

COLLECTIVE BARGAINING AGREEMENT

Between

THE COUNTY OF MARQUETTE, MICHIGAN
AND THE MARQUETTE COUNTY SHERIFF

- and -

THE MARQUETTE COUNTY DEPUTIZED EMPLOYEES
CHAPTER OF LOCAL #2756, AFFILIATED WITH MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

Marquette County

Effective Date:	January 1, 1996
Wage Reopener Date:	December 31, 1998
Termination Date:	December 31, 1999

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LABOR AND INDUSTRIAL
RELATIONS DIVISION
Michigan State University

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AGREEMENT

ARTICLE 1. PREAMBLE. **

This Agreement, entered into this 19th day of November, 1996 between the County of Marquette, Michigan, a Municipal Corporation, and the Sheriff of Marquette County, Michigan, as co-employers (hereinafter referred to as the "EMPLOYER"), and the Marquette County Sheriff's Deputies, Local #2756, and Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter collectively referred to as the "UNION").

ARTICLE 2. PURPOSE AND INTENT.

- a. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful employee relations for the mutual interest of the Employer and the employees.
- b. The parties recognize that services to be offered by the Employer will be determined by applicable State and Federal laws in addition to the statutory authorities vested in the Office of Sheriff. The parties further recognize that the job security of the employees depends on establishing and maintaining viable services within the limits set by these laws.
- c. 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

- a. Unless otherwise expressly defined in this Agreement, all words shall connote their common meaning.
- b. The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.
- c. Wherever in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, either as words or as part of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include humankind--both female and male sexes).
- d. Unless otherwise provided, wherever in this Agreement the term Employer is used in a communications context, such communication shall be directed to the Sheriff and copied to the County Director of Human Resources. Similarly, wherever the term Union is used, such communication shall be directed to the Local President, unless otherwise provided.

ARTICLE 4. RECOGNITION.

- a. 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 full-time and part-time Deputies, Corporals, Sergeants, excluding Sheriff, Undersheriff, Captains, Lieutenants, temporary employees, non-deputized employees, and all others."

- b. A part-time employee is defined as one who is normally scheduled to work less than forty (40) hours per week. Compensation for the position of part-time Deputy shall be established in Appendix A of this agreement and shall consist solely of the hourly wages set forth in Appendix A. Part-time Deputies shall not be eligible for fringe benefits under Articles 27, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, and 44 of this Agreement. In addition, part-time Deputies are excluded from all provisions of Article 31 with the exception that they will be eligible for shift differential as defined under Article 31. Part-time Deputies will accrue no seniority and shall be excluded from the rights granted under Articles 15, 16, 17, 18, 19, 20, 21, 22 and 23 of this Agreement. Part-time Deputies are to be scheduled at the sole discretion of the Sheriff as the needs of the department dictate. There is no guarantee of employment for any set number of hours for any part-time position, nor is there any requirement that there be any equalization of hours between part-time Deputies.
- c. A temporary employee is defined as an employee who is hired for a specified period of time, not to exceed one (1) year, or the duration of an approved leave of absence, with a definite starting date and a predetermined termination date, and is used as a substitute for a member of the bargaining unit.

ARTICLE 5. MANAGEMENT RIGHTS.

The County, on its own behalf and on behalf of the electors, and the Sheriff of Marquette County, on his own behalf, herein retain and reserve unto themselves, without limitations, all powers, rights, authority, laws and Constitutions of the State of Michigan and of the United States. Further, except where specifically limited in this Agreement, the management of the Sheriff's Department and the direction of the working force, including the right to determine the size and deployment of the work force, to direct, plan and control

law enforcement operations, to hire, lay off, recall, transfer, promote, demote, suspend for cause, discipline and discharge any employees for cause, to introduce new and improved operating methods and/or facilities and to change existing operating methods and/or facilities, to set policies for the department, and to manage in the traditional manner, are vested exclusively in the Sheriff.

ARTICLE 6. RESPONSIBILITY.

- a. The Employer agrees that for the duration of this Agreement there shall be no lockouts.
- b. The Union, its officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sitdowns, slowdowns, stoppages of work, or any acts of any kind or form whatsoever, however peaceable, that would interfere with the operations of the Employer.
- c. Union members will not engage in Union activity on the Employer's time, or engage other employees in Union activity while such employees are on the Employer's time, except as specifically provided by this Agreement. Failure or refusal on the part of any employee fully to observe and obey any and all provisions of this section shall, at the option of the Employer, be subject to proper disciplinary action up to and including discharge.
- d. The Council #25 Staff Representative may have discussions with an employee during regular business hours upon approval in advance by the Sheriff.

ARTICLE 7. UNION SECURITY (Agency Shop).

- a. Employees covered by this Agreement shall be required, as a condition of continued employment, to continue membership in the Union or to pay a service fee to the Union equal to that portion of the dues and initiation fees uniformly charged to the membership which is expended for collective bargaining and contract administration for the duration of this Agreement.
- b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or to pay a service fee equal to that portion of the dues and initiation fees required for membership which is expended for collective bargaining and contract administration, commencing thirty (30) days after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.
- c. Employees hired, rehired, reinstated or transferred into the bargaining unit and covered by this Agreement shall be

required as a condition of continued employment to become members of the Union, or to pay a service fee to the Union equal to that portion of the dues and initiation fees required for membership which is expended for collective bargaining and contract administration for the duration of this Agreement commencing thirty (30) days after the date of their employment or transfer.

- d. Any and all demands for discharge of any employee for failure to comply with the provisions of this article shall be by certified mail to the County Director of Human Resources, copied to the Sheriff.
- e. In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of the action taken by the Employer for the purpose of complying with any provision of this Agreement.

ARTICLE 8. DUES CHECKOFF.

- a. The Employer agrees to deduct once each month from the wage of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix B), provided that said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement, and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination must be given both to the Employer and to the Union.
- b. Dues and initiation fees shall be authorized, levied and certified in accordance with the Constitution and ByLaws of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees. The Union will provide the Employer a current copy of said Constitution and ByLaws authorizing the levy, and will provide written notice of the amounts of dues, initiation fees or service fees to be deducted.
- c. In the event that a refund is due any employee for any sum deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- d. The Employer agrees to provide this service without charge to

the Union.

ARTICLE 9. SERVICE FEE CHECKOFF.

- a. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union service fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix B), provided that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this Agreement, and may be revoked only by written notice, given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Employer and the Union.
- b. The amount of such service fee will be determined, as set forth in Article 7 of this Agreement. The Union will provide the Employer written notice, as specified in Article 8(b), of the amount of service fees to be deducted.
- c. In the event that a refund is due any employee for any sum deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- d. The Employer agrees to provide this service without charge to the Union.

ARTICLE 10. REMITTANCE OF DUES AND FEES.

- a. Checkoff deductions shall become effective at the time a properly executed authorization is received by the Employer. Checkoff deductions shall commence at the next regular payroll from which checkoff deductions are made and each month thereafter.
- b. Deductions for any calendar month shall be remitted to the Financial Officer of Michigan Council #25, AFSCME, AFL-CIO, at the most recent address submitted to the Employer by Council #25. The remittance will be accompanied by an alphabetical list of names and addresses of all employees from whom deductions have been made. The remittance and list will be mailed no later than the fifth (5th) working day of the month following the month in which they were deducted.
- c. The Employer shall monthly notify the Financial Officers of Local and Council of the total amount deducted and of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions. The Employer will further advise said Financial Officers of all new hires (by means of an alphabetical list) since the

date of submission of the previous month's remittance of dues.

- d. Any administrative error discovered by either party will be corrected/adjusted in the next remittance check to be issued.

ARTICLE 11. SPECIAL CONFERENCES.

- a. Special conferences for important matters or disputes of mutual concern may be scheduled by mutual agreement. Such meetings shall be between the Union representatives, the Sheriff or his designee, and the County Director of Human Resources. A proposed agenda of the matters to be taken up at the special conference shall be submitted at the time a special conference is proposed. The Union will furnish a list of its representatives at the time a special conference is proposed. 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.
- b. Special conferences shall not be used as a substitute for the grievance procedure provided by this Agreement, nor shall special conferences become a substitute for the negotiations process.
- c. 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. If special conferences are held during a designated Union representative's regularly scheduled shift, he shall be compensated for time spent in such special conferences.

ARTICLE 12. GRIEVANCE PROCEDURE

- a. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.
- b. It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the sole means for the peaceable settlement of all grievances that may arise between them as to the application and interpretation of this Agreement without any interruption or disturbances of any sort whatsoever in the normal operations of the Employer. Employees are required to follow and to use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the

aggrieved employee as is reasonably possible without interruption of work, but, in any event, the grievance in order to become the basis for a claim must be presented within fourteen (14) calendar days after the employee knew or should have known if they exercised reasonable diligence and attention to the occurrence or nonoccurrence of the event upon which the grievance is based, which in no event shall be more than thirty (30) calendar days from the date of such occurrence or nonoccurrence.

STEP 1. The grievance shall be presented verbally to the first-line immediate supervisor outside of the bargaining unit. The above requirement does not preclude prior discussion with the employee's immediate supervisor who is a member of the bargaining unit, with or without the steward present. All conditions of the previous sentence shall remain an option of the employee. If the grievance is not resolved, the employee and his steward, if desired, may within five (5) working days present the written grievance to the Sheriff or the Undersheriff and proceed to Step 2 of the grievance procedure.

STEP 2. Grievances not resolved in the verbal step shall be reduced to writing, and shall be dated and signed by the employee involved. If such presentation is made in the presence of the steward, he shall countersign the grievance. Both the Sheriff and the County Board of Commissioners, or its designated representative, shall furnish a written, signed disposition to the employee and his steward, if desired, within the first ten (10) working days after such written grievance is presented.

STEP 3

- a. If the grievance remains unsettled and the Union wishes to carry it further, the steward shall refer the matter to Council Staff Representative.
- b. In the event that the Council Staff Representative wishes to carry the matter further, he shall, within fifteen (15) calendar days after answer to Step 2, meet with the Sheriff and the County Board of Commissioners, or its designated representative, for the purpose of attempting to resolve the dispute. In the event of disagreement between the Sheriff and the County Board of Commissioners, or its designated representative, the grievance shall be deemed denied, and the grievant and staff representative shall be notified in writing within fifteen (15) calendar days.
- c. If the dispute remains unsettled and the Council Staff Representative wishes to carry the matter further, the Council Staff Representative shall file within thirty (30) calendar days of date of receipt of Employer's answer to Step III(b) a demand for arbitration in accordance with the Federal

Mediation and Conciliation Service Rules and Procedures.

- d. The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the merits of such grievance, but he shall not have jurisdiction nor authority to add or to detract from or alter in any way the provisions of this Agreement. The arbitrator shall in no event award back pay prior to the date of occurrence or non-occurrence upon which the grievance is based. The decision of the arbitrator shall be final and binding on both parties subject to the limitations herein specified.
- e. The expense of the arbitrator shall be shared equally by the parties. Each party shall be liable for any expenses incurred on their own behalf.
- f. If the Sheriff or his designated representative fails to render a final disposition within the time limits established herein, the grievance shall be automatically advanced to the next step of the grievance procedure, excluding arbitration.
- g. If the employee or his steward or the Union fails to appeal to the next step in the grievance procedure within the time limits established herein, the grievance shall be deemed withdrawn and settled on the basis of the Employer's last answer.
- h. Each grievance when reduced to writing shall be on a grievance form (Appendix C) and shall contain a clear and concise statement specifying the article or articles of this Agreement claimed to have been violated, a brief set of facts, and the relief requested. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph shall not be accepted by the Employer, and shall be returned by the Employer without action.

ARTICLE 13. DISCIPLINE, SUSPENSION AND DISCHARGE.

- a. No employee who is covered by this Agreement and has completed his probationary period shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause.
- b. Should there be an investigation that results in a disciplinary action being taken, the Employer will notify the employee of the specific nature of the complaint, including the names of any witnesses currently known to the employer prior to such action being taken.
- c. The Employer agrees promptly upon discharge, suspension or written reprimand of an employee, to notify in writing the

employee and his steward if the employee so desires of the discharge, suspension or written reprimand. Said written notice shall contain the specific reasons for the discharge, suspension or written reprimand.

- d. The discharged or suspended employee will be allowed, upon request, to discuss his discharge or suspension with his steward. The Employer will make available a meeting room for this purpose before the employee 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/or steward.
- e. In imposing any discipline, suspension or discharge on a current offense, the Employer will not take into account any prior infractions which occurred more than two (2) years previous, except the Employer may consider as part of the employee's record for establishing proper corrective measures any offenses which resulted in a disciplinary suspension which was not subsequently dismissed or overruled.
- f. Any disciplinary action against an employee will be taken by the Employer within thirty (30) calendar days after the Employer's awareness of the event upon which such disciplinary action is based. Employer will be granted an extension beyond thirty (30) calendar days where further investigation is warranted to make a determination as to proper disciplinary action, with written notice of reason.

ARTICLE 14. UNION REPRESENTATION.

- a. Officers and Stewards:
 - 1. The Employer shall be notified of the names of the officers (one President, one Vice President, one Secretary/Treasurer, and one Chief Steward) upon execution of this Agreement, and shall be promptly notified in writing of any changes as they occur during the term of this Agreement.
 - 2. The Chief Steward, his alternate or the Union President, in descending order, during the regular working hours without loss of pay may investigate and present grievances in accordance with this Agreement to the Employer, provided they have prior permission from their most immediate supervisor outside of the bargaining unit.
- b. Employees covered by this Agreement will be represented in negotiations by a Union Negotiating Committee comprised of five (5) members from the unit. Upon their appointment, the Employer shall be notified of the names of the members of the negotiating committee. The Employer shall be promptly notified in writing of any changes in the negotiating

committee as they occur during the term of this Agreement. Such written notice will be copied to the County Director of Human Resources.

- c. All negotiating sessions by the parties shall commence at times mutually agreed upon. It is the responsibility of the members of the union negotiating committee to notify their Division Head in a timely fashion so as not to create difficulties in securing a replacement.

ARTICLE 15. PROBATIONARY PERIOD.

- a. Newly-hired employees covered by this Agreement shall be considered as probationary employees for the first one hundred eighty (180) calendar days of their employment; provided that the probationary period may be extended for up to two additional ninety (90) calendar day periods at the discretion of the Sheriff, but that the employee shall receive the regular non-probationary rate of pay for the extended probationary period(s). The employee and the Local President shall be notified in writing of any extension of a probationary period.
- b. Probationary employees may be discharged or disciplined at the discretion of the Employer, except for protected Union activity, without recourse to this Agreement.

ARTICLE 16. SENIORITY.

- a. Seniority shall be on a bargaining unit-wide basis, and shall be defined as an employee's length of continuous service with the unit since his last date of full-time hire. An employee on leave of absence or on layoff (as modified by Article 18(d)) shall be deemed to be in continuous service for purposes of seniority hereunder.
- b. In the event two (2) employees have the same seniority date, seniority of one against the other shall be determined by the first shift worked; if in the event two (2) employees commence employment on the same shift, seniority shall be determined by date and time of job offer letter.
- c. For the purposes of overtime and shift preference, all employees above the classification of Deputy shall be governed by the date of entry of such classification.

ARTICLE 17. SENIORITY LISTS.

- a. The Employer will provide a current seniority list to the Local President or Chief Steward semi-annually.
- b. The seniority list will, for all employees covered by this

Agreement, indicate the employee's name, last date of full-time hire, classification title, and date of classification, if any.

- c. Seniority shall not be affected by the age, race, sex or marital status of the employee.
- d. Employees shall have the right to protest their seniority designation if they have cause to believe an error has been made; provided, however, such protests shall be made in writing, shall specify the basis of the claim, and shall be filed with the County Director of Human Resources within thirty (30) calendar days after the Employer has posted and furnished the most recent seniority list to the Local President or Chief Steward. Failure to enter a protest as described above constitutes acceptance of the list as correct.

ARTICLE 18. LOSS OF SENIORITY.

An employee shall lose his seniority and his employment shall be terminated in any of the following events:

- a. If he quits.
- b. If he is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c. If he is absent for two (2) consecutive working days without notifying the Employer. No employee shall be absent from work without good cause. An employee desiring to be absent from work for good cause shall notify the Sheriff or Undersheriff of such desire and the reason therefore before the end of his previous shift, if possible, and, in any event, not less than four (4) hours before the beginning of his next shift, except in cases of emergency beyond his control and, in such cases, as soon as reasonably possible. Absence may be excused by the Employer, but the Employer may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, if the Employer so desires.
- d. If he is laid off or on leave of absence for more than twenty-four (24) months.
- e. If he does not return to work when scheduled upon recall from a layoff, as set forth in the recall procedure.
- f. If he does not return as scheduled from sick leave, vacation or leave of absence.
- g. If he retires or is retired pursuant to any retirement plan of the Employer then in effect.

ARTICLE 19. LAYOFF.

- a. The term "layoff" means a reduction in the work force. For purposes of this article, seniority shall be determined based upon the date of entry into the bargaining unit.
- b. In the event of a layoff, the Employer shall notify the Local President as soon as practical but in no case less than fourteen (14) days prior to the date of layoff, with the exception of specially funded classifications, of the number of employees scheduled for layoff, their names, seniority, classification title and work locations. Employees to be laid off will receive at least fourteen (14) calendar days notice of layoff.
- c. When a layoff takes place, the following factors will be considered in determining which employees shall be laid off first:
 1. Seniority - length of continuous service.
 2. Employee's current ability to perform the work available.
 3. Employee's current state of physical and psychological fitness.
- d. Temporary or part-time employees will not be used to replace bargaining unit employees on layoff for the purpose of circumventing Article 20 "Recall". In the event of a layoff, displaced members will have first right to vacant shifts based on seniority.

ARTICLE 20. RECALL PROCEDURE.

- a. When the working force is increased after a layoff, employees will be recalled according to the following factors:
 1. Seniority - length of continuous service.
 2. Employee's current ability to perform the work available.
 3. Employee's current state of physical and psychological fitness.
- b. Notice of recall shall be sent to the employee at his last address on record with the Personnel Office by certified mail, return receipt requested. If an employee fails to report for work within fourteen (14) calendar days from the date of receipt of notice of recall, he shall be considered a quit.

ARTICLE 21. PSYCHOLOGICAL FITNESS TESTING

It is understood that the Employer at their cost may require employee to undergo psychological fitness testing for the following reasons:

1. Return to work from layoff or leaves of absence.
2. Prior to layoff, hire or job posting.
3. Periodically for cause.

In the event the employee disagrees with the first evaluation the employee may then select a psychologist of his own choice for an independent evaluation at the employee's expense. If the evaluation conflicts with the Employer's evaluator, the two evaluators shall select a third independent evaluator to be paid for by the Employer, whose evaluation shall be binding upon the employee and the Employer.

It is further understood that any problems that arise out of the application of these provisions will be discussed through a special conference.

ARTICLE 22. SHIFT PREFERENCE.

- a. Employees covered by this Agreement shall be allowed to exercise shift preference within their classification on the basis of seniority (as described in Article 16(c)) only in the event of a vacant or open position, except that if it is the judgment of the Sheriff that any individual employee seeking to exercise shift preference should be bypassed by the Sheriff for reasons such as inadequate experience, qualifications or job performance, such employee may be bypassed by the Sheriff.
- b. Provided, however, that any such exercise of judgment by the Sheriff shall be subject to modification or rescission pursuant to the grievance and arbitration procedure established herein, if the arbitrator determines that the Sheriff has acted in an arbitrary or unreasonable fashion.
- c. In addition, the Sheriff may refuse the requested transfer in the case where such transfer would, in his judgment, leave any shift with inadequately experienced personnel.

ARTICLE 23. TRANSFERS.

If an employee is granted a transfer to a classification under the Employer not included in the bargaining unit and within one (1) year thereafter is granted a transfer back to a classification within the bargaining unit, he shall have accumulated seniority while working in the classification to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided in this Agreement. The Employer reserves the right to make a case-by-case determination as to whether an employee will return to a bargaining unit

classification or remain in a non-bargaining unit classification.

ARTICLE 24. PROMOTIONS AND LATERAL TRANSFERS.

Section A. Promotions

All vacancies occurring in classifications subject to the terms of this Agreement, which the Sheriff desires to fill, will be filled within sixty-five (65) days except during a County-wide hiring freeze declared by the Employer. The Sheriff will provide written notification to the Local President in instances where classifications will remain unfilled beyond the sixty-five (65) day period.

Section B. Lateral Transfers

Lateral transfers to open or vacant positions within a classification may be made at the discretion of the Sheriff.

Section C. Promotions

- a. All vacant or newly-created classifications above the rank of Deputy subject to the terms of this Agreement, which the Employer desires to fill, will be posted in a conspicuous place in the department for fifteen (15) calendar days prior to filling. Except as set out in Section B above, all positions will be filled on a competitive basis.
- b. When a classification vacancy is posted, the posting will note the classification, duties, pay grade, starting time, and whether tests (oral and/or written and/or performance) must be taken by the bidders, and the proposed schedule for such tests. Information on the Employer's testing program and criteria used to evaluate test results is found in paragraph (3) below. The posting will set forth the minimum qualifications that the employee must have in order to be considered.
- c. The Employer's objective in conducting its testing program is to assure an open competitive process free from discrimination and in accordance with EEOC guidelines. The Employer seeks the best qualified applicant for all openings. The Employer assures the Union that continuing efforts will be made to devise/acquire the best available tests and/or examinations so that tests/examination results directly relate to skills, abilities and qualifications actually required on the job. Weighing of competitive selection factors shall be as follows:

Written Examination	500 points
Seniority	150 points
Job Performance	200 points
Oral Examination	150 points

For the purpose of scoring the competitive selection factor, seniority, each employee shall be credited with 15 points for each year of seniority. Further, any employee who has been issued an Honorable Discharge from the Military Forces shall be credited with 15 points of seniority credit for each of the first two (2) full years of such service. An employee shall be credited with 15 points of seniority credit per year up to a maximum of four (4) years of courses taken pursuant to an accredited Criminal Justice curriculum, or other pertinent degrees which the Employer deems would be beneficial to the department, as evidenced by an official transcript. Points to be awarded for military and education in lieu of seniority shall not exceed 60 points.

- d. During any posting period in which employees are being considered for promotion, the regular classification vacancy, if filled, will be filled by any bargaining unit employee on a temporary basis. Bargaining unit employees shall be compensated at the rate applicable to any classification to which they are temporarily assigned.
- e. At the time a bid is received by the Sheriff, it will be dated and a copy returned to the employee. Only bids providing all requested information and received by the Sheriff within the posting period will be considered by the Employer prior to making a promotion. Once a regular classification vacancy is posted, other methods of permanently filling the regular classification vacancy shall not be used until all bidders are considered and a decision made and communicated to all bidders and the Local President.
- f. An employee who does not provide all requested information or deliberately falsifies information in his bid may be disqualified.
- g. Any bidder must be at work or otherwise available following the closing date of the bid and during the period when bidders are being considered. If a bidder is not at work or otherwise available to be considered, the bidder may be disqualified.
- h. An employee who is promoted or transferred to another classification will be given a reasonable period, but not less than thirty (30) days nor more than one hundred eighty (180) days to demonstrate in actual performance whether he has the ability to perform the work. The employee's performance will be evaluated two (2) times during this period. A copy of each evaluation will be provided to the employee. If a determination is made that the employee does not have the ability to perform the work, he shall be returned to the classification from which he was promoted and given a written notice of reason. A copy of this notice will be sent to the employee's Chief Steward.

- i. If the employee requests within a ninety (90) day period following a promotion from another classification, he shall be returned to a regular classification vacancy in the classification from which he was promoted. Such an employee shall be returned within thirty (30) days following approval of his request. If there is no regular classification vacancy in the classification from which the employee was promoted, the employee will be returned to any other regular classification vacancy in the same pay grade for which the employee meets the necessary qualifications. If no such regular classification vacancy exists, the employee will be returned to a classification which is a pay grade consistent with his seniority and ability to perform the work.
- j. In the event that an employee is returned to a classification from which he was promoted, the Employer shall consider the other bidders prior to posting or initiating other recruiting action. If no other employees bid on the vacancy, the Employer may use other means to fill the vacancy.
- k. An employee who has been promoted, including an employee returned at the employee's request but not an employee returned by the Employer because the employee does not have the ability to perform the work, need not be considered by the Employer for a subsequent promotion during the one (1) year period following the promotion, unless the employee is the only bidder who meets the standards set forth in the classification vacancy posting.
- l. An employee who has bid for a promotion in accordance with the provisions of this Article and who has more seniority than the employee selected for promotion will be notified in writing that he lacks the qualifications or he does not have equal qualifications, as the case may be, together with the name and seniority date of the employee promoted. A copy of this notification will be sent to the Local President. Any bidder will be furnished his scores on any and all tests upon submission of a written request to the Sheriff or Undersheriff.
- m. Should a regular classification vacancy fail to receive any bids for a minimum of three (3) different but consecutive posting periods, after written notice to the Local President the Employer may discontinue posting for one (1) year such regular classification vacancies which subsequently occur in that classification. Thereafter, the Employer will again post any such regular classification vacancies, and the provisions of this paragraph will be repeated.

Section D. Lieutenant Positions

In the filling of vacancies for the classification of Lieutenant, preferential consideration to members of Local 2756 will be given

provided:

- a. The Local 2756 member meets all standards and requirements for the vacancy.
- b. The Local 2756 member is equally qualified in comparison to external candidates.

ARTICLE 25. BULLETIN BOARDS.

- a. The Employer will provide bulletin board space in the Sheriff's Department offices which may be used by the Union for posting notices pertaining to Union business.
- b. Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments may be posted on this board without prior approval by the Employer. No other notices shall be posted thereon without the prior approval of the Employer.

ARTICLE 26. RATES FOR NEW JOBS.

- a. The Employer shall have the right to establish the content of job descriptions for all classifications and to evaluate all classifications for the purpose of classifying them into pay grades; and when changes in job duties warrant, to change the job description and pay grade of an existing classification based on the revised job description and job evaluation performed by the Director of Human Resources, provided such action shall not be directed towards changing the pay grade of a classification in which no substantial change has occurred and provided that the wages for each pay grade structure shall be set forth in Appendix A of this Agreement.
- b. If, during the life of this Agreement, a new classification is created or a substantial and material alteration is effected in an existing job classification, the Employer shall utilize the guidelines established in the General Compensation Policy to place the new or altered classification equitably into the classification system. In the case of a new classification, the Employer shall promptly furnish the Local with a copy of the new job description and the salary range assigned thereto. If the Local disagrees with the job classification during the first ten (10) calendar days after the Union has been so notified, the Union shall have the right to initiate the grievance process. In the case of an alteration of an existing job classification, the Employer shall promptly furnish the employee with a copy of the job description and the salary range assigned thereto. If the employee disagrees with the job classification during the first ten (10) calendar days after the employee has been so notified, the employee shall have the right to initiate the grievance procedure.

- c. It shall be the sole function of the arbitrator to determine whether such classification is appropriate, provided that the arbitrator will have no power to overrule the Employer unless he finds the Employer was arbitrary or unreasonable in arriving at such classification.

ARTICLE 27. 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 Union may designate not more than two (2) employees to serve on the County Safety Committee for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions. The Union shall provide the Employer, in writing, the names of the two (2) employees so designated to serve on the County Safety Committee.
- c. The Union will cooperate with the Employer in encouraging 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.
- d. All members of the bargaining unit, when using a vehicle not equipped with permanently installed mobile radio while engaged in law enforcement duties, including the service of process, shall be furnished with a departmental radio.

ARTICLE 28. VOLUNTARY SERVICE.

It is recognized that from time to time 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.), provided that no volunteers shall be assigned to replace or displace any bargaining unit members.

ARTICLE 29. MILITARY SERVICE.

- a. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.
- 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 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, except in case of an emergency not to exceed six (6) months.

ARTICLE 30. LEAVES OF ABSENCE. **

- a. Leaves of absence requested in writing, for periods not to exceed one (1) year, may be granted by the Sheriff for:
1. Serving in an elected or appointed position, public or Union.
 2. Illness leave (physical or mental), as certified by a physician designated and paid for by the Employer.
 3. Educational, for professional development in the field of law enforcement.
 4. Leaves of absence for serious illness or disability of a family member may be granted for a period of thirty (30) to ninety (90) calendar days. Leaves may be extended in additional increments of thirty (30) calendar days at the discretion of the Sheriff not to exceed one year in total.

Such leaves may be extended for like cause at the discretion of the Sheriff for a maximum of one (1) additional year upon written request of the employee.

- b. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to a position which their seniority entitles them upon termination of their leave.
- c. Up to two (2) members of the Union selected to attend a function of the Union shall, upon approval by the Sheriff, be allowed up to five (5) days time off with loss of time and pay to attend.
- d. Requests for such leave shall be made to the Sheriff in writing at least four (4) weeks in advance of the date requested for commencement of such leave, except in cases of emergency.
- e. All requests for leave of absence will include the reason for the leave, exact date on which the leave is to commence, and date on which the employee will return to work.
- f. Employee shall not accept employment elsewhere while on a leave of absence unless previously agreed to, in writing, by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer, without recourse.
- g. Available personal, vacation and medical leave (if appropriate) balances will be depleted prior to commencement of any unpaid leave of absence. However, it is understood

that employees may protect up to 40 hours of medical leave and a total of 16 hours of personal leave or vacation for future use. Fringe benefits will not accrue during the unpaid portion of any leave of absence.

ARTICLE 31. WORKER'S COMPENSATION. **

- a. Employees will be covered in accordance with the Worker's Disability Compensation Act (Act) of the State of Michigan. Compensation for lost wages will be paid by the County Worker's Compensation carrier after the carrier has determined eligibility in accordance with the Act. Any loss-time injury or illness which the carrier does not deem eligible for wage-loss replacement in accordance with the Act will be paid by the County from the involved employee's accumulated medical leave. If the employee has depleted his accumulated medical leave, the employee may receive payment through accumulated vacation, personal, or other accumulated leave time.
- b. In any event, the employee shall not be entitled to receive duplicate payment from any source or combination of sources.
- c. Employees will immediately report any job related injury or illness to the Sheriff and/or Risk Management department. The employee will promptly complete and/or obtain any required forms to supply the employer with necessary information to meet carrier and Department of Labor requirements.

ARTICLE 32. SHIFT PREMIUM AND HOURS. **

- a. Shift Premium - Employees shall be paid a premium in addition to their hourly wage at the following schedule:

4:01 p.m. - 12:00 a.m.	.25 per hour
12:01 a.m. - 7:59 a.m.	.30 per hour
- b. Working Hours - Employees will be scheduled on a fourteen (14) calendar day work period. Within said work period, eight (8), ten (10), and twelve (12) hour work shifts will be assigned at the sole discretion of the Sheriff. Employees will be compensated at the straight time hourly rate for all assigned work hours for their assigned work shift.
- c. Overtime shall be defined, and time and one-half shall be paid as follows:
 - for all hours physically worked in excess of eight (8), ten (10), or twelve (12) hours in one work day, depending upon work shift assignment;
 - all hours physically worked in excess of eighty (80) hours within the defined fourteen (14) calendar day work period;

- there shall be no pyramiding of work hours for overtime calculation.

Work beyond an employees regular scheduled work hours, or any other work hours that constitute overtime, shall be authorized by the employees immediate supervisor prior to being worked.

- d. A monthly work schedule shall be posted by the Sheriff.
- e. No shift or monthly schedule shall be changed unless agreed upon by the Employer and the Union, except in case of an emergency as determined by the Sheriff. An emergency schedule change shall only be allowed for the duration of said emergency.
- f. Employees shall be allowed a thirty (30) minute paid meal period during the assigned shift, to be taken at the employees regular work station or designated patrol area. The employee shall be available to respond as necessary during the meal period.
- g. Employees may take a coffee break during their regular shift, at the employee's regular work station or designated patrol area. The duration of a coffee break is at the discretion of the Sheriff.
- h. Employees are required to be on duty for the duration of their assigned work shift of eight (8), ten (10) or twelve (12) hours, except as excused by the Sheriff.
- i. Full-time deputized employees may be scheduled on a rotating shift basis, and there will be no overtime paid for regularly scheduled hours.
- j. An employee called in to work for hours other than those scheduled, shall be guaranteed at least two (2) hours pay at the rate of time and one-half. Witness fees for court appearances related to the employee's circumstances of employment shall not be paid by the County.
- k. Time and one-half the straight time hourly rate will be paid for all hours physically worked on a designated holiday.

ARTICLE 33. MEDICAL LEAVE. **

- a. All employees covered by this Agreement shall accumulate one-half (1/2) medical leave day per pay period, not to exceed one hundred four (104) hours or thirteen (13) days per year, with a maximum of ninety (90) days accumulation. Employees will be paid one-half (1/2) of accumulated medical leave, with forty-five (45) days the maximum amount to be paid if they quit or retire. Upon the death of an employee, one-half (1/2)

of accumulated medical leave, with forty-five (45) days the maximum amount to be paid, will be paid at the prevailing rate to the employee's beneficiary. An employee while on paid medical leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

- b. An employee absent from work due to his illness or the illness of a dependent child shall notify the Sheriff, Undersheriff or Division Head, or officer in charge before the end of the previous day, if possible, and, in any event, not less than four (4) hours before the beginning of his next work day, except in cases of emergency beyond his control and, in such cases, as soon as possible. In cases where absence due to personal illness or injury continues for three (3) or more days, the Sheriff or Undersheriff may require certification as to the employee's fitness to return to work from a physician to be designated BY and paid for by the Employer. Not more than five (5) medical leave days may be utilized per calendar year for dependent child illness.
- c. Available Medical Leave will be depleted prior to commencing a medical leave of absence as described by Article 29(g) "Leaves of Absence".

ARTICLE 34. PERSONAL LEAVE. **

- a. Full-time employees will be granted five (5) days of personal leave during each calendar year, not to accumulate year to year, two (2) such personal leave days to be deducted from the employee's medical leave.
- b. Personal leave shall be defined as leave which may be used at the employee's discretion, and must be requested in writing at least four (4) weeks prior to proposed use. Personal leave will be approved at the Sheriff's discretion based upon staffing needs of the department. The Sheriff may waive the required notice for an employee who demonstrates extenuating circumstances.
- c. Available Personal Leave will be depleted prior to commencing a leave of absence as described by Article 29(g) "Leaves of Absence".

ARTICLE 35. BEREAVEMENT LEAVE. **

An employee shall be allowed three (3) working shifts with pay per funeral, as bereavement leave days for the purpose of attending said funeral and/or attending to directly related matters, not to be deducted from medical leave, for a death in the immediate family. Immediate family to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter,

step-children, mother-in-law, father-in-law, grandparents, grandchildren. Employees attending the funeral of an immediate family member, as defined above, in excess of four hundred (400) miles one way from Marquette will be granted an additional two (2) days of funeral leave. Any employee selected to be a pallbearer for a deceased employee will be allowed one-half (1/2) bereavement leave day with pay, not to be deducted from medical leave. The Union President or his representative shall be allowed one-half (1/2) bereavement leave day with pay in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral. For funeral of persons other than those listed above, an employee may utilize accrued vacation or personal leave time. Should the employee have no accrued vacation or personal leave time available, the employee may take leave without pay.

ARTICLE 36. HOLIDAY PROVISIONS. **

- a. Effective January 1 of each year, one hundred four (104) hours will be credited to each member for use as holiday pay. The observed holidays are designated as: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day. Eligible employees will identify hours to be used, and will be paid their current rate based on their regular scheduled work day for said holidays. Credited holiday hours will be used by December 31 of each year, unused holiday hours will be forfeited.
- b. For all hours worked on holidays, time and one-half shall be paid for the holiday, in addition to identified regular holiday pay. Paid non-worked holiday hours shall not be considered as hours worked for overtime compensation calculation. Holidays will be observed on the actual day of the holiday.
- c. An employee who wishes to receive the holiday off should present his request to the Sheriff at least one (1) week in advance, and every effort will be made to arrange for a replacement.
- d. An employee shall be eligible for holiday pay only under the following conditions:
 1. The employee must work his regularly scheduled shifts prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.
 2. Exceptions to the preceding sub-paragraph will be made:

- Where an employee is granted prior leave for the shift prior to the holiday for good cause, including sickness.
 - Where the employee is granted leave for the shift after the holiday for good cause, including sickness.
- e. Part-time employees are not eligible for the provisions of this Article.
- f. When a holiday occurs during scheduled work hours, an employee will not be substituted by another employee to avoid payment of extra holiday pay.

ARTICLE 37. VACATION ELIGIBILITY. **

- a. An employee will earn credits toward vacation with pay in accordance with the following schedule:
- Less than one (1) year of continuous service - actual amount of employee's service when lacking the completion of one (1) year.
 - After one (1) full year of continuous service - ten (10) working days vacation.
 - After two (2) full years of continuous service - eleven (11) working days vacation.
- b. For each additional year of service above two (2) years, one (1) additional day of vacation will be granted, up to twenty (20) days of vacation.
- c. Vacation time is to be credited to the employee on a per-pay period basis, and shall not be taken before being credited.
- d. In cases of severance of employment for any reason by the employee of the Employer, an employee's credited vacation time must either be paid in full for the full time or granted the time off, at the Employer's discretion.
- e. An employee wishing to schedule a vacation shall request same in writing at least thirty (30) days in advance. The Sheriff shall respond within five (5) working days. Conflicting requests are to be resolved on the basis of seniority. In approving vacations, the Sheriff shall consider the employee's request and the operational needs of the department.
- f. When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended one (1) day or the employee may be paid for that day, as mutually agreed by the parties.

- g. A vacation shall not be waived by an employee and extra pay received for work during that period. At no time can accrued vacation leave exceed the equivalent of twenty-five (25) days. Vacation leave earned in excess of twenty-five (25) days shall be forfeited.
- h. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation may be rescheduled, at the discretion of the Sheriff. In the event his incapacity continues through the year, he may be awarded payment in lieu of vacation, at the discretion of the Sheriff.
- i. Available vacation will be depleted prior to commencing a leave of absence as described by Article 29(g) "Leaves of Absence".

ARTICLE 38. HOSPITALIZATION AND MEDICAL COVERAGE. **

- a. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross/Blue Shield Plan MVF-1 Master Medical Option I, \$100/\$200 deductible, 80%/20% reimbursement with FAE-RC, MMC-POV, ML, OB, APDBP Prescription Drug Rider (\$10.00 co-pay), optometric rider coverage, and dental coverage on a 50/50 co-pay basis on Class I and II benefits, 50/50 co-pay basis on Class III benefits with a maximum benefit of \$1,000 for each member each contract year, 50/50 co-pay basis on Class IV benefits (restricted to nineteen (19) years of age or younger) with a life-time maximum for each member of \$1,000; or equivalent coverage from another carrier. This coverage shall be applied to all employees covered by the terms of this agreement.
- b. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family during an employee's leave of absence as a result of any injury, illness up to one (1) year.
- c. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family for all employees who retire directly from County employment without deferred status. Members with fifteen (15) or more years of service who are involuntarily laid off will be provided Hospitalization Medical coverage at time of drawing retirement from the County.
- d. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family while the employee is laid off, up to six (6) months.

ARTICLE 39. LIFE INSURANCE.

- a. The Employer agrees to pay the full premium of term life insurance for each employee, face value equal to 1.5 times annual salary while employed.
- b. Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 40. PENSIONS. **

Employees covered under this Agreement will be enrolled into the Michigan Municipal Employees Retirement System Plan B-3, FAC 5, with F55/15 years and F50/25 years early retirement options, and benefit program E-2 fully paid by the Employer. Effective January 1, 1999 the plan will improve to Plan B-4 with existing options, with a 2.0% of payroll employee contribution.

ARTICLE 41. STANDARD UNIFORM LIST AND MAINTENANCE. **

- a. The Sheriff's Department uniform shall be one prescribed by the Sheriff and provided by the County in the following minimum quantities:

ALL DEPUTIZED PERSONNEL

1. Three (3) short sleeve shirts
2. Three (3) long sleeve shirts
3. Three (3) pairs of pants (slacks for females)
4. One (1) summer jacket
5. Three (3) badges (coat, hat and shirt)
6. One (1) tie tack
7. One (1) whistle key chain
8. One (1) pair handcuffs with keys
9. Three (3) neckties
10. One (1) belt (garrison)
11. Collar brass - size to be determined by Sheriff
12. Wallet-size badge with I.D. case
13. Two (2) nameplates, one for coat and one for shirt

- b. In addition to the above, Marine and Road Patrol personnel will receive the following:

1. One (1) handgun
2. One (1) winter jacket with hood
3. One (1) Sam Browne belt including:
 - a. Holster
 - b. (2) magazines
 - c. magazine pouch
 - d. Handcuff case
 - e. Key holder
 - f. Baton holder
 - g. Four (4) keepers

4. Coveralls will be provided in patrol cars.
- c. The following equipment will be available as needed:
 1. Raincoats and rain hats
 2. Fatigues with hat
 3. Riot gear:
 - a. Helmets with face shield
 - b. Batons
- d. Such uniforms and accessories shall become the property of the County. The Employer shall designate a dry cleaning establishment to process all uniforms, and shall bear the cost of such service.
- e. The Employer will bear the cost of repairs to uniforms damaged during duty.
- f. The Employer will bear the cost of alterations.
- g. Upon receipt of issued equipment as stated above, the employee assumes all responsibility for loss of issued equipment.

ARTICLE 42. LONGEVITY. **

Employees shall be entitled to a longevity payment for the following amounts as determined by their seniority date as of January 1, 1997. Such payment shall be made on the first pay period in January 1997.

5 years - 9 years of seniority	=	\$200.00
10 years - 14 years of seniority	=	460.00
15 or more years of seniority	=	645.00

Following the January 1997 payment, the longevity payment will cease and the longevity provision is deleted from this agreement.

ARTICLE 43. 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. For the purpose of overtime computation only physically worked hours, or hours paid as vacation or personal leave authorized by the Sheriff or Undersheriff, will be considered.

ARTICLE 44. DISTRIBUTION OF AGREEMENT.

The Employer agrees to make available to each employee a copy of this Agreement, and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 45. CAREER DEVELOPMENT.

- a. Following completion of their probationary period, all full-time employees shall be eligible to participate in the Career Development Program. The purpose of the Career Development Program is to aid and encourage employees to complete approved educational courses which will improve their skills in their present job or to help them to prepare to advance to targeted positions of greater responsibility within the structure of the County.
- b. Eligible employees wishing to participate in the Career Development Program must complete a proposed Career Development Plan, on the form provided by the Personnel Office, detailing all proposed educational courses and their relationship to the employee's career goal with the Employer, identifying the targeted position, documenting consultation with the Placement and Career Planning Department of Northern Michigan University. The employee submits the completed Career Development Plan to his/her Department Head/Budgetary Unit Administrator for departmental authorization. The Department Head/Budgetary Unit Administrator forwards the completed Career Development Plan, with recommendation, to the Director of Human Resources for final disposition. To be considered valid, the Career Development Plan must be approved by both the Department Head/Budgetary Unit Administrator and the Director of Human Resources. The Career Development Plan must be completed and fully processed at least six (6) weeks prior to employee request for career development assistance.
- c. To be approved for inclusion in a Career Development Plan, educational courses shall be taken through an accredited educational institution. In situations where needed education or training is unavailable from an accredited source, exceptions may be made at the discretion of the Director of Human Resources.
- d. To request career development assistance, employees make application on a form provided by the Personnel Office, providing the specific educational course(s) from their Career Development Plan being requested to a maximum of eight (8) credit hours per semester. The employee submits the completed Career Development Assistance application from to his/her Department Head/Budgetary Unit Administrator for departmental authorization, and the Department Head/Budgetary Unit Administrator forwards the application with recommendation to the Director of Human Resources for final disposition. Determination of approval or rejection of Career Development Assistance applications will be made by the Director of Human Resources periodically. Notice of approval or rejection of application will be in writing to the employee.

- e. Upon successful completion of an approved educational course, the employee requests the institution at which he/she is enrolled to submit a transcript of grades and a statement of tuition costs to the Director of Human Resources. Tuition costs will be reimbursed according to the final grade earned: A - 75%; B - 50%; C - 25%. No reimbursement will be made for any grade lower than C. Total reimbursement cannot exceed \$500.00 during any one (1) fiscal year. Reimbursement shall be for tuition specifically, and no other costs are reimbursable under the Career Development Program.
- f. Should an employee's employment with the County be separated for any reason within one (1) calendar year of reimbursement of tuition expenses, the employee will be liable for repayment of tuition reimbursement, and such amount will be deducted from the separating employee's final payroll check prior to distribution.

ARTICLE 46. DISABILITY INSURANCE.

The Employer agrees to pay the full premium for a disability insurance program, providing 67% of gross monthly income to a maximum of \$5,000.00 per month, commencing on the 91st calendar day of continuous incapacity to perform job functions, and continuing for the term of the disability, retirement, or attainment of age 70.

ARTICLE 47. OUTSIDE EMPLOYMENT.

Any law enforcement related employment outside of the Sheriff Department must be approved in writing by the Sheriff prior to commencement. The Employer agrees that approval will not be unreasonably denied or unreasonably withdrawn.

ARTICLE 48. REOPENER. **

This Agreement shall be reopenable for negotiations as of January 1, 1999 for wages only, such reopening to be by written notice served upon the Employer, not less than ninety (90) days prior to December 31, 1998.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not

specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of both parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

ARTICLE 49. TERMINATION. **

This Agreement shall continue in full force and effect through December 31, 1999.

- a. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- b. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination date.

c. Notice of termination:

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to 710 Chippewa Square, Marquette, MI 49855; and, if to the Employer, addressed to the Marquette County Board of Commissioners, c/o Director of Human Resources, Marquette County Courthouse Annex, Marquette, MI 49855; or to any such address as the Union or the Employer may make available.

APPENDIX A - CLASSIFICATION AND RATES **

a) Effective January 1 through December 31, 1996:

<u>Salary Grade</u>	<u>Classification Title</u>	<u>Salary Range</u>	
		<u>Minimum</u>	<u>Maximum</u>
06	Deputy Sheriff/Part-time	\$9.783/hour, flat rate	
13	Deputy Sheriff Road/Security	\$23,566	\$30,060
14	Corporal Road/Security Deputy Sheriff/Narcotics	\$24,754	\$31,429
15	Sergeant	\$25,988	\$32,968

SCHEDULE OF IN-RANGE SALARY PROGRESSION

<u>Salary Grade</u>	<u>Hire Rate</u>	<u>Six Months</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
06	9.783	--	--	--	--
13	11.330	12.112	12.890	13.666	14.452
14	11.901	12.700	13.497	14.304	15.110
15	12.494	13.329	14.170	15.007	15.850

- b) The Classification and Rates and Schedule Of In-Range Salary Progression tables will increase in succeeding years as follows:
- effective January 1, 1997 a 5.5% increase;
 - effective January 1, 1998 a 4.0% increase; and,
 - wage reopener for 1999.

APPENDIX B. AUTHORIZATION FORM

APPENDIX C - GRIEVANCE FORM
MARQUETTE COUNTY
STATEMENT OF GRIEVANCE

NAME _____ DATE _____
DEPARTMENT _____ FILE NUMBER _____
CLASSIFICATION TITLE _____ SENIORITY DATE _____
BARGAINING UNIT _____ ARTICLE INVOLVED _____

Specific provision of Agreement article allegedly violated _____

Formal statement of grievance and statement of facts pertaining to alleged grievance _____

Relief sought _____

Grievant Signature _____
Steward Signature (if desired) _____

RECORD OF PROCEDURE

Step 1 Date of Verbal Presentation _____
Received by _____ Position _____
Presented by _____ Position _____
Employer's Disposition: Granted ___ Denied ___ Date _____
Comments _____

Employer Signature _____
Date Appealed to Next Step _____ Grievant Signature _____

Step 2 Date of Written Presentation _____
Received by _____ Position _____
Presented by _____ Position _____
Employer's Disposition: Granted ___ Denied ___ Date _____
Comments _____

Employer Signature _____
Date Appealed to Next Step _____ Steward Signature _____

Step 3 Date of Request for Step 3 Meeting _____
Requested by (Council #25 Representative) _____
Received by _____ Date _____
Date of Meeting _____ Disposition: Resolved ___ Unresolved ___
Comments _____

Employer's Signature _____
Date Appealed to Next Step by Council #25 _____

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

FOR THE UNION:

Name	Date
<u>Dylt Bay</u>	<u>12/6/96</u>
<u>John F. Rombouts</u>	<u>12/8/96</u>
<u>[Signature]</u>	<u>12-9-96</u>
<u>Meggy Dusep</u>	<u>12-9-96</u>
<u>Chris D. Smith</u>	<u>12-10-96</u>

FOR THE EMPLOYER:

Name	Date
<u>Joseph I. Maino</u> Joseph I. Maino Sheriff	<u>12-10-96</u>
<u>Gerald O. Corkin</u> Gerald O. Corkin, Chair Marquette County Board of Commissioners	<u>12-10-96</u>