

## **ARTICLE 1 - AGREEMENT**

THIS AGREEMENT entered into on this day April 13th of, 2010 and effective on the first day of January, 2010 between the Chippewa County Board of Commissioners, hereafter referred to as the "COUNTY", and the Chippewa County Sheriff, hereafter referred to as the "SHERIFF", as Co-Employers, hereafter referred to as "EMPLOYER", and the Fraternal Order of Police Labor Council, hereafter referred to as the "UNION".

## **ARTICLE 2 - PURPOSE AND INTENT**

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union. The parties recognized that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. Such services may also be determined by applicable Federal, State and/or local laws. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **ARTICLE 3 - LANGUAGE**

Section 1. Unless otherwise expressly defined in this Agreement all words shall connote their common meaning. The headings used in this Agreement are for reference only. Wherever, in this Agreement, masculine or feminine pronouns appear they are used for literary purposes and are meant in the generic sense.

## **ARTICLE 4 - DEFINITIONS**

Section 1. Employee. The term "employee" as used in this Agreement shall refer to and include only those full time hourly employees employed by the Employer and recognized by this Agreement in Article 5. All supervisory, salary, temporary, and part-time employees employed by the Employer are excluded from all provisions of this Agreement.

Section 2. Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Publics Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and certain other conditions of employment for the term of this Agreement of all full-time employees of the Employer included in the bargaining unit classifications described as follows: "MiCOLES Certified Deputies, Sergeants and Detectives but excluding employees assigned to corrections and all other employees".

Section 3. Extra Contract Agreements. The Employer agrees not to enter into any agreement with any other Labor Organization with respect to the Employees covered

by this Agreement, nor any Agreement or contract with Employees covered by this agreement, individually or collectively, which conflicts with the expressed term of this Agreement, during the term of this Agreement.

Section 4. New Classifications. If, during the terms of this Agreement, the Employer desires to establish a new job classification, it shall give notice to the Union not less than thirty (30) days prior to the implementation of the new classification. Said notice shall include the title of the new classification, a brief description of the job to be performed, and the applicable rate(s) of pay.

Section 5. Sergeants & Supervisors. Sergeants shall be members of the bargaining unit and shall serve in the capacity of a work leader. In that capacity the Sergeant will relay all orders, directives, and policies promulgated by the Sheriff (or designee), to all Employees. The Sergeant shall see that such orders, directives, etc. are carried out and shall report any deviation. The Sergeant shall have no decision making Authority in any disciplinary action.

Section 6. Displacement. Supervisors or other non-bargaining unit personnel shall not be used by the Employer to perform bargaining unit functions in a manner which would directly cause the layoff of any bargaining unit member.

## **ARTICLE 5 - REPRESENTATION**

Section 1. Stewards. The Employer recognizes the right of the Union to designate a Steward and Alternate from the seniority list of the Bargaining Unit described in Article 4. Once the Steward and the Alternate are selected, their names will be submitted to the Employer within ten (10) working days.

Section 2. Duties of Steward. When requested by an Employee the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation. With prior approval from the immediate non-bargaining unit supervisor, the Steward or Alternate may be allowed reasonable time off during working hours without loss of pay or benefits. Where an Employee presents his/her own grievance without the intervention of the Steward or Alternate, said Steward or Alternate shall be given the opportunity to be present if the Employee requests.

Section 3. No Overtime Compensation. It is expressly agreed that the Employer shall not be liable to pay overtime compensation to any Employee for direct or indirect Union related activity.

Section 4. Bargaining Committee. The Employer agrees to recognize not more than two (2) non-probationary permanent Employees of the Bargaining Unit as a Bargaining Committee provided that during negotiations, no more than one (1) of the said Committee shall be on duty. The Union shall furnish the names of the Committee members to the Employer in writing. The Employer and the Union shall both have the right to consult with or be represented by any one (1) or more outside professional representatives at any stage of negotiations or contract administration.

Section 5. Employers Representatives: The Employer shall be the County of Chippewa, represented by the Personnel Committee, the Controller (or other officials as designated by the County Board) and the Chippewa County Sheriff, (or Undersheriff when designated by the Sheriff). Reference in this contract to any of these positions specifically refers to individual responsibilities and not in the "joint" Employer capacity.

## **ARTICLE 6 - RESPONSIBILITY**

Section 1. No Lockouts. The Employer agrees that for the duration of this Agreement, in consideration of the promise of the Union in Section 2, there shall be no lockouts.

Section 2. No Strike. The parties hereby mutually agree and recognize that the services performed by the Employees are essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of services for any cause whatsoever by the Employees it represents, nor shall there be a concerted failure by them to report for their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of their work. The Union further agrees that there shall be no strike, sit-down stoppages of work, or any acts that interfere with the services of the Employer as long as this Agreement is in force.

Section 3. Penalty. Union members will not engage in Union activity on the Employer's time, or engage other Employees in Union activity while such Employees are on the Employer's time, except as specifically provided by this Agreement. Failure or refusal on the part of any Employee fully to observe and obey any and all provisions of this Article and of Section 2 shall, at the option of the Employer be sufficient grounds for disciplinary action.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

Section 1. Rights. The County, on its own behalf and on behalf of the electors, and the Sheriff of Chippewa County, on his/her own behalf, hereby reserve and retain unto themselves, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitutions of the State of Michigan and of the United States. Further, the management of the Sheriffs Department and the direction of the work force including but not limited to the right to determine what work will be done in what order and by whom; the right to determine whether overtime is required and how much; the right to establish standards of performance and conduct and to be the sole judge of the Employees performance and conduct in connection with those standards; the right to hire, promote, demote. Layoff, recall, transfer, suspend for just cause, discipline and discharge any employees for just cause; the right to change; and/or introduce new and improved operating methods and facilities; the right to set policies for the department; the right to determine work schedules and shifts; the right to decide the number of employees needed at any one time and the right to adopt rules and regulations governing Employees' dress, conduct, and work performance shall be vested exclusively with the Employer. The Employer

shall have the right to adopt and enforce rules and regulations concerning standards of conduct and performance of duties of Department personnel and to otherwise govern the employment relationship. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices, and the use of rudiment and discretion in connection therewith shall be subject to review by means of arbitration, pursuant to the grievance procedure established in this Agreement.

Section 2. No Discrimination. The parties hereto agree that there shall be no discrimination in the application of this Agreement or work rules thereunder on the basis of race, creed, color, national origin, age, sex, or Union membership.

## **ARTICLE 8 - UNION SECURITY**

Section 1. Agency Shop. As a condition of employment, all Employees included in the bargaining unit as set forth in Article 4, of this Agreement shall either become members of the Union or shall pay the monthly labor service fee that is uniformly required of all Union members to the Union thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later. An Employee shall be deemed as in compliance with this section if the payment of Union dues or the monthly service fee is not more than thirty (30) days in arrears. In the event an Employee becomes delinquent thirty (30) days or more in the payment of such dues or fees, said Employee shall be separated from the employment by the Employer following written notice, and demand thereof by the Union.

Section 2. Dues Check-off. Dues shall be paid by payroll deduction. The County agrees to make such payment for all Employees upon receipt of a signed Dues check-off card from each Employee. The Union shall provide the check-off cards.

Section 3. Save Harmless Clause: The Union shall intervene, indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, liability and action which may directly or indirectly arise out of the deduction of the Union membership dues, service fees pursuant to any portion of this Agreement.

## **ARTICLE 9 - SPECIAL CONFERENCES**

Section 1. Conferences. Special Conferences for important matters or disputes of mutual concern may be scheduled upon the request of either party, Such meetings shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer.9A proposed agenda of the matters to be taken up at the Special Conference shall be submitted at the time a special conference is proposed, by the requesting party. After a special conference is scheduled and an agenda has been accepted by the parties, discussion at the conference will be confined to those topics included in the agenda unless otherwise agreed to in writing by the parties at the conference.

Section 2. Limitations. Special Conferences shall not be used as a substitution for the

grievance procedure provided by this Agreement nor shall Special Conferences become a substitute for the negotiations process.

Section 3. General Provisions. The Union Representatives may meet on the Employer's property for at least one (1) hour immediately preceding the Conference in a room designated by the Employer, provided Union members will not be compensated for time spent in preparation for a Special Conference. All reasonable efforts will be made to hold Special Conferences during non-working hours, however, if Special Conferences are held during a designated Union representative's regularly scheduled shift, said Employee shall be compensated for time spent in such Special Conferences.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

Section 1. Intent. It is the intent of both parties to this Agreement that the Grievance Procedure set forth herein shall serve as means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment.

Section 2. Definition. For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement, as written.

Section 3. Procedure. All grievances shall be processed in the following manner:

Step 1: The Union or the aggrieved Employee shall submit the grievance orally to the Employee's immediate non-bargaining unit supervisor. Said supervisor shall give an oral answer to the Union and the aggrieved Employee within seventy-two (72) hours of receiving the compliant. The oral grievance presentation and answer should be noted in writing, and a copy retained by each party. If the compliant is not satisfactorily settled at this point, it shall proceed to Step 2.

Step 2: The grievance shall be prepared in writing and shall state the facts on which it is based, when they occurred, the section (s) of the Agreement which have allegedly been violated, and the remedy desired. The written grievance shall be submitted to the Sheriff within seven (7) days of the event, or within seven (7) days after the grievant knows, or reasonably should have known of the event, with a copy to the Controller. The Sheriff (or designee) shall give a written answer to the Union within seventy-two (72) hours of receiving the written grievance with a copy to the Controller.

Step 3: If the answer in Step 2 does not effect a settlement, the grievance shall be referred to the Sheriff (or designee) and the Controller (or designee) and a representative of the Police Officers Labor Council. They, together with the Steward, shall meet at the office of the Sheriff within fourteen (14) days of the answer in Step 2, for the purpose of discussing the grievance and attempting to

reach a solution. Within seven (7) days of the conclusion of this meeting, the Sheriff (or designee) and the Controller (or designee) shall submit their decision in writing to the Union.

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

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

Section 4. General Procedures. In all steps of the grievance procedure previously described, either the Employer or the Union shall have the right to specify that the aggrieved Employee, the Employee's supervisor or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the Employer and the Union.

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

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

Section 5. Settlement. The grievance procedure shall stop at any point when the parties reach a satisfactory settlement. The settlement of any grievance shall be reduced to writing and signed by the Grievant and representatives of the Union and the Employer. Each party shall receive a copy of the signed settlement agreement.

## **ARTICLE 11 - DISCIPLINE, SUSPENSION & DISCHARGE**

Section 1 General Policy. The Employer is responsible for fair, impartial, and swift administration of all employee related disciplinary matters. The basis for such discipline shall be the Department work rules, this Agreement, and the laws of the United States and the State of Michigan.

Section 2. Just Cause. No Employee who is covered by this Agreement shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause. "Just cause" which will justify a disciplinary action should be in connection with the Employee's work, and should reflect a willful disregard of the Employer's interests.

Section 3. Specific Offenses. The following major offenses are not inclusive of all such offenses, but are examples of offenses which are grounds for discipline and/or immediate dismissal for just cause.

- A. Drinking during working hours, or being under the influence of liquor or drugs during working hours or bringing drugs or intoxicants onto the working premises.
- B. Calling or participating in a strike, walk-out, or slowdown.
- C. Theft or dishonesty.
- D. Insubordination.
- E. Disorderly conduct.
- F. Falsification of records.
- G. Use of foul or abusive language.
- H. Giving or taking a bribe as an inducement to obtaining work or retaining a position.
- I. Failure to report for duty without bonafide reason.
- J. Abuse of sick leave.
- K. Neglective duty.
- L. Unprovoked assault on the Employer or Employer's representative during work hours.
- M. Punching the time clock of another Employee.

Section 4. Progressive Discipline Procedure. Immediate discharge is reserved for those major offenses which, in the opinion of the Employer, endangers the safety of the public and/or other Employees, which are a clear violation of law, or other situations where corrective actions are not feasible. For other offenses, the following system of progressive discipline shall be followed. The following factors shall be considered in the process.

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

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

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

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

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

Section 5. Probable Cause Drug Testing. The Employer and the Employees agree to the probable cause drug testing policy in effect by the County for non-union personnel. Testing to be done by War Memorial Hospital or a similar entity with a Medical Officer Reviewing report provided.

## **ARTICLE 12 - SENIORITY**

Section 1. Definitions. Seniority shall be defined as the length of an continuous full-time service with the Chippewa County Sheriffs Department since the Employee's last



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

Section 2. Probationary Period. When a new employee is hired after January 1, 1997, he/she shall be considered a probationary employee for the first nine (9) months of service, provided, that the probationary period may be extended for an additional ninety (90) calendar days at the discretion of the Employer. The employee and the Union shall be notified in writing of any extensions of a probationary period. During this period of probation, the Union shall represent probationary Employees for the purpose of, but not limited to, rates of pay, wages, hours of work, and grievances concerning all aspects of the Agreement except those related to discharge or discipline for any reason at the sole discretion of the Employer.

Section 3. Seniority List. The Employer shall maintain a seniority list at all times showing name, position, class, and seniority date. This list may be reviewed by the Union upon request.

Section 4. Loss of Seniority. An employee shall lose seniority for the following reasons:

- A. Employee resigns or quits
- B. Employee is discharged or terminated from work and such discharge is not overturned by the grievance procedure contained in this Agreement.
- C. Employee retires.
- D. Employee is convicted of a felony or is convicted of a misdemeanor involving moral turpitude.
- E. Employee is laid off for a period of time equal to his/her seniority or one (1) year whichever is less.
- F. Employee is absent from work, including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff for three (3) consecutive working days without notifying the Sheriff (or designee), except where the failure to notify is due to circumstances beyond the control of the Employee.
- G. Employee falsifies reasons for leave of absence.

## **ARTICLE 13 - TRANSFERS AND VACANCIES**

Section 1. Promotions. The Sheriff shall consider qualified Employees of the Department for promotional opportunities that become available. Selection of Employees for promotion shall be made by the Sheriff in his/her complete discretion based upon the Employee's seniority, experience, ability to perform the available work,

training, and background. If, in the sole opinion of the Employer no qualified applicant exists within the bargaining unit, the Employer may fill the position with non-bargaining unit personnel.

Section 2. Transfer Outside the Bargaining Unit. If an employee covered by this Agreement is permanently transferred or promoted to a non-bargaining unit position with the Employer, he/she shall retain his/her seniority as of the date of the transfer or promotion and he/she shall, for the period of six (6) months, continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he/she is in the non-bargaining unit set forth in this Agreement while he/she is in the non-bargaining unit position, the Employer may demote the employee to his/her former classification or the employee may request in writing to be returned to his/her former classification. The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his/her seniority shall be reinstated upon the date of his/her returned and he/she shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining unit in excess of nine (9) months, his/her bargaining unit seniority shall be cancelled and he/she shall no longer be permitted to return to the bargaining unit with seniority.

Section 3. Posting of Vacancy. In the event of a permanent vacancy, a notice shall be posted on the Department bulletin board for five (5) full working days. The notice shall set forth the standard work requirements of the job, standard qualifications, and rate of pay.

## **ARTICLE 14 - LAYOFF AND RECALL**

Section 1. Definition. Layoff shall be defined as a reduction in the work force. Recall shall be defined as a return to work at a permanent position in the department from such layoff.

Section 2. Order of Layoff. The first Employee to be laid off within the bargaining unit classifications affected shall be probationary and/or temporary employees. Layoff of permanent Employees shall be in reverse order of seniority within the job classification affected. Whenever practical, the Employer agrees to give ten (10) days advance notice to affected Employees before a layoff.

If an employee is laid off, then for such time as the employee has seniority under section 38 (E), the Employer shall first offer any available bargaining unit work in the employee's classification to that employee before offering the work to non-bargaining unit employees. The laid off Employee shall follow rules established by the Sheriff so as to insure the Employee can be contacted within a reasonable amount of time.

Section 3. Transfer to Other Job Classification. Within twenty-four (24) hours after receipt of layoff notice an Employee may request to be transferred to a lower paid job classification within the Department. The Employee must meet the following

requirements for such requests to be approved:

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

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

Section 4. Recall. Employees on layoff status who retain seniority shall be recalled-for any permanent position which becomes open in which they have classification seniority and for which they are qualified. Such recalls shall be in the order of seniority with the most senior person being recalled first. The Sheriff shall notify the Employee of recall by Certified Mail to the Employee's last known address. If the Employee does not report within seven (7) days of the date of the letter is sent, or such longer time as acceptable to the Sheriff, said Employee shall be deemed to have refused recall and be considered a voluntary quit. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

## **ARTICLE 15 - HOURS OF WORK**

Section 1. Work Week and Work Day Definitions. Any definition of an Employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per work week. The Employer specifically reserves the right to reduce the number of hours per work week if operating or economic conditions warrant.

Section 2. Normal Work Period, Work Week and Work Day. The normal week for all permanent full time Employees shall consist of forty (40) hours of work. The normal work day depending on shift for said Employees shall consist of eight (8) hours or twelve (10) hours in a twenty-four (24) hour period commencing at 12:01 A.M. The work period shall begin at 6:00 A.M. the second Sunday following. Under this schedule the only overtime paid will be for hours worked in excess of the regular work schedule. Upon mutual agreement between the Employer and the Union the schedule may be modified.

Section 3. Lunch and Rest Breaks. Employees will receive a 30 minute lunch break and two (2) 15 minute work breaks during working hours, at the discretion of the Sheriff. Break/lunch time is not cumulative and cannot be used to offset work hours.

Section 4. Pay Period. A normal pay period shall consist of eighty (80) hours in a fourteen (14) day period (Sunday through Saturday). Pay day shall be the Friday following the end of the pay period. When the regular Pay Day falls on a Holiday, payment shall be made on the day preceding the Holiday.

Section 5. Overtime. All hours worked over regularly assigned shift eighty (80) hours in a pay period shall be paid at the rate of one and one-half the Employees regular hourly rate. All hours paid shall be considered as time worked for the purpose of this section.

Section 6. Pyramiding. Hours for which overtime or other premium pay are paid on one basis shall not be counted again for purposes of other overtime or premium pay.

Section 7. Scheduling. Employees of this bargaining unit assigned to road patrol duties shall be permitted to bid for shifts based upon seniority. Such bidding shall take place every six (6) months. The Sheriff shall have the right to change the posted schedule with the exception that an Employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding overtime.

Section 8. Compensatory Time Off. Employees may elect to take compensation time off in lieu of overtime payment subject to the approval of the Sheriff. Such compensatory time off shall be computed at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, in accordance with Federal Labor Standards, such compensatory time off can not exceed a bank of 40 hours, and shall be used within one year of which it was earned. Employees may convert unused compensatory time into sick time in accordance with Article 18, Section 1 of this Agreement.

Section 9. Call-in Pay. Employees ordered to work during their off duty time, including court appearances, shall receive no less than two (2) hours pay for reporting provided they are not notified beforehand not to report.

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

Section 10. Shift Swapping. Employees may agree to trade shifts with other Employees for one or more days at a time, for their own convenience, upon prior notification to and approval of the Sheriff or the Undersheriff. It is understood and agreed that no overtime shall result in any way for such voluntary changes, and for overtime and scheduling purposes, it is presumed that the shift trade did not occur.

Section 11. Equalization of Overtime. The Sheriff shall maintain a roster of scheduled overtime and such overtime shall be distributed as equally as possible among the available employees in the classification concerned. Such roster shall include a record of overtime worked as well as overtime offered and refused. Notwithstanding the provisions of this section, emergency overtime work may be performed by any available qualified personnel in the classification which normally performs such work. Employees will not be considered for overtime while they are on vacation or leaves of absence either with or without pay.

Section 12. Voting. If an Employee is scheduled to work during all the hours in which the polls are open, said Employee shall be allowed to vote while on duty.

## **ARTICLE 16 - HOLIDAYS**

**Section 1. Holidays Recognized.** The following shall be recognized as holidays:

New Years Eve Day	
New Year's Day	
Lincoln's Birthday (February 12 <sup>th</sup> )	Veteran's Day (Nov. 11 <sup>th</sup> )
Good Friday	Thanksgiving Day
Memorial Day (May 30)	Day After Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
	Employee's Birthday

**Section 2. Holiday Pay.** Employees shall receive a holiday allowance of eight (8) hours straight time pay for each of the holidays if no work is performed thereon. For all hours worked on holidays; holiday pay at time and one-half shall be paid of the holiday in addition to the regular holiday allowance. Payment of holiday allowance (104) hours straight time shall be made once per year on the first pay period in December. Time and one-half payments for hours actually worked on a holiday shall be made in the pay period in which it occurs. In the event the employee terminates employment prior to that date the allowance shall be prorated and paid.

**Section 3. Eligibility for Holiday Pay.** An Employee shall be eligible for holiday pay only under the following conditions:

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

**Section 4. Holiday Hours.** Employee shall be deemed to have worked on a holiday if said Employee's shift starts during the period 12:01 a.m. - 11:59 p.m. on the day of the Holiday, and such work, until the end of the shift, shall be considered work on a holiday.

**Section 5. Days Off.** Any holiday which occurs on an Employee's regularly scheduled

day off, and for which the Employee is paid a holiday allowance, shall not be considered as time worked for overtime purposes.

Section 6. Holidays Off. An Employee, who wishes to receive the holiday off, should notify the Sheriff at least one (1) week in advance, and every effort will be made to arrange for a replacement.

Section 7. Part-Time Employees. As defined in the definition of this Agreement, afore-described part-time Employees are not eligible for the holiday pay benefits.

## **ARTICLE 17 - VACATION**

Section 1. Vacation Periods. Length of seniority shall determine eligibility for vacation days according to the following schedule:

	MAXIMUM HOURS OF PAY <u>ACCRUED ANNUALLY</u>
After 1 year	40
After 2 years	80
After 5 years	120
After 10 years	160
After 15 years	200

Section 2. Vacation Scheduling. Prior to April 15th of each year, vacation shall be scheduled with the Sheriff. In the event of schedule conflicts between employees, the most senior employee shall have the first choice. Vacation requests received and approved by the Sheriff after April 15th shall be approved on a first come first served basis, with the employee submitting his/her request at least seven (7) days in advance. Final determination of vacation schedules is left to the Sheriff, taking into account time needs of the department. Employees must be given the opportunity to take their vacation prior to the end of their anniversary year. Vacation time will not be allowed to accumulate from year to year. If an employee is prevented from taking his/her vacation during the year through the needs of the department, said employee shall be permitted to take his/her vacation during the following year, or receive hour for hour straight-time pay, at the option of the employee. Should an employee be off sick during their scheduled vacation time, they may be permitted to change their vacation to another date which will not conflict with another employee's vacation time. Consideration of such request is contingent upon prompt notice and proof of illness to the Sheriff,

Section 3. Vacation Pay. A day of vacation shall consist of eight (8) hours at the Employee's regular hourly rate, excluding shift premiums. Upon request, and such

request at least two (2) weeks in advance of the starting date of an Employee's vacation, an Employee shall be given his/her vacation pay covering the amount of vacation to be taken. Such payment shall be made on the last pay day preceding the commencement of the afore-mentioned vacation.

Section 4. Benefit on Termination. On termination of employment, an employee or his/her heirs shall be compensated, on a pro-rata basis, for all unused accumulated or earned vacation.

## **ARTICLE 18 - LEAVES OF ABSENCE**

Section 1. Sick Leave. The Employer agrees to provide and pay the full premium for the short term and long term disability insurance policy. The policy will take effect on the first (1<sup>st</sup>) day of injury and the eighth (8<sup>th</sup>) day of illness. The benefit level for short term coverage (12 weeks) will be sixty six and two thirds percent (66 2/3%) of weekly salary to a maximum benefit of \$575 per week, based on the employee's base rate of pay. The benefit level for long term (24 months) shall be sixty six and two thirds percent (66 2/3%) to a maximum benefit of \$5,000 per month. Upon implementation of this short term and long term disability program, employee's sick leave banks will be capped at 168 hours. Employees who have more than 168 hours in their banks will be paid for all hours in excess of 168 at the rate of pay in effect at the time of payoff.

Further, on January 1<sup>st</sup> each year, each employee shall be credited with eight (8) sick leave days equal to the individual employees regularly scheduled work day. At the end of the year, employees who do not have at least 168 hours in their sick time bank shall have the unused portion of the eight (8) days credited to their bank so as to bring their bank to 168 hours. Employees may also transfer any unused and accumulated compensatory time into their banks. Any unused hours remaining shall be paid to the employee. Employees who have 168 hours in their bank shall be paid for all unused time in excess of 168.

Sick leave may be used for cases of actual sickness only. Abuse of such policy shall be cause for discipline up to and including dismissal. An Employee shall promptly notify the Sheriff (or designee) of any illness or disability which will prevent said Employee from working. Proof of illness by means of a signed statement from a physician, may be requested by the Sheriff for any absence in excess of three (3) days per pay period or one hundred twenty (120) hours per rolling calendar years. Rolling calendar year is defined as follows:

The (12) month period for a rolling calendar year is based on the prior (12) months, starting from the date on which an employee uses any sick leave. That is, when an employee uses sick leave, the prior (12)months will determine usage that may require proof of illness from a physician.

After having accumulated three (3) years of seniority, employees shall be entitled to payment of 100% of all unused sick leave upon severance from employment for any reason except discharge for just cause.

An Employee returning from Sick Leave will resume the classification and shift previously held, provided said Employee can perform the required work. Only one such physician statement need be supplied if a chronic condition is indicated.

Section 2. Work Related Injury-Sick Leave. Employees are covered by worker's compensation insurance. Employees will immediately report any job related illnesses or injuries to their immediate supervisor. Each Employee will be covered by the applicable Worker's Compensation Laws. An Employee who is injured on the job, and who is entitled to worker's compensation benefits, shall be permitted to draw sick leave pay in such amounts so that total compensation and sick pay will be equal to the Employee's regular rate of pay, based on a normal scheduled work week, to the extent the Employee has earned accumulated sick leave. Employer will continue to pay health insurance for up to a period of twenty-four (24) months.

Section 3. Maternity. Leave of absence for disability due to pregnancy shall be treated the same way as any sick leave and/or other leave of absence.

Section 4. Bereavement Leave. In the event a death occurs in the immediate family of an Employee, said Employee shall be entitled to three (3) working days off with pay. One of these days must be the day of the funeral of the deceased family member. Additional time off, with or without pay, may be authorized by the Sheriff. Immediate family is defined as:

Parent, Spouse, Children, Step Children, Sister, Brother, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Daughter-in-Law, Son-in-Law, and Grandparents and Grandchildren of Employee and Spouse.

Section 5. Personal Leaves of Absence. Employees will be granted three (3) paid personal leave days annually. Prior notice of the use of such personal leave days shall be given to the Employee's supervisor at least twelve (12) hours in advance. Personal leave days will not be cumulative.

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

Section 6. Active Military Leave. An Employee who leaves employment for active military service shall, at the completion of such service, be re-employed in such a manner as to give said Employee such status in his/her employment as would have



been enjoyed if the Employee had continued in such employment continuously from the time of entering the Armed Forces until the time of restoration to employment. An Employee can serve a total of four years on active military duty without loss of said reemployment rights. These limits are to be extended if additional active duty is performed involuntarily. Applicable provisions of the Veterans Re-Employment Act shall prevail.

Section 7. Military Reserve Leave. A permanent full-time Employee who is a member of a National Guard or Reserve Unit and who is called to active duty will be given time off to fulfill his/her obligation. In addition, the Employer will pay the Employee the difference between his/her military salary and his/her regular wages while attending such active duty sessions for a period of time not to exceed two (2) weeks pay in any calendar year. Proof of service and pay must be submitted. If an Employee is in an active reserve unit which meets one weekend a month, said Employee's schedule will not be changed for the express purpose of guaranteeing that he/she is always on regular days off while attending reserve sessions.

Section 8. Union Business Leave. Upon advance notice and with the approval of the Sheriff, leaves of absence without pay for a period not to exceed fifteen (15) days will be granted to Employees to attend State and National Union Conventions. Seniority will accumulate during such leaves.

Section 9. Family Medical Leave The Employer, Employees and the union recognize that they are bound by The Family Medical Leave Act and its amendments and may exercise all rights hereunder. The measure of use for the twelve weeks in a twelve month period under FMLA will be as follows:

The (12) month period is based on the prior (12) months, starting from the date on which an employee uses any FMLA leave. That is, when an employee begins a qualifying FMLA leave, the prior (12) months will determine the remaining weeks of leave that may be taken.

## **ARTICLE 19 - INSURANCE AND BENEFITS**

Section 1. Pensions. The Municipal Employees Retirement System (MERS) Plan B-4 FAC 3 provision and the F55 (20) Waiver, Benefit Program E-2, shall be provided to each employee. Each employee will pay three percent (3%) of his/her gross annual salary into the pension fund with the Employer paying the remaining cost to fund the plan with the Employer implementing the process of Contribution Program P effective January 1, 1991.

Effective July 1, 2008 – F50 (25) Waiver will be added.

Effective May 1, 2010 new employees will be placed under the County's new MERS Hybrid program, the same as non union personnel which the employee will have a one

percent multiplier on the Defined Benefit portion of the plan paid for by the Employer and (1) percent of his/her gross salary paid by the Employee into the Defined Contribution portion of the plan. The Employer will not contribute to the to the Defined Contribution side of the plan.

Section 2. Hospitalization/Medical Coverage.

A. The Employer agrees to pay the required premiums for each full-time bargaining unit employee who has completed ninety (90) calendar days of employment with the Employer, the Employee's spouse, and all dependents under the age of nineteen (19) years, under the Blue Cross/Blue Shield Medical Insurance Program, or an alternate program of health insurance coverage selected by the Employer pursuant to this Agreement. The Employer reserves the right to: select or change the insurance carrier and to choose and change the administrator of such insurance program, provided the level of such benefits remains substantially the same. In the event the Employer and the Union are unable to agree on whether a proposed plan is substantially the same, the dispute shall be submitted to binding arbitration for a decision.

B. Effective as soon after the signing of this agreement in 2006, the Insurance program shall be changed as follows with Blue Cross/Blue Shield:

Community Blue PPO – Non-Standard Plan  
D250P, D500NP, 30% NP, RX 10/40  
Emergency Room \$50.00  
Office visit including chiropractic services \$15.00  
Preventative services \$250.00  
Deductible \$250/\$500.  
Drug Rider \$10/\$40, Rx Rider, Riders CI, PCD, PD-CM  
Hearing Aid coverage  
Vision Series A80  
Dental 50 50 50 1000 OS 50 1000

C. The Employer agrees to pay the required premiums for health and life insurance of an employee while on Child Care Leave to a maximum of six (6) weeks.

D. Effective January 1, 2000, employees who elect not to participate in the health insurance program of the County will be reimbursed at the rate of \$1500.00 per year (\$125 per month), on the first regular payday in December, for the months not covered by the County provided insurance program.

E. Employees who agree to payment in lieu of insurance will sign a waiver in that regard.

Section 3. Retiree Coverage.

Eligible retirees who receive health insurance upon retirement shall receive the same coverage as current employees. Premiums for health insurance shall be consistent with the following schedule. The benefit shall be subject to the rules of the insurance carrier.

- A. The Employer agrees to pay a retiree's family cost of the bargaining unit hospitalization/medical insurance in effect on the date of the Employee's retirement, as follows:

<u>YEARS OF SERVICE AND AGE</u>	<u>PERCENT OF PREMIUM PAID</u>	<u>LENGTH OF PREMIUM PAYMENT</u>
Effective January 1, 2000		
20 Years of Service and at least 55 Years of Age	100%	Retiree's Lifetime
15 Years of Service and at least 55 Years of Age	75%	Retiree's Lifetime
10 Years of Service and at least 50 Years of Age	50%	Retiree's Lifetime

- B. Employees hired after January 1, 2006 and become eligible retirees with the Employer, shall NOT be afforded health insurance premium benefits, upon retirement. A health care savings program, with Municipal Employees' Retirement System (MERS) has been established for these employees to participate in, with the Employer funding 1% of the employee's annual base wage, which will match the employee's contribution of 1%. The funding for this program will begin on the Employee's one year anniversary date.

Section 4. Life Insurance. The Employer agrees to pay the full premium for term life insurance coverage in the sum equal to the employee's annual base wage with double indemnity for each full-time Employee. (1-1-06)

Section 5. Safety and Health.

- A. The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employees.
- B. The local may designate a Safety Committee of not more than three (3) employees who will meet with the representatives of the Employer at such times as may be mutually agreed upon for the purpose of discussing the enforcement of safety rules and the maintenance of safe

working conditions. The Union will provide the Sheriff with a current list of the names of the Safety Committee members.

- C. The Union will cooperate with the Employer in encouraging the employees to observe the health, safety and welfare rules and regulations which shall be prescribed by the Employer and to work in a safe manner. The committee shall be of a general advisory nature only with no authority to prescribe policies or penalties.

Section 6. Uniforms and Equipment. The Employer shall furnish all uniforms, leather goods, flashlights and batteries for same, ammunition, and all other necessary equipment. Further, the Employer shall provide one pair warm weather and one pair cold weather approved boots and shoes, suitable for outdoor seasonal wear. Employees wishing for a specific boot or shoe in greater cost than that which the Employer issues, may pay the difference. Boots and shoes shall be replaced at any time that they do not fit or become unserviceable in any way. Any uniforms and equipment provided by the Employer shall be returned to the Employer in the event an Employee terminates employment. Under no circumstances, shall the afore-mentioned items be utilized for personal use.

Section 7. Bullet Proof Vest.

- A. The Employer will provide a bullet-proof vest for each Employee who is required to wear one under this section. The vest will remain the property of the Employer.
- B. All bargaining unit personnel shall wear bullet-proof vests in accordance with the personnel policies as established under Section 81 of this contract.

Section 8. Dry Cleaning. The Employer shall pay the cost of cleaning three (3) shirts and one (1) pair of trousers each week. Such cleaning allowance shall be limited to items of uniform apparel.

Section 9. Detective Clothing Allowance.

- A. In addition to any uniform issued, the Employer shall provide an annual clothing allowance at the rate of \$50.00 per month to the full-time Detective, and \$25.00 per month to officer(s) assigned as full-time to the S.A.N.E. unit and paid regularly by Chippewa County.
- B. Those employees cited in "A" above will be reimbursed on the first regular payday in December, for the months in which they were assigned to the positions stated or upon termination from the Department.

Section 10. Computation of Benefits. All hours paid to an Employee shall be

considered as hours worked for the purpose of computing any of the benefits under this Agreement unless otherwise specifically provided.

Section 11. Base Hourly Wage Rate. The following base wage rate schedule shall apply to all Employees covered by this Agreement:

Classification:	Effective 1/1/2010	Effective 1/1/2011	Effective 1/1/2012	Effective 1/1/2013
Sergeant	\$22.07	\$22.62	\$23.19	\$23.77
Marine Sgt/Dep	21.37	21.90	22.45	23.01
Detective	20.74	21.26	21.79	22.33
Deputy 3 year	20.39	20.90	21.42	21.96
2 year	20.10	20.60	21.12	21.65
1 year	19.89	20.39	20.90	21.42
Start	18.10	18.55	19.01	19.49

Employees shall choose a financial institution and shall subscribe to direct deposit for pay purposes.

Section 12. Longevity Each employee covered by this Agreement will receive, in addition to his/her regular pay, a longevity payment to be added to his/her wage. Said payment to be based upon the following schedule:

Four (4) through Seven (7) Years	5 cents per hour
Starting with the eighth (8) year through eleven (11 ) Years	10 cents per hour
Starting with the twelfth (12) year	15 cents per hour

Section 13. Shift Premium. A shift premium will be paid to Union personnel as follows:

For all hours worked between 5:00 p.m. to 6:00 a.m. -- \$0.50 per hour

## **ARTICLE 20 - MISCELLANEOUS**

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

There shall be a Field Training Officer(s) appointed by the Sheriff so as to insure the

proper training of new road patrol officers. Such Field Training Officers shall receive one (1) hour per day paid at the rate of time and one half for performing their duties as a training officer.

New road patrol officers may be assigned to the same schedule as the Field Training Officer for a minimum of 12 weeks. The trainee's schedule is subject to change at the discretion of the Sheriff to accommodate the FTO's schedule.

Section 2. Mileage and Expense. When an Employee is required by the Sheriff to use his/her personal vehicle in the performance of job duties, said Employee shall be reimbursed for mileage at the current mileage rate allowed by the County. When an Employee is required to engage in County business outside the confines of Chippewa County, said Employee shall be reimbursed for food and lodging in accordance with the reimbursement schedule adopted by the Chippewa County Board of Commissioners.

Section 3. Safety. The Employer shall have the responsibility to maintain all equipment and buildings in a safe condition and to provide a place of work that is reasonably free from safety and health hazards. It shall be the responsibility of the Employees to maintain all clothing and equipment issued to them in a clean and safe operating condition. When a Employee finds equipment unsafe for use in the performance of his/her duties, said Employee has the responsibility to immediately report such unsafe conditions to his/her supervisor. If the condition is not satisfactorily resolved, the Employee may have recourse through the Grievance Procedure provided in this Agreement.

Section 4. Voluntary Service. It is agreed that the Sheriff may determine that it is in the public interest to utilize volunteers to assist the Department in carrying out its mission (Search and Rescue, etc.). No volunteers shall be assigned to permanently replace or displace any bargaining unit Employees.

Section 5. Bulletin Boards. The Employer agrees to provide adequate bulletin board space to the Union for the purpose of Union recreational activities, etc. Nothing shall be posted on bulletin boards that contains anything of a partisan or political nature or anything that may be considered libelous or slanderous of any person.

## **ARTICLE 21 - SCOPE OF AGREEMENT**

Section 1. Distribution of Agreement. The Employer agrees to make available to each Employee a copy of this Agreement and to provide a copy of said Agreement to all new Employees entering the employment of the Employer.

Section 2. Validity. In the event that any section of this Agreement shall be declared invalid or illegal, such declaration shall in no way affect the legality of validity of any other provisions.

Section 3. Entire Agreement. This Agreement supersedes and cancels all prior practices and privileges between the Employer, the Employees covered by this

Agreement, and the Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon the parties unless executed in writing by the parties hereto.

Section 4. Duration and Renewal. This Agreement shall become effective January 1, 2010 and shall remain in effect until December 31, 2013

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be duly executed by their properly authorized officers this 13<sup>th</sup> day of April 2010.

\_\_\_\_\_  
Jim German, Administrator

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David Bukala, FOP

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Jeff Moran, Sheriff

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Dan Kinnear FOP

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Scott Shackleton

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