maximum of one hundred twenty (120) hours.
8 or more	6.15 hours per pay period for a maximum of one hundred sixty (160) hours.

When a holiday is observed by the County during a scheduled vacation, the vacation will be extended one day, either before or after; continuous with the vacation.

Section 3. Vacation Pay. Each employee granted a vacation under this Article will be paid at his current rate based on his regular work week at straight time.

A vacation may not be waived by an employee and extra pay received for work during that period, except in cases of extreme emergency.

Section 4. Scheduling Vacation. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficiency of the Department concerned.

All vacations must have the approval of the Department Head. Employees must notify the Department Head in writing at least sixty (60) days, if possible, in advance of their next anniversary date, of the vacation period desired. If the period is suitable and the schedule permits, the Department Head will grant the request.

Section 5. Accumulated Vacation. An employee shall not

accumulate more than two hundred forty (240) hours of vacation time.

If the employee is unable to take vacation time at the request of the Sheriff due to special events, scheduling, etc., the employee will be allowed to carry more than the two hundred forty (240) hours listed above until such time that the Employer can make arrangements for employee to take vacation time prior to losing any of the employee's accumulation.

The employee will be paid for all accumulated annual leave up to two hundred (200) hours upon termination of employment or in the event of death to the married survivor of the deceased if applicable, otherwise to the estate of the deceased.

## ARTICLE 22. PENSIONS AND INSURANCE

Section 1. Pensions. The Municipal Employee's Retirement Plan B-2 provisions are now in effect. The Employer agrees to pay the full cost of the retirement benefits including the employee's share.

Section 2. Hospitalization Insurance. The Employer agrees to pay the full family cost of the Blue Cross/Blue Shield Master Medical Hospitalization Plan with ML Rider, plus the \$2.00 co-pay drug program and Dental Plan Option I with an optical rider for each employee who has completed probation while employed.

Upon retirement, employees and their families may be continued on Blue Cross/Blue Shield Master Medical Hospitalization with the options and riders applicable at his/her own expense under the group policy.

Section 3. Worker's Compensation Insurance. Employees will be covered by the applicable Worker's compensation Laws. The Employer will pay for the waiting period for an employee who actually qualifies for Worker's Compensation.

Section 4. False Arrest Insurance. The Employer shall carry sufficient liability insurance on all employees to cover possible False Arrest suits.

Section 5. Part-Time Employees. The above pension, hospitalization insurance plans shall also be applied to part-time employees as one of their benefits on a pro-rated basis (hours worked percentage of full time employees 2,080 yearly hours worked).

Section 6. Life Insurance. The Employer will provide for each full time employee, life insurance in the amount of ten thousand dollars (\$10,000.00).

## ARTICLE 23. LEAVES OF ABSENCE

Section 1. An employee who, because of accident, illness or pregnancy, is physically unable to report to work shall be given a leave of absence without pay or benefits except as allowed under the sick leave provision of this contract for up to one (1) year, provided he/she properly notified the Employer of the necessity therefor, and provided further that he/she supplies the Employer with a certification from a licensed physician of the necessity for the continuation of such absence when the name is requested by the employer. The employee may extend the leave of absence for up to an additional one (1) year period, provided medical certification from a licensed physician for an extension is provided. In addition, the Employer may require a medical examination, at its expense, by a physician of its choosing and certification from its doctor as to the necessity of the extension.

Section 2. Employees shall accrue seniority while on leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted or to a position to which his seniority entitles him.

Section 3. Members of the Union elected to attend a function of the International Union or Council #25, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions, but may use annual leave.

Section 4. An employee shall be given a leave of absence for up to two (2) years to fill the Undersheriff position if appointed by the Sheriff.

#### ARTICLE 24. MISCELLANEOUS

Section 1. Bulletin Board. The Employer will provide a bulletin board in the County Sheriff's Department, which may be used by the Union for posting notices pertaining to Union business.

Section 2. Telephone Expense. The Employer shall reimburse Road Deputies for telephone calls incurred in connection with County business.

Section 3. Uniforms and Uniform Allowance. The Employer shall provide each employee working in the Jail, and Road Deputies with uniforms as deemed necessary by the Sheriff. The uniforms shall be the property of the County.

It shall be the responsibility of the Employer to clean and otherwise maintain the uniforms.

The Employer shall also provide the following:

Ammunition (for training purposes)

Flashlights and batteries (auxiliary personnel and officers)  
 Badges  
 Shoes (1 pair per year for uniformed personnel)  
 Ammunition (900 rounds for Road Deputies)  
 Weapons  
 Glasses (replacements for glasses broken in the line of work)  
 Each Road Deputy shall be supplied with a current motor vehicle code book.  
 Each Road Deputy shall be supplied with a Michigan State Police handbook of Criminal Law and Procedure.  
 Each Road Deputy shall be supplied with one set of fatigues (not to be construed as daily dress).

The Sheriff will assign second deputy on a prisoner transported over sixty (60) miles.

Section 4. Longevity. A regular full time employee who has attained the following length of continuous service with the Employer and who is employed at the date of payment and has actually worked or been paid from County General Fund dollars for twelve hundred (1,200) hours during the year, shall be eligible for the following longevity payments to be paid on or about the first payroll period following the employee's anniversary date of employment. The employee must notify the payroll department at least two (2) pay periods before his/her anniversary date of the expected longevity payment.

Employee who has completed 4 years of service....	\$400.00
Employee who has completed 5 years of service....	\$500.00
Employee who has completed 6 years of service....	\$600.00
Employee who has completed 7 years of service....	\$700.00
Employee who has completed 8 years of service....	\$800.00
Employee who has completed 9 years of service....	\$900.00
Employee who has completed 10 years of service..	\$1000.00
Employee who has completed 11 years of service..	\$1100.00
Employee who has completed 12 years of service..	\$1200.00
Employee who has completed 13 years of service..	\$1300.00
Employee who has completed 14 years of service..	\$1400.00
Employee who has completed 15 years or more of service.....	\$1500.00

Section 5. Resident Deputies. If resident deputies are required to relocate on a temporary or permanent basis, the Employer will either provide housing or reimburse the employee the total cost of moving expenses. Any intention on the part of the Employer to relocate an employee on a temporary or permanent basis shall be subject to a special conference, and shall be for good and just cause. Any dispute over relocation shall be subject tot he fourth step of the Grievance Procedure.

Section 6. Physical Examinations. (a) All newly hired

employees of the Mackinac County Sheriff's Department will be required to pass a physical examination prior to being hired.

(b) All other employees of the Mackinac County Sheriff's Department upon request by the Employer will be required to have a yearly physical examination.

(c) All costs for physical examinations within the Sheriff's Department will be paid for by the Employer.

Section 7. Special Activity Days. It is hereby agreed that the following days will be special activity days and on these days, or other days as deemed necessary by the Sheriff, special staffing level both inside the jail and in patrol cars shall apply.

1. Annual Antique Auto Show (St. Ignace) - There shall be two Deputy Corrections Officers on duty on the following days and times:

Thursday: 3:00 p.m. until midnight  
Friday: 12:01 a.m. until 7:00 a.m.  
3:00 p.m. until midnight  
Saturday: 12:01 a.m. until 12:01 a.m. (midnight  
until midnight)  
Sunday: 12:01 a.m. until all arraignments  
are finished

2. Labor Day

#### ARTICLE 25. TERMINATION

This Agreement which shall be effective January 1, 1992, except as otherwise expressly provided herein, shall continue in full force and effect until midnight, December 31, 1993 and from year to year thereafter, unless either party shall give notice to the other of its intentions to terminate or modify the same. Such notice shall be given at least ninety (90) days but not more than one hundred twenty (120) days prior to December 31, 1993, or any anniversary date next following said notice. Said notice shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, to Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, addressed to Mackinac County Board of Commissioners, Mackinac County Courthouse, St. Ignace, Michigan 49781 or to such address as either party hereafter designates in writing to the other.

Mackinac County Sheriff's  
Department Employees' Chapter  
of Local #388, Michigan Council  
#25, AFSCME, AFL-CIO:

Robert E. Roberts

Billy J. Busling

Mackinac County Board of  
Commissioners:

Conrad A. Stoberg

Ray D. B. Grant

Dale S. Webber

Molly Fenton Matthews

Thomas P. Dumm

Mackinac County Sheriff:

Lawrence Lencette

BJB:rluoe547aflcio  
42792

APPENDIX A  
CLASSIFICATIONS - WAGE RATES AND SALARY SCHEDULE

Effective the first full pay period beginning on or after January 1, 1992 the following wage rates and schedule shall apply:

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>
Road Deputy	19,416.00	21,120.00	22,734.00
Chief Correction Officer	16,995.60	18,095.60	19,298.60
Clerk Typist	16,337.60	17,219.60	18,100.60
Correction/Dispatcher	15,641.60	16,827.60	18,033.60
Part-Time Relief Correction	7.52/hr.	8.09/hr.	8.67/hr.
Full Time Cook			7.59/hr.
Second Cook	5.31/hr.	5.98/hr.	6.60/hr.

Effective 1/1/93:

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Road Deputy	19,936.00	21,640.00	23,254.00
Chief Correction Officer	17,765.20	18,865.20	20,068.20
Clerk Typist	17,107.20	17,989.20	18,870.20
Correction/Dispatcher	16,411.20	17,597.20	18,803.20
Part-Time Relief Correction	7.89/hr.	8.46/hr.	9.04/hr.
Full Time Cook			7.96/hr.
Second Cook	5.68/hr.	6.35/hr.	6.97/hr.

New hires may be started at a level within the established salary range above the normal start rate at the sole discretion of the Employer due to qualifications, ability, special skills and/or experience.

For the purpose of computing hourly rates for overtime purposes, etc., the annual salary will be divided by 2,080 hours.

Part-time Relief Correction Officer shall be paid overtime for hours worked in excess of forty (40) hours per week and be paid holiday pay for hours worked during a 24-hour holiday period.

The second cook, if working a full time schedule, will be paid at the full time cook rate.



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