

12/31/95

**AGREEMENT**  
**BETWEEN**  
**HOUGHTON COUNTY BOARD OF SUPERVISORS**  
**AND**  
**HOUGHTON COUNTY DEPUTY SHERIFF'S ASSOCIATION**

*Houghton County*

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## AGREEMENT

This Agreement entered into on this first day of January, 1994 between the Houghton County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Houghton County Deputy Sheriff's Association (hereinafter referred to as the "ASSOCIATION")

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

### PURPOSE AND INTENT

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

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

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

### ARTICLE 1. RECOGNITION (Employees Covered).

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer

included in the bargaining unit described below:

All employees of the Houghton County Sheriff's Department, excluding the Sheriff, and matrons.

ARTICLE 2. 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 3. MANAGEMENT RIGHTS:

Section 1. The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

Section 2. The Employer shall remain vested with all management functions, including, but not limited to, the direction of work force, the full and exclusive right to hire, promote, demote, discharge, discipline and layoff employees; to promulgate rules and regulations covering the conduct of employees and to require their observance; to make temporary job assignments and to transfer employees from classification to classification necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work; including starting and quitting time, length of work week; and to accomplish the reduction of the

work force for efficiency purposes; to determine the number of employees needed; to control, direct and supervise all equipment, subjective to the terms of this Agreement.

**ARTICLE 4. FAIR SHARE:**

All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Wisconsin Professional Police Association. No employee shall be required to join the Houghton County Deputy Sheriff's Association, but membership in the Houghton County Deputy Sheriff's Association shall be available to all employees who apply, consistent with the Wisconsin Professional Police Association's constitution and bylaws.

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

(a) For purposes of this Article, exempt employees are those

employees who are members of the Houghton County Deputy Sheriff's Association and whose dues are deducted and remitted to the Wisconsin Professional Police Association by the Employer pursuant to Article 5 (Dues Deduction) or paid to the Wisconsin Professional Police Association in some other manner authorized by the Wisconsin Professional Police Association. Wisconsin Professional Police Association shall notify the Employer of those employees who are exempt from the provisions of this Article and shall notify the Employer of any changes in its membership affecting the operation of the provisions of this Article.

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

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

The Wisconsin Professional Police Association shall provide employees who are not members of the Houghton County Deputy Sheriff's Association with an internal mechanism within the Wisconsin Professional Police Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Wisconsin Professional Police Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Wisconsin Professional Police Association will place in an interest-bearing escrow account any disputed fair share amounts.

The Wisconsin Professional Police Association does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provisions of this Article, and in reliance on any lists of certificates which have been furnished to the Employer pursuant to this Article; and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Wisconsin Professional Police Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal



proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

**ARTICLE 5. DUES DEDUCTION:**

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

**ARTICLE 6. STEWARDS AND ALTERNATE STEWARDS:**

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

(b) The representatives, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

**ARTICLE 7. SPECIAL CONFERENCES:**

Conferences between the Union and the Employer for the purpose of considering matters of mutual interest, other than grievances

under consideration in the Grievance Procedure, may be arranged and held at a mutually convenient place and time. 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 special conferences shall be confined to those included in the agenda.

**ARTICLE 8. GRIEVANCE PROCEDURE:**

Definition of Grievance: A grievance shall mean a dispute concerning the interpretation or application of this Agreement. The Employer as well as the Association may file grievances and proceed to arbitration under this Agreement.

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

Steps in Procedure:

Step 1: The employee, alone or with one (1) Association representative, shall within fifteen (15) working days after he/she knew or should have known of the cause of such grievance, submit the written grievance to the Sheriff or his/her designee. The Sheriff or his/her designee shall meet with the

employee, and/or the Association representative and others mutually deemed necessary. The Sheriff or his/her designee shall review the record and further investigate the grievance. The Sheriff or his/her designee shall inform the aggrieved employee and the Association representative in writing of his/her decision within five (5) working days after receipt of the grievance.

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

Step 3: If the grievance is not settled at the second step, the written grievance shall be submitted to the County Board Chairperson. This appeal shall take place within ten (10) working days after receipt of the written decision of the County Controller. The County Board Chairperson shall then answer the appeal after reviewing the record and investigating

the grievance with the County Board within five (5) working days. The County Board Chairperson shall inform the aggrieved employee and the Association representative in writing of the County Board's decision.

Arbitration:

- A. Time Limit: If a satisfactory settlement is not reached in Step 3, the aggrieved employee and/or the Association must notify the County Board Chairperson in writing within thirty (30) calendar days that they intend to process the grievance to arbitration.
- B. Selection of Arbitrator: Any grievance which cannot be settled through the above procedure may be submitted to arbitration as follows: Either party may request the American Arbitration Association to submit a panel of arbitrators. The party requesting arbitration shall strike the first name and thereafter each shall alternately strike a name from the list until one (1) name remains, who will become the Arbitrator.
- C. Arbitration Hearing: The Arbitrator selected shall meet with the parties as soon as a mutually agreeable date can be established to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision as soon as possible to both the Employer and the Association which shall be final and binding upon both

parties.

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

E. Decision of Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged violation occurred. The Arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

**ARTICLE 9. COMPUTATION OF BACK WAGES:**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

**ARTICLE 10. DISCHARGE AND SUSPENSION:**

(a) Notice of Discharge or Suspension.

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

(b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the

Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

(c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the first step of the grievance procedure.

(d) Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 11. SENIORITY (Probationary Employees):

(a) New employees hired in the unit shall be considered as probationary employees for the first one-hundred eighty (180) calendar days of their employment. The 180 days' probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating 180 days of employment within not more than one (1) year, he shall rank for seniority from the day 180 days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other condition of employment as set forth in Section (1) of this Agreement, except discharged and disciplined

employees for other than Union activity.

(c) Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire.

**ARTICLE 12. SENIORITY LISTS:**

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies at least semi-annually, January 1 and July 1.

**ARTICLE 13. LOSS OF SENIORITY:**

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the Employer. 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. If the deposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

(d) If he does not return to work when recalled from layoff

as set forth in the recall procedure.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

**ARTICLE 14. SHIFT PREFERENCE:**

In the event of multi-shift operation, shifts will be rotated amongst all qualified personnel within the Department.

**ARTICLE 15. SENIORITY OF STEWARDS:**

Notwithstanding their position on the seniority list, stewards shall in the event of a layoff of any type be continued at work as long as there is a job in the unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in the unit which they can perform.

**ARTICLE 16. SENIORITY OF OFFICERS:**

Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary, and Chief Steward of the local union shall, in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

**ARTICLE 17. SUPPLEMENTAL AGREEMENTS:**

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

**ARTICLE 18. LAYOFF DEFINED:**

(a) The work, "layoff" means a reduction in the working force due to a decrease of work or lack of funds.



(b) If it becomes necessary for a layoff, the following procedures will be mandatory: Probationary employees will be laid off on a unit-wide basis. Seniority employees will be laid off according to seniority as defined in Section 12(c), 15 and 16.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local union secretary shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the employees.

**ARTICLE 19. RECALL PROCEDURE:**

When the working force is increased after a layoff, or a vacancy occurs, employees will be recalled according to seniority, as defined in Section 12(c), 15 and 16. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

**ARTICLE 20. TRANSFERS:**

(a) Transfer of Employees. If an employee is transferred to a position under the Sheriff not included in the Unit and is thereafter transferred again to a position within the Unit, he shall have accumulated seniority while working in the position to which he was transferred, provided the employee transfers back within six (6) months. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the unit at least seven (7) calendar days prior to filling such vacancy or newly created position.

**ARTICLE 21. PROMOTIONS:**

(a) All vacant and newly created classifications above the rank of Deputy Sheriff, which the Employer wants to fill will be posted in a conspicuous place within the department for a period of seven (7) calendar days prior to filling. All positions will be filled on competitive basis.

(b) The Employer's objective in conducting testing for promotions is to assure an open and competitive process that is free from discrimination. The Employer desires to seek the best qualified applicant for any and all openings within the department. Efforts will be made by the employer to devise/acquire the best available tests and/or examinations so that they result accordingly to skills, abilities and qualifications that are required on the job. The scoring of competitive selection factors will be as follows:

Written Examination	250 points
Seniority	250 points
Job Performance	300 points
Public Relations	100 points
Oral Interview	100 points

For the purpose of scoring the seniority portion, each employee shall be credited with 25 points for each year of

seniority with a maximum of 250 points allowed as shown above.

(c) All applicants for vacant or newly-created classifications above the rank of Deputy Sheriff must have a minimum of three (3) years of service with the department before applying for promotions.

(d) Only applications providing all the requested information and submitted within the posting period will be considered by the employer prior to making a promotion.

(e) An employee who does not provided all requested information and/or falsifies information in his application may be disqualified.

(f) An employee who is promoted will be given a reasonable amount of time, not less than thirty (30) days not more than one hundred eighty (180) to demonstrate whether he has the ability to perform the work. If the employer determines that the employee does not have the ability to perform the work, the employee shall be returned to his previous rank and given a written notice of reason. A copy of this notice will also be provided to the employees' Chief Steward. This matter may then become a proper subject for the Grievance Procedure.

(g) In the event that an employee is returned to his previous rank, the employer shall consider the other applicants prior to posting or starting the entire testing procedure over again.

(h) During the trial period of promotion, employee(s) will receive the rate of pay for the job that they are performing.

(i) Bonus points are as follows: Any employee who has

previous police experience shall be credited with 15 points per year up to four (4) years of service. An employee shall be credited with 15 points per year up to a maximum of four (4) years of courses in a criminal justice program or other pertinent courses which the employer sees as beneficial to the department with proof provided by an official transcript. Points to be awarded for previous police experience and/or education shall not exceed 60 points.

**ARTICLE 22. VETERANS:**

(a) Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

**ARTICLE 23. VETERANS LAW:**

Except as hereinbefore provided, the re-employment rights of

employees and probationary employees will be limited by applicable laws and regulations.

**ARTICLE 24. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:**

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

(b) 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 with the Unit when they are on 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.

**ARTICLE 25. LEAVE OF ABSENCE:**

(a) Maternity Leave. A woman employee who becomes pregnant, shall, upon request, be allowed a leave of absence not to exceed a period of twelve (12) months. The Employer may require a physician's statement concerning the expected date of delivery and whether it would be injurious to the woman's health to work.

(b) Leaves of absence for reasonable period not to exceed two (2) years will be granted without loss of seniority for:

1. Illness leave (physical or mental).
2. Prolonged illness in the immediate family (mother, father, spouse, child or someone living in same household).

Such leave may be extended for like cause.

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

(d) As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full time work.

**ARTICLE 26. SICK LEAVE:**

(a) One (1) day per month with pay will be allowed each non-elective employee. Sick leave may accumulate to a maximum of one hundred twenty (120) days. Unused sick leave may not be used as part of vacation.

(b) A maximum of ninety (90) days of unused sick leave will be paid to the employee upon termination of employment through December 1991; and in the event of death, to the employee's beneficiary. Payment shall be at the employee's rate at the time of termination or death. Effective 1/1/92 a maximum of ninety (90) days of unused sick leave will be paid to the employee upon completion of ten (10) years of service upon termination or death, and in the event of death, to the employee's beneficiary. Payment shall be at the employee's rate at the time of termination or death. Upon layoff an employee may have the option to receive pay for unused sick leave or to leave their sick leave in their sick leave blank.

(c) Any employee absent three (3) consecutive work days or

more due to illness may be required to provide a doctor's statement as to the reasons causing the inability to report to work. In cases of employee's illness, the Employer may require the employee to submit to a physical examination, at the Employer's expense, in order to verify the employee's ability to return to full time work. The physical examination shall be by a physician competent to judge in the medical issue or illness.

(d) The Employer may require a physical examination of an employee to determine whether an employee's health may be suitable for employment when an employee has been absent without seeking medical consultation for an extended period of time. The Employer reserves the right to select the physician and will bear the full cost thereof. An employee who prefers to see a physician of his choice will be responsible for payment of services.

(e) An employee shall be allowed to use sick leave in the event of illness of the mother, father, spouse, or child.

**ARTICLE 27. FUNERAL LEAVE:**

(a) An employee shall be allowed five (5) calendar days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Spouse or Child, Brother or Sister.

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

ARTICLE 28. WORKING HOURS:

(a) The scheduled work week may not be uniform but shall average forty (40) hours per week.

(b) Employees called out other than regular scheduled work shift, shall be paid one and one-half (1 1/2) times his regular rate and shall be guaranteed a minimum of four (4) hours' pay.

(c) Hours worked over the regular scheduled work week will be calculated to the nearest one-half (1/2) hour and will be paid at one and one-half (1 1/2) times the regular rate of pay.

(d) There shall be no altering of shifts to avoid the payment of overtime.

(e) Between the hours of 7:00 p.m. and 7:00 a.m. there shall be two (2) deputies in a patrol car.

ARTICLE 29. HOLIDAY PROVISIONS:

The paid holidays are designated as:

New Year's Day	Labor Day	Washington's Birthday
Memorial Day	Thanksgiving Day	Christmas Day
Independence Day	Veterans' Day	Good Friday

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

An employee shall be allowed three (3) personal holidays to be used at the discretion of the employee subject and conditioned upon the Sheriff's approval of the day requested but said approval shall



not be unreasonably withheld.

**ARTICLE 30. VACATION:**

After the completion of one (1) full year of employment, five (5) work days.

After the completion of two (2) years of continuous employment, ten (10) work days.

After the completion of five (5) years of continuous employment, fifteen (15) work days.

After the completion of ten (10) years of continuous employment, twenty (20) work days.

**ARTICLE 31. VACATION PERIOD:**

(a) Vacations will be granted at any time during the year, as long as it does not interfere with the efficient operation of the department.

(b) If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

**ARTICLE 32. PAY ADVANCE:**

(a) If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have credit deducted from his vacation the following year.

(b) Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation

and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 33. UNION BULLETIN BOARDS:**

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notice of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

**ARTICLE 34. RATES FOR NEW JOBS:**

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

**ARTICLE 35. TEMPORARY ASSIGNMENTS:**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Employees hired to fill in during vacations will be notified of their temporary status. Such employees will not be covered by the terms of this Agreement.

**ARTICLE 36. SAFETY COMMITTEE:**

A Safety Committee of employees and the Employer representatives not to exceed two (2) representatives from the

Union and two (2) representatives from the Employer and the Sheriff is hereby established. This Committee shall meet upon request of either party for the purpose of making recommendation to the Employer.

**ARTICLE 37. HOSPITALIZATION MEDICAL COVERAGE:**

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his dependents; the plan to be Michigan Blue Cross M-75. This coverage shall be applied to all seniority employees. The Employer agrees to pay in full for all seniority employees, in addition to Blue Cross/Blue Shield MVF-1, the Master Medical Rider. New hires shall be covered under the hospitalization plan after being employed ninety (90) days.

The employee shall also be provided a three dollar (\$3.00) prescription rider.

The Employer shall adopt a Blue Cross/Blue Shield Dental Plan 50/50 co-pay with the rate to be paid by the Employer.

A vision plan shall be implemented effective January 1, 1986 with the rate to be paid by the Employer.

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

Effective January 1, 1991 upon retirement of an employee the Employer agrees to pay fifty percent (50%) of the hospitalization premium up to a maximum of two hundred dollars (\$200.00) per month.

The hospitalization supplement paid by the County shall cease upon attainment of age sixty-five (65) or upon becoming eligible for medicare payments. In the event of death or retirement of an employee, the employee's spouse and/or immediate family shall be continued under the hospitalization supplemental plan paid by the County until the employee's spouse reaches age sixty-five (65) or, is remarried.

When an employee attains age sixty-five (65) and is eligible for medicare, the employee's spouse shall be continued under the hospitalization supplement until the employee's spouse reaches age sixty-five (65) or, is remarried.

**ARTICLE 38. WORKERS COMPENSATION:**

Each employee will be covered by the applicable Workmen's Compensation Laws.

**ARTICLE 39. INSURANCE COVERAGE:**

The Employer agrees to continue the Deputy Membership to the National Sheriff's Association and the benefits it provides on behalf of the employees of the Sheriff's Department. In addition, the employer shall carry \$10,000 life insurance on each employee.

**ARTICLE 40. NO STRIKES:**

(a) The Employer will not lock out employees during the term of this Agreement.

(b) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are essential services.

(c) Under no circumstances will the Union cause or permit its

members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing or patrolling during the term of this Agreement.

**ARTICLE 41. WAIVER:**

(a) It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understanding between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

(b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

**ARTICLE 42. SEPARABILITY AND SAVINGS CLAUSE:**

(a) In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

(b) In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

**ARTICLE 43. GENERAL PROVISIONS:**

(a) Should the Employer be obligated by law to contribute to

a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

(b) It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor's benefits, and there are no eligible survivors, of his estate, no benefits shall be paid.

(c) The employer may select or change the insurance carrier at its discretion, provided benefits are equal or better and acceptable in the health care community, and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to the provisions set forth in the existing policy or policies.

(d) The employee shall not be eligible to continue to earn benefits, except as otherwise provided herein, while he is:

1. On layoff, or
2. On leave of absence, or
3. Has quit his employment, or
4. Been discharged, or
5. Retired.

**ARTICLE 44. TERMINATION AND MODIFICATION:**

This Agreement shall continue in full force and effect until

11:59 p.m., December 31, 1995.

(a) If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days' written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be apart of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer, addressed to Chairman of the Board of Commissioners, Houghton, Michigan 49931, or to any such address as the Union or the Employer may make available to each

other.

**ARTICLE 45. CLASSIFICATION AND RATES:**

Effective January 1, 1994 - \$.42 per hour increase for all classifications. Effective January 1, 1995 - \$.15 per hour increase for all classifications.

New Hires: Certified Deputies shall be paid twenty cents (\$.20) per hour less than Deputy rate during their one-hundred-eighty (180) day probationary period. Upon completion of the one-hundred-eighty (180) day probationary period, they shall receive the regular deputy rate of pay.

Non-certified deputies shall be paid forty cents (\$.40) per hour less than deputy rate during their one-hundred-eighty (180) day probationary period. Upon completion of the one-hundred-eighty (180) day probationary period they shall receive twenty cents (\$.20) per hour less than deputy rate.

Deputies hired during the term of this Agreement shall be paid at the rate of \$12.02 effective 1/1/94. Upon expiration of the Agreement deputies hired during the term of this Agreement shall be placed on the deputy pay rate.

(a) Uniform Allowance. An allowance of \$250.00 per year will be made for uniform and leather goods maintenance. This will be paid in the amount of \$125.00 on June 15 and \$125.00 on December 15. Marine Deputies employed during the summer months only will receive one (1) payment of \$125.00.

(b) Longevity. Longevity shall be paid on the employee's anniversary date and each year thereafter. It shall be paid by



separate check as follows:

After 15 years of service..... \$500.00

(c) Hazardous Pay. Hazardous pay shall be included in an employee's hourly rate and shall be paid as follows:

After 180 days of service to 5 years of service add an additional \$.10 per hour.

After 5 years of service to 10 years of service add an additional \$.20 per hour.

After 10 years of service add an additional \$.40 per hour.

Increases in the payment of hazardous pay shall be made when the employee reaches that length of service.

(d) Hazardous Duty Rider. Effective 1/1/91 the hazardous duty rider shall be increased \$.10 per hour. Effective 1/1/92 an additional \$.10 per hour. Effective 1/1/93 an additional \$.10 per hour.

(e) Shift Premium. Employees shall receive twenty five (\$.25) cents per hour additional compensation for working the afternoon shift and twenty five (\$.25) cents per hour additional compensation for working the night shift. For the purpose of determining the periods for which shift differential will apply, the afternoon shift is any shift that starts on or after twelve noon but before eight p.m. The night shift is any shift that starts on or after eight p.m. but before four a.m.

(f) Pension Plan. Employees shall be provided with a B-3 pension plan together with an F-50/25 rider. Effective 1/1/95 the B-4 plan shall be added together with an F-50/25 rider based on the

highest thirty-six (36) consecutive months of earnings divided by three (3), the FAC-3 and the Benefit Program E.

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

FOR THE UNION:

FOR THE EMPLOYER:

Don A. Pedrini                      Janice A. Thomas  
Dany R. Bray                        Rosemary J. Smith  
\_\_\_\_\_

1994 WAGES

CLASSIFICATION	SENIORITY DATE	NAME	CURRENT RATE	HOURLY INCREASE	HAZ. PAY	1994 RATE
Sergeant	6-10-74	Wood, Paul	12.99	.42	1.00	14.41
Sergeant	2-12-75	Brey, Gary	12.99	.42	1.00	14.41
Sergeant	8-30-75	Berryman, Gordon	12.99	.42	1.00	14.41
Sergeant	6-21-77	Gauthier, Wm.	12.89	.42	1.00	14.31
Sergeant	1-13-78	Erickson, Gary	12.86	.42	1.00	14.28
Deputy	8-14-79	Collins, Sidney	12.25	.42	1.00	13.67
Deputy	3-31-81	Rivest, Richard	12.14	.42	1.00	13.56
Deputy	5-31-82	McLean, Brian	12.10	.42	1.00	13.52
Deputy	11-7-82	Cadwell, Charles	12.10	.42	1.00	13.52
Deputy	6-7-83	Raffaelli, Keith	12.06	.42	1.00	13.48
Deputy	5-9-85	Jenich, Keith	12.02	.42	.60	13.04
Deputy	6-5-86	Judnich, Dan	12.02	.42	.60	13.04
Deputy	1-25-89	Stromer, Jeffery	12.02	.42	.40	12.84
		"	Anniversary Date		(add)	.20
Deputy	1-31-89	Katalin, Thomas	12.02	.42	.40	12.84
		"	Anniversary Date		(add)	.20
Deputy	2-3-89	Maki, Gary	12.02	.42	.40	12.84
		"	Anniversary Date		(add)	.20
Deputy	7-5-89	Soumis, Raphael	12.02	.42	.40	12.84
		"	Anniversary Date		(add)	.20
Deputy	8-3-89	Bukovich, Mark	12.02	.42	.40	12.84
		"	Anniversary Date		(add)	.20
Deputy	10-14-89	Mazurek, Robert	12.02	.42	.40	12.84
		"	Anniversary Date		(add)	.20
Deputy	6-14-91	Dwyer, Virginia	11.82	.42	.40	12.64
Deputy	6-17-91	Auger, Steven	12.02	.42	.40	12.84

NOTE: 1994-Berryman, Brey, Collins, Erickson, Gauthier and Wood qualify for longevity payment.

1995 WAGES

CLASSIFICATION	SENIORITY DATE	NAME	CURRENT RATE	HOURLY INCREASE	HAZ. PAY	1995 RATE
Sergeant	6-10-74	Wood, Paul	13.41	.15	1.00	14.56
Sergeant	2-12-75	Brey, Gary	13.41	.15	1.00	14.56
Sergeant	8-30-75	Berryman, Gordon	13.41	.15	1.00	14.56
Sergeant	6-21-77	Gauthier, Wm.	13.31	.15	1.00	14.46
Sergeant	1-13-78	Erickson, Gary	13.28	.15	1.00	14.43
Deputy	8-14-79	Collins, Sidney	12.67	.15	1.00	13.82
Deputy	3-31-81	Rivest, Richard	12.56	.15	1.00	13.71
Deputy	5-31-82	McLean, Brian	12.52	.15	1.00	13.67
Deputy	11-7-82	Cadwell, Charles	12.52	.15	1.00	13.67
Deputy	6-7-83	Raffaelli, Keith	12.48	.15	1.00	13.63
Deputy	5-9-85	Jenich, Keith	12.44	.15	.60	13.19
Deputy	6-5-86	Judnich, Dan	12.44	.15	.60	13.19
Deputy	1-25-89	Stromer, Jeffery	12.44	.15	.60	13.19
Deputy	1-31-89	Katalin, Thomas	12.44	.15	.60	13.19
Deputy	2-3-89	Maki, Gary	12.44	.15	.60	13.19
Deputy	7-5-89	Soumis, Raphael	12.44	.15	.60	13.19
Deputy	8-3-89	Bukovich, Mark	12.44	.15	.60	13.19
Deputy	10-14-89	Mazurek, Robert	12.44	.15	.60	13.19
Deputy	6-14-91	Dwyer, Virginia	11.24	.15	.40	12.79
Deputy	6-17-91	Auger, Steven	12.44	.15	.40	12.99

NOTE: 1995-Berryman, Brey, Collins, Erickson, Gauthier and Wood qualify for longevity payment.