

Agreement between the

GOGEBIC COUNTY

and the

GOGEBIC COUNTY DEPUTY SHERIFFS

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE

ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

Effective Date: January 1, 2010

Termination Date: December 31, 2011

Reopener Date: September 30, 2011

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2 AGREEMENT
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4 This Agreement entered into as of the 1st day of January, 2010, between GOGEBIC COUNTY
5 (the "County") and the SHERIFF OF GOGEBIC COUNTY (the "Sheriff"), together hereinafter referred
6 to as the "EMPLOYER" and the GOGEBIC COUNTY DEPUTY SHERIFF'S ASSOCIATION,
7 hereinafter referred to as the "UNION".
8

9 PURPOSE AND INTENT
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11 The general purpose of this Agreement is to set forth terms and conditions of employment, and
12 to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Union and
13 the employees.

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

16 To these ends, the Employer and the Union encourage to the fullest degree friendly and
17 cooperative relations between the respective representatives at all levels and among all employees.
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19 ARTICLE 1 – RECOGNITION
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21 1.1: Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions
22 of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as
23 the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages,
24 hours of employment, and other conditions of employment for the term of this Agreement of all
25 employees of the Employer, included in the bargaining unit described below:

26 All full time and regular part time deputies and correctional officers/dispatchers
27 of the Gogebic County Sheriff's Department, EXCLUDING the Sheriff,
28 Under Sheriff, Cooks, Matrons, volunteers and temporary employees.

29 1.2: Definitions. For purposes of the recognition granted the Union and for purposes of this
30 Agreement, the following definitions shall be applicable:

1 Full-Time Employee. A full-time employee is an employee who is working forty (40) or
2 more hours per week on a regular basis at a job classified by the Employer as permanent.

3 Regular Part-Time Employee. A regular part-time employee is an employee who is
4 working at least twenty (20) but less than forty (40) hours per week on a regular
5 schedule at a job classified by the Employer as permanent.

6 Temporary Employee. A temporary employee is an employee hired for a
7 definite period of time including summer replacement hires and the Marine
8 Program Deputy, generally not to exceed one hundred twenty (120) days.

9 Immediate Supervisor. An employee's immediate supervisor shall include the
10 Gogebic County Sheriff, Under Sheriff and /or Lieutenant.

11 Association. The Association shall refer to the Gogebic County Deputies' Association
12 affiliated with WPPA/LEER.

13 Employer's Designated Representative. The Employer's designated representative
14 shall be the County Clerk.

15 1.3: No Discrimination. Employee and Union Representatives shall have the right to join the
16 Union, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining,
17 or other mutual aid and protection, to express or communicate any views, grievances, complaints or
18 opinions related to the condition of compensation, of public employment or their betterment, free from
19 any and all restraint, interference, coercion, discrimination or reprisal.

20 1.4: Aid to Other Unions. The Employer will not aid, promote or finance any labor group or
21 organization which purports to engage in collective bargaining or make any agreement with any such
22 group or organization for the purpose of undermining the Union.

23 ARTICLE 2 – UNION SECURITY

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26 2.1 Union Membership. Membership in the Union is not compulsory. All employees have
27 the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union
28 recognizes, however, that it is required under this Agreement to represent all employees included within
29 the collective bargaining unit set forth in the Agreement.

30 2.2: Union Service Fee. All employees included in the collective bargaining unit set forth in
31 section 1.1 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a

1 service fee to the Union shall commence upon the completion of an employee's first thirty (30) days of
2 employment in the Sheriff's Department. For purposes of this Agreement, the term "service fee" shall
3 be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union
4 members. The Union shall advise the Employer in writing of the amount of its monthly dues and any
5 changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct
6 payment to the Union by the employee of the service fee, or by payment of the service in accordance
7 with the checkoff provisions of section 2.4. In addition, any employee who is a member of the Union
8 shall be deemed to have satisfied their service fee payment obligation for any month in which they were
9 in good standing with the Union.

10 2.3: Failure to Pay Service Fee. An employee required to pay the service fee established in
11 section 2.2 who fails to pay the service fee is subject to discharge. The Union may request the discharge
12 of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the
13 Employer of the Union's intent to require enforcement of section 2.2. This notification shall be in
14 writing signed by a non-employee representative of the Union and must include verification of non
15 payment of the service fee. The Employer shall deliver to the employee concerned a copy of this
16 notification within five (5) working days of its receipt by the Employer.

17 2.4: Checkoff.

- 18 A. During the term of this Agreement, the Employer agrees to deduct service fees, or if
19 applicable. Union membership dues and initiation fees from each employee covered
20 by this Agreement who voluntarily executes and files with the Employer a proper
21 checkoff authorization in a form which shall be supplied by the Union. Any written
22 authorization which lacks the employee's signature will be returned to the Union.
- 23 B. All authorizations filed with the Employer shall become effective the first (1st) payroll
24 period of the following months and each succeeding month, provided that the employee
25 has sufficient net earnings to cover the amounts to be deducted. These deductions will
26 cover the employee's service fee obligation, or if applicable. Union membership dues
27 and initiation fees owned for the previous month. If an employee's net earnings are
28 insufficient to cover the sums to be deducted, the deductions shall be made from the
29 next paycheck in which there are sufficient earnings. All dues and fees so deducted shall
30 be remitted monthly to the Union at an address authorized for this purpose.
- 31 C. In cases where a deduction is made which duplicates a payment already made to the

1 Union by an employee, or where a deduction is not in conformity with the provisions
2 of the Union constitution and bylaws, refunds to the employee will be made by the
3 Union.

4 D. If a dispute arises as to whether or not an employee has properly executed or properly
5 revoked a written checkoff authorization form, no further deductions shall be made
6 until the matter is resolved.

7 E. The Employer's sole obligation under this section is limited to the deduction of service
8 fees and, where applicable Union membership dues and initiation fees. If the employer
9 fails to deduct such amounts as required by this Section, its failure to do so shall not
10 result in any financial liability whatsoever.

11 2.5: Indemnification. The Union agrees to indemnify and hold the Employer harmless against
12 any and all claims, demands, awards, fines, court costs, attorney fees and unemployment compensation
13 costs that arise out of or by reason of action taken by the Employer pursuant to Sections 2.2, 2.3 and /or
14 2.4.

15 16 ARTICLE 3 – REPRESENTATION

17
18 3.1: Collective Bargaining Committee. The Employer agrees to recognize a Collective
19 Bargaining Committee consisting of not more than five (5) employees selected or elected by the Union
20 from employees covered by this Agreement who have seniority. One member of the Collective
21 Bargaining Committee shall be the President of the Union's local association. Members of the
22 Collective Bargaining committee shall act on behalf of the employees covered by this Agreement for the
23 purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the
24 Union may also be present during collective bargaining negotiations.

25 3.2: Steward. The Employer agrees to recognize one (1) Steward, who shall be the Union's
26 local President. It shall be the function of the Steward to act in a representative capacity for the purpose
27 of processing grievances in accordance with the Grievance Procedure established in the Agreement.
28 When it is necessary for the Steward to leave assigned duties to process a grievance, the Steward shall
29 request to be released from assigned duties. Upon such request, the supervisor may release the Steward
30 from duties, provided that such a release will not interfere with the orderly and efficient operation of the

1 Sheriff's Department. The Steward shall return to assigned duties as promptly as possible and shall
2 advise the Steward's supervisor of the return to duty.

3 3.3: Alternate Stewards and Collective Bargaining Committee Members. Alternate stewards
4 and members of the Collective Bargaining Committee may be selected or elected by the Union from
5 employees covered by this Agreement who have seniority. Alternate stewards, and alternate members
6 of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or
7 elected steward or member of the Collective Bargaining Committee and such alternate steward or
8 members shall have the same rights, duties, limitations and obligations as the regular selected or elected
9 steward or member of the Collective Bargaining Committee during the period of replacement.

10 3.4: Identification of Union Representatives. The Employer shall be informed in writing of
11 the names of the Steward, members of the Collective Bargaining Committee, the Staff Representative of
12 the Union, and any changes to such individuals upon receipt of this notice.

13 3.5: Special Conferences. Special conferences for important matters will be arranged between
14 the Association president and the Employer or its representative upon the request of either party. Such
15 meetings shall be between at least two (2) representatives of the Association. Arrangements for such
16 special conferences shall be made in advance and an agenda of the matters to be discussed shall be
17 presented at the time of the conference is requested. Matters taken up in special conferences shall be
18 confined to those included on the agenda. The WPPA representatives may meet at a place designated by
19 the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the
20 conference with the representatives of the Employer for which the written request has been made.

21 3.6: Bargaining and Special Conference Time. Employee participation as Bargaining
22 Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union
23 and the employees which it represents. Employees may, upon request, be released from work to engage
24 in collective bargaining negotiations and special conferences, provided such release will not interfere
25 with the orderly and efficient operation of the Employer. Bargaining Committee Members shall be paid
26 at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours
27 to engage in collective bargaining negotiations and special conferences; provided, however, that the
28 Employer reserves the right to deny pay if this privilege is being abused.

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1 ARTICLE 4 – MANAGEMENT RIGHTS

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3 4.1: Management Rights. It is understood and agreed that the Employer retains and shall have
4 the sole and exclusive right to manage and operate the County and the Sheriff's Department in all its
5 operations and activities and to establish and administer, without limitations, implied or otherwise, all
6 matters not specifically and expressly limited by this Agreement. Among the retained rights of
7 management included only by way of illustration and not by way of limitation are as follows: to
8 determine all matters pertaining to management policy; to adopt, modify, change, or alter its budget; to
9 determine the services to be furnished, and the methods, procedures, means, equipment and machines
10 required to provide such services; to determine the nature and number of operations and departments to
11 be operated and their locations; to eliminate, combine, or establish new departments; to determine the
12 number of personnel required; to determine the number of hours to be worked by any employee; to
13 eliminate, establish or combine classifications; to hire personnel; to determine the number of
14 supervisors; to direct and control operations; to discontinue, combine, or reorganize any part or all of its
15 operations; to maintain safety, order and efficiency; to continue and maintain its operations as in the
16 past; to study and use different methods, processes or machines; to use improved methods and
17 equipment and outside assistance either in or out of the County's facilities; to establish job descriptions
18 and work standards; to make judgments as to the skill, ability and performance of employees; and in all
19 respects to carry out the ordinary and customary functions of administration of the County and the
20 Sheriff's Department. All such rights may be exercised by the Employer without prior bargaining or
21 notice to the Union, provided, however, that the Employer shall notify the Union a reasonable time in
22 advance prior to implementing a combined classification in order to allow bargaining over the impact of
23 that decision.

24 The Employer shall also have the right to promote, assign, transfer, suspend, discipline and
25 discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine
26 penalties for violation of such rules and other improper employee action or inactions; to establish and
27 change work schedules; and to provide and assign relief personnel; provided, however, that these rights
28 shall not be exercised in violation of any specific provisions of this Agreement. The exercise of these
29 rights by the Employer shall be subject to the Grievance Procedure established in this Agreement.

30 4.2: Rules and Regulations. The Employer has the right to establish rules and regulations not
31 inconsistent with the provisions of this Agreement. All new or revised rules and regulations established

1 by the Employer shall be delivered to the Association's President for inspection and review five (5)
2 working days before their establishment or revision. If the Union believes that any rule or regulation is
3 inconsistent with the terms of the Agreement, a grievance may be filed within ten (10) working days
4 after the establishment or revision of such rule or regulation and thereafter considered in accordance
5 with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the
6 Union does not grieve in accordance with the foregoing will be conclusively presumed not to be
7 inconsistent with or in violation of any section of this Agreement.

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11 **ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE**
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13 5.1: Grievance Defined. A Grievance is a written dispute, claim or complaint arising under
14 this Agreement, and filed by either an authorized representative of, or an employee in the bargaining
15 unit. Grievances are limited to matters of interpretation or application of express provisions of this
16 Agreement and shall not apply to the payment of benefits under the retirement plan or the payment of
17 benefits under the insurance plan unless the Employer is self-insured.

18 5.2: Grievance Procedure. All grievances shall be handled in the following manner:

19 Step 1. Verbal Procedure. An employee with a grievance shall discuss the matter with
20 the employee's immediate superior or designated representative, within seven (7)
21 working days from the time of the occurrence of the events giving rise to the
22 grievance or within seven (7) working days from the time that the employee involved
23 first knew or should have known of the facts giving rise to the complaint in situations
24 where it was impossible for the employee involved to have known at the time of the
25 actual occurrence of the events giving rise to the complaint. If requested by the employee,
26 the Steward may be present. The employee's immediate supervisor, or designated
27 representative, will give the employee concerned an oral answer to the grievance
28 within five (5) working days. Every effort shall be made to settle the grievance in this
29 manner.

30 Step 2. Written Procedure to Immediate Supervisor. If the complaint is not
31 satisfactorily settled in the Step 1 Verbal Procedure, the grievance shall be reduced to

1 writing within five (5) working days from the time of the oral answer and submitted to
2 the Sheriff or designated representative. The grievance shall be signed by the Steward,
3 shall indicate the Section or Sections of this Agreement in dispute and shall adequately
4 set forth the facts giving rise to the grievance. The immediate supervisor, or designated
5 representative, the employee involved, and the Steward may discuss the grievance. The
6 immediate supervisor, or designated representative shall place an answer on the written
7 grievance within ten (10) working days following the date the grievance was submitted
8 at this step, and return it to the Steward.

9 Step 3. Written Procedure to County Board of Commissioners. If a grievance is not
10 satisfactorily settled in the Step 2 Written Procedure, the Steward may appeal the Step
11 2 decision by delivering to the County, through the County Clerk's office a written
12 appeal concerning the grievance within five (5) working days following receipt of the
13 Step 2 written disposition of the grievance. The Chairman of the Gogebic County
14 Board of Commissioners, or designated representative, shall place a written disposition
15 on the grievance within fifteen (15) working days following the date of the Board of
16 Commissioners' next regular scheduled meeting, and return it to the Steward.

17 5.3: Arbitration. The Union may request arbitration of any unresolved grievance which is
18 arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service
19 and delivering a copy of this form to the County through the County Clerk's office within ten (10)
20 working days following the receipt of the County's written disposition in Step 3 of the grievance
21 procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the
22 grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the
23 Federal Mediation and Conciliation Service and delivering a copy of this form to the County through the
24 County Clerk's office not later than twenty (20) working days following the date the County's written
25 Step 3 disposition was due. The Grievance may thereafter be submitted to arbitration. If the Union does
26 not request arbitration in the manner or within the time limits established herein, the grievance shall be
27 considered settled on the basis of the Employer's last disposition. Grievances which are considered
28 settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any
29 remedy concerning such grievances. The time limits for requesting arbitration may be extended by the
30 mutual agreement of the parties provided the extension is reduced to writing and the period of extension
31 is specified.

1 5.4: Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7)
2 arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately
3 striking the name of an arbitrator from the panel. The Union shall strike the first name from the first list
4 of arbitrators and the parties shall alternate striking the first name from the successive lists. After six (6)
5 arbitrators have been struck, the remaining individual shall serve as arbitrator. Should the parties
6 mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another
7 panel requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the
8 Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own
9 witnesses and representatives. If either party desires a verbatim record of the proceeding, it may cause
10 such record to be made, providing it pays for the record.

11 5.5: Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the
12 application and interpretation of this Agreement as written. The arbitrator shall at all times be governed
13 wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify
14 this Agreement either directly or indirectly, to consider any extra-contract agreements not specifically
15 incorporated in this Agreement, or to rule on the discipline, layoff, recall or termination of any
16 probationary employee. The Union acknowledges that the Employer retains all rights not otherwise
17 abrogated under the expressed terms of this Agreement as generalized in the management rights clause
18 herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the
19 expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is
20 raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been
21 affirmatively decided, and the Employer may request a bifurcated hearing in any proceeding in which
22 the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more
23 than five (5) working days to the time the grievance was first submitted. All claims for back wages shall
24 be limited to the amount of wages that the employee would otherwise have earned, less any
25 unemployment compensation for personal services that the employee may have received from any
26 source during the period in question.

27 5.6: Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the
28 Union, Employer and employees in the bargaining unit: provided, however, that either party may have
29 its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

1 5.7: Non-Employee Representatives. The Union and the Employer may have non-employee
2 representatives present at any meeting or discussion concerning a grievance except for discussions held
3 pursuant to the Step 1. Oral Procedure.

4 5.8: Grievance Forms. The grievance form shall be supplied by the Union in a form which
5 coincides with the Grievance Procedure established in this Agreement.

6 5.9: Time Limits. The time limits established in the grievance procedure shall be followed by
7 the parties hereto. If the time procedure is not followed by the Union or the employees represented by
8 the Union, the grievance shall be considered settled on the basis of the Employer's last disposition.
9 Grievance which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have
10 any power to review the grievance or issue any award. If the time procedure is not followed by the
11 Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time
12 limits established in the grievance procedure may be extended by mutual agreement of the parties
13 provided the extension is reduced to writing and the period of extension is specified.

14 5.10: Time Commutation. Saturdays, Sundays and holidays recognized under this Agreement
15 shall not be counted as working days under the time procedures established in the grievance procedure.
16 All other days shall be considered to be working days, even if a particular employee does not actually
17 work on that day.

18 5.11: Pay for Processing Grievances. The Steward and employees necessary for the resolution
19 of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from
20 their regularly scheduled hours required to process grievances or participate in grievance meetings;
21 provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

22 5.12: Discharge Grievances. All grievances concerning discharge shall be initiated at Step 2 of
23 the grievance procedure. A written grievance signed by the Steward or by the discharged employee
24 shall be filed within three (3) working days of the employee's discharge in order to invoke the grievance
25 procedure in such situations.

26 5.13: Veterans' Preference Claims. It is the intent of the parties to this Agreement that its
27 terms and provisions shall be applicable to all employees included within the bargaining unit covered by
28 this Agreement. Accordingly, the parties hereby agree that any employee who may come within the
29 provisions of any legislative enactment entitling a military veteran to a preference in employment or
30 which establishes a procedure whereby the military veteran may challenge the Employer's
31 determinations regarding the veteran's employment status will be required to, no later than Step 2 of the

1 Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his
2 single means of challenging the Employer's determination. If the employee elects to pursue his
3 statutory remedy or fails to make an election, any grievance concerning the Employer's employment,
4 any determination shall be considered withdrawn by the Union and, further, shall not thereafter be a
5 subject of any Arbitration proceedings.

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7 ARTICLE 6 – DISCIPLINE
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9 6.1: Disciplinary Action. In the event that the Employer determines to discharge or suspend
10 any employee, the employee shall be advised of the reasons for the discharge or suspension and shall be
11 provided with a written statement of these reasons. Upon request by the employee, the Employer or
12 designated representative will discuss the discharge or suspension with the Steward and or the
13 employee. The Employer may also suspend an employee pending investigation, and such suspended
14 employee shall continue to receive pay for regularly scheduled hours unless the time off becomes a
15 disciplinary suspension or discharge.

16
17 ARTICLE 7 – SENIORITY
18

19 7.1 Definition of Seniority. Seniority shall be defined as the length of an employee's
20 continuous full time and regular part time service with the Sheriff's Department since the employee's
21 last date of hire. An employee's "last date of hire" shall be the most recent date upon which the
22 employee first commenced work in the Sheriff's Department. Seniority shall commence only after the
23 employee completes the probationary period hereinafter provided. Employees who commence work on
24 the same date shall be placed on the seniority list in alphabetical order of surnames: provided, however,
25 that any employee who changes surnames between commencement of work and acquisition of seniority
26 shall be placed on the seniority list according to their surname at the time of commencement of work.
27 The application of seniority shall be limited to the preferences and benefits is specifically recited in the
28 Agreement.

29 7.2: Probationary Period. New employees hired in the unit shall be considered as
30 probationary employees until they have worked two thousand eighty (2080) hours, or for the first twelve
31 (12) months of their active employment, whichever occurs later. Employees who have not completed

1 their probationary period may be disciplined, laid off, recalled, terminated or discharged at the
2 Employer's discretion without regard to the provisions of this Agreement and without recourse to the
3 Grievance Procedure. The Union shall represent probationary employees for the purpose of collective
4 bargaining as to all other conditions of employment set forth in this Agreement. When an employee
5 finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for
6 seniority from his last date of hire. There shall be no seniority among probationary employees.

7 7.3: Seniority List. The Employer shall maintain a seniority list of all employees in the
8 bargaining unit according to seniority showing each employee's name, employment status,
9 classification, and seniority date. The Employer shall post a copy of the seniority list on January 1st of
10 each year and shall update the list as changes occur.

11 7.4: Loss of Seniority. An employee's seniority and employment relationship with the
12 Employer shall terminate for any of the following reasons:

- 13 A. If the employee resigns or quits;
- 14 B. If the employee is discharged and the discharge is not reversed through the Grievance
15 Procedure;
- 16 C. If the employee retires;
- 17 D. If the employee is convicted of a felony;
- 18 E. If the employee is absent for three (3) consecutive working days, unless the employee's
19 absence is for a reason satisfactory to the Employer;
- 20 F. If the employee does not return to work when recalled from layoff as set forth in the
21 Recall Procedure, unless the employee's absence is for a reason satisfactory to the
22 Employer;
- 23 G. If the employee fails to return from sick leave, vacation, disciplinary suspension or any
24 leave of absence on the specific date for his return, unless, the employee's absence is
25 for a reason satisfactory to the Employer.
- 26 H. If the employee has been on layoff for a period of time equal to his seniority at the time
27 of his layoff or eighteen (18) months, whichever is less;
- 28 I. If the employee is on a disability leave for a period of one (1) year;
- 29 J. If the employee is on a workers compensation leave for a period of eighteen (18)
30 months;
- 31 K. If the employee makes an intentional false statement on the application for leave of

1 absence.

2 7.5: Transfer to Non-Bargaining Unit Position. An employee who is transferred to a non-
3 bargaining unit position within the Sheriff's Department after June 6, 1988 shall retain all accrued
4 seniority and classification seniority, but shall not accumulate seniority or classification seniority after
5 the first ninety (90) days that the employee holds the non-bargaining unit position. The Employer has
6 the sole discretion to determine the wages, hours and conditions of employment for non-bargaining unit
7 employees. An Employee who returns to the bargaining unit after having been transferred to a non-
8 bargaining unit position may be placed in any job classification with a current vacancy. In the event that
9 an employee returns to the bargaining unit, the employee's seniority shall commence to accumulate as of
10 the date the employee returns to the bargaining unit.

11
12 ARTICLE 8 – LAYOFF AND RECALL

13
14 8.1: Layoff. When it is determined by the Employer that the work force in a particular job
15 classification is to be reduced, the Employer shall lay off employees in the following
16 order:

- 17 A. The first employee or employees to be laid off shall be part-time employees (if
18 any) in the particular job classification affected by the layoff.
- 19 B. The next employee or employees to be laid off shall be regular part-time employees (if
20 any) in the particular job classification affected by the layoff, by inverse order of
21 seniority.
- 22 C. The next employee or employees to be laid off shall be probationary full-time
23 employees (if any) in the particular job classification affected by the layoff, by inverse
24 order of seniority.
- 25 D. Further layoffs from the affected classification shall be accomplished by inverse order of
26 seniority.

27 The Employer shall provide at least seven (7) calendar days advance notice of a layoff. For
28 purposes of this Section, a layoff will include a reduction in hours that would change an employee's
29 status from full time to regular part-time.

1 8.2: Displacement Rights After Layoff. Employees with seniority who are laid off shall be
2 entitled to displace the least senior employee in a lesser paid job classification covered by this
3 Agreement under the following conditions:

- 4 A. A regular part-time employee may not exercise displacement rights over a full time
5 employee.
6 B. The laid off employee has greater seniority than the employee to be displaced.
7 C. The laid off employee presently has the necessary qualifications, skill, agility and
8 experience to perform in an effective and efficient manner the work in the other job
9 classification.
10 D. The laid off employee elects to exercise their displacement rights within three (3)
11 working days of notification of their layoff; provided, however, that if an employee is
12 not eligible to exercise displacement rights due to a failure to possess certification
13 necessary for a particular classification, the employee will be provided an extended
14 period of up to twelve (12) months to acquire the necessary certification at their own
15 cost (and without pay) and still exercise displacement rights.

16 An employee displaced under this Section shall be laid off unless that employee is also entitled
17 to exercise displacement rights under this Section. An employee exercising displacement rights under
18 this Section retains the right of recall to their former classification.

19 8.3: Recall. When it is determined by the Employer to increase the work force in a job
20 classification after a layoff, employee with seniority previously laid off from that job classification will
21 be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary
22 qualifications, skill and ability to perform in an effective and efficient manner the required work. The
23 Employer may fill the position on a temporary basis without regard to seniority pending completion of
24 the recall procedure set forth in Section 8.4.

25 8.4: Recall procedure. When employees are to be recalled from layoff, the following
26 procedures shall be followed:

- 27 A. The Employer may attempt to telephone the employee first in an effort to give the
28 employee notification of recall. If the employee could not be contacted by telephone, or
29 if the Employer determines not to use the telephone contact, the Employer shall
30 attempt to give the employee notification of recall together with the required return
31 to work date by certified mail, sent to the employee's last known address.

1 B. Employees have the obligation to advise the Employer of their intent to accept or
2 decline the recall to work within forty-eight (48) hours of notification of recall by
3 telephone or deliver of notice of recall by certified mail. Employees who fail to
4 respond within the forty-eight (48) hours period, shall be considered to have
5 voluntarily quit, unless the employee's failure to respond by the require date is for
6 a reason satisfactory to the Employer.

7 C. Recalled employees are required to report for work on the required return to work
8 date following notification of recall by telephone or following delivery or attempted
9 delivery of notice of recall by certified mail, or within forty-eight (48) hours following
10 notification of recall by telephone or following delivery or attempted delivery of notice of
11 recall by certified mail, whichever is later. Employees who fail to report to work by the
12 required date shall be considered to have voluntarily quit, unless the employee's failure
13 to report on the required date is for a reason satisfactory to the Employer. For purposes
14 of this sub-section, the need to give up to two (2) weeks notice to another employer or
15 inability to report due to illness or injury subject to the verification procedure set forth
16 in this Agreement shall constitute a reason satisfactory to the Employer.

17 8.5: Address and Telephone Numbers. It shall be the responsibility of each employee to
18 notify the Employer, in writing, of any change of address or telephone number. The
19 employee's address and telephone number as they appear on the Employer's records
20 shall be conclusive.

21 22 ARTICLE 9 – JOB TRANSFERS

23
24 9.1: Permanent Vacancies. When a permanent job or vacancy occurs in a bargaining unit
25 position, notice of the job or vacancy shall be posted on the bulletin board for seven (7) working days
26 (excluding Saturday, Sunday and Holidays as recognized in this Agreement). The Employer shall
27 endeavor to contact employees who are off work to advise them of the opening. A permanent job or
28 vacancy is one that is expected to operate more than ninety (90) consecutive working days.

29 The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled
30 under this Section. Employees interested in the job posting may file a written application with the
31 Employer by the deadline established in the posting.

1 The Sheriff shall give due consideration to all applicants for the permanent vacancy. In
2 considering an applicant's qualifications to perform the required work, the Sheriff shall consider the
3 employee's qualifications, skills ability, experience, training, productivity, seniority, work performance,
4 work record and dependability. The applicant considered by the Sheriff to be the best qualified shall be
5 awarded the permanent vacancy; provided, however, that if the Sheriff determines that the best two or
6 more applicants have equal qualifications, preference shall be given to the applicant with the greater
7 seniority. The Sheriff also reserves the right to determine that none of the applicants are qualified and
8 leave the position open or to seek further applicants.

9 9.2: New Job Probationary Period. Employees who receive an award of a job under the
10 permanent job transfer provisions of this Agreement shall be required to serve a new job probationary
11 period of six (6) months in the new position to prove that they have the skill and ability to perform all
12 the requirements of the position. If the employee fails to meet all the requirements of the position to the
13 satisfaction of the Sheriff, the employee will be transferred back to the employees prior classification
14 provided, however, that the Sheriff reserves the right to disqualify an employee and return the employee
15 to the employee's prior classification at anytime during the new job probationary period.

16 17 ARTICLE 10 – LEAVES OF ABSENCE

18
19 10.1: Purpose of Leaves. It is understood by the parties that leaves of absence are to be used
20 for the purpose intended, and employees shall make their intent known when applying for such leaves.
21 It shall constitute just cause for discipline up to and including discharge, for an employee to falsify the
22 reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically
23 provided to the contrary by the provisions of the Leave Section involved.

24 10.2: Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick
25 leave of absence with pay and benefits under the following conditions and qualifications:

26 A. Paid sick leave will be earned at a rate of eight (8) hours for each month of active
27 service with the Employer. For purposes of this Section, an employee has a complete
28 month of active service when they work or receive pay for at least one hundred sixty
29 (160) hours during any calendar month, provided, however, that the employees who
30 work or receive pay for less than one hundred sixty (160) hours during any calendar
31 month shall receive a pro rated sick leave accrual based upon the numbers of hours

1 worked or pay divided by one hundred sixty (160), rounded off to the nearest whole
2 hour. Sick leave shall be paid at the employees straight time regular rate of pay when
3 the sick leave is taken.

4 B. Employees may utilize accrued paid sick leave when they are incapacitated from the
5 safe performance of work due to illness, injury, or other disability.
6 Disability associated with pregnancy, miscarriage, abortion or childbirth shall be
7 treated as any other disability. Employees may also utilize accrued paid sick leave in the
8 event of illness, injury or other disability of a family member of the employee's
9 immediate family requiring hospitalization or physician treatment that necessitates the
10 employee's presence with the member of the immediate family, subject to the same
11 verification procedures for personal illness, injury or other disability. With the prior
12 approval of their immediate supervisor, accrued sick leave may also be utilized for
13 doctor, dentist, or other recognized practitioner appointments. For purposes of this
14 section a member of the employee's immediate family shall include the employee's
15 spouse, children, parents, or foster parents, parents-in-law, brother and sister.

16 C. An employee shall notify the Employer of the need to utilize paid sick leave as far in
17 advance as possible and no later than one (1) hour before the start of the employee's
18 work shift. In the event that the Employer believes that an employee is abusing sick
19 leave, the Employer may require as a condition of the paid sick leave a physician's
20 certificate setting forth the reasons for the sick leave. A physician's certificate setting
21 forth the reason for the leave shall be required for all absences of three (3) or more
22 days and for the day before or the day after the commencement of an employee's
23 vacation or one of the holidays observed by the Employer.

24 D. Unused paid sick leave may accumulate without limit.

25 E. Sick leave is a benefit for employees to be used in case of illness, injury or other
26 disability, and employees will only be paid for accrued but unused sick leave at their
27 current wage rate under the following circumstances:

- 28 1. At normal retirement age as defined in the Gogebic County Employees
29 Retirement Ordinance and upon actual retirement and the acceptance of a
30 retirement allowance, such employees shall receive a cash payment
31 equivalent to fifty (50) percent of the sick leave standing to his credit at

1 such time, to a maximum pay of four hundred sixty (460) hours.

- 2 2. At death, a cash payment equivalent to fifty percent of the sick leave
3 standing to his credit at such time, to a maximum payment of four hundred
4 sixty (460) hours shall be made to his beneficiary as designated in the records
5 of the retirement system or if there is no beneficiary, to his estate.
- 6 3. Employees who have accrued five hundred (500) sick time hours shall be
7 permitted to use eight (8) hours annually as personal leave which shall be
8 deducted from the employee's accrued sick time bank.

9 A County employee who voluntarily leaves County service on his own volition or is discharged
10 shall not receive any payment in lieu of unused sick leave credit. Any such credit left standing at the
11 time of separation shall be forfeited; provided, however, that if an employee who has previously left
12 County service of his own volition and has had any sick leave credits forfeited at the time of such
13 separations, and again returns to county service within a period of one (1) year from the time of his last
14 employment by the County, his previous unused credits shall be restored and placed to his credit.

15 10.3: Disability Leave. A disability leave of absence will be granted to employees who are
16 unable to work because of non-work related injury, illness, pregnancy or other disability, subject to the
17 right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer
18 that the employee is incapacitated from the safe performance of work due to illness, injury or other
19 disability. A disability leave shall be with pay and benefits until such time as the employee has
20 exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This
21 disability leave will continue for the period of the employee's disability; provided, however, that an
22 employee may not be on a disability leave for a period of more than twelve (12) consecutive months.
23 The Employer may request at any time, as a condition of continuance of disability leave of absence,
24 proof of a continuing disability in situations where the employee's medical condition raises a question as
25 to the employee's capacity to perform the job. The Employer may require a medical examination by a
26 physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee
27 to take a leave of absence under this Section. Employees who are anticipating a leave of absence under
28 this Section may be required to present a physician's certificate recommending that the employee
29 continue at work and in all cases the employee's attendance and job responsibilities must be
30 satisfactorily maintained. Employees are required to notify the Employer of any condition which will
31 require a leave of absence under this Section together with the anticipated date for commencement of

1 such leave. This notice shall be given to the Employer by the employee as soon as the employee is first
2 aware of the condition. All employees returning to work from a disability leave of absence must present
3 a physician's certification satisfactory to the Employer indicating the employee is medically able to
4 return to work. When, in the opinion of the Employer's physician, an employee is found unable to
5 perform his job assignment because of medical reasons, the employee may at his option and expense
6 request a physical exam from his personal physician. If the opinion of employee's physician conflicts
7 with that of the Employer's physician, the parties shall choose a third physician whose opinion shall be
8 binding on the parties.

9 10.4: Worker's Compensation Leave. Upon written application a leave of absence without
10 pay or benefits for a period of not more than eighteen (18) months will be granted to employees who are
11 unable to continue to work for the Employer because of a work related injury or disease for which the
12 employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan
13 and is receiving voluntary worker's compensation payments from the Employer, subject to the
14 Employer's right to require medical proof. Accrued paid sick leave may also be utilized when an
15 employee is receiving voluntary worker's compensation payments from the Employer to the extent
16 necessary to maintain the employee's net take-home pay based upon a forty (40) hour work week or the
17 employee's normal work week, whichever is lesser, but such supplemental payments shall not be
18 considered to be payments for the purpose of accrual or payment of any benefits such as sick leave,
19 holiday, vacation or paid healthcare. Extension of the leave may be granted by the Employer upon the
20 written request of the employee for a period of up to six (6) months if the Employer's medical advisors
21 indicate that the employee will be able to return to work within the period of the extension. The
22 Employer may require at any time as a condition of continuance of a worker's compensation leave of
23 absence proof of a continuing inability to perform work for the Employer. In the event that the
24 Employer, in conjunction with its medical advisors, determines that the employee is capable of returning
25 to work, the employee's leave of absence shall immediately end.

26 10.5: FMLA. The employer, employees and Union agree to follow the provisions and terms of
27 the Family and Medical Leave Act (FMLA).

28 10.6: Unpaid Personal Leave of Absence. The Employer may in its discretion grant an
29 employee a personal leave of absence without pay or benefits for a period not to exceed six (6) months.
30 Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the
31 Employer. Such requests shall state the reason for the leave. An extension of personal leave of absence

1 may be granted by the Employer in its discretion provided the extension is requested in writing prior to
2 the termination of the original leave period. No personal leave of absence may be granted for a period in
3 excess of one (1) year. No request for personal leave of absence shall be considered approved unless
4 such approval is in writing signed by the Employer.

5 10.7: Paid Personal Leave of Absence. Employees shall be granted three (3) paid personal
6 leave days on their date of hire, for use between their hiring date and each subsequent anniversary date.
7 Paid personal days shall be scheduled at least twenty-four (24) hours in advance between the employee
8 and their supervisor, and must be taken in complete days. Paid personal leave days may not be carried
9 over to a succeeding anniversary year and will be forfeited if unused. If during the first twelve (12)
10 months of employment an employee terminates, the amount of personal leave taken but not carried shall
11 be deducted from his final pay check by pro-rating the personal leave days on the number of months of
12 employment.

13 10.8: Funeral Leave. An employee shall be granted three (3) consecutive calendar days leave
14 to attend the funeral in the event that a death occurs in the employee's immediate family, one of which
15 must be the day of the funeral. Immediate family is to be defined as follows: Mother, Father, Brother,
16 Sister, Current Spouse, Child, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents
17 and Grandparents-in-laws. An employee who loses work from his regularly scheduled hours shall
18 receive his regular rate for such lost time for the funeral leave, for up to eight (8) hours per day.,

19 10.9: Military Training or Emergency Duty Leave. Employees required to perform active duty
20 for training or to perform emergency duty in any reserve component of the Armed Forces of the United
21 States or National Guard shall be granted a leave of absence without pay or benefits for the period of
22 such training or emergency duty upon request and presentation of proper documentation from the
23 employee's Commanding Officer.

24 10.10: Return to Work After Leave of Absence. Employees returning from Employer approved
25 leaves of absence will be reinstated to their former job classification. The provisions of the foregoing
26 notwithstanding, the Employer reserves the right not to reinstate to their former job classification any
27 employee who no longer has the necessary qualifications, skill and ability to perform to work

28 10.11: Seniority While on Leave of Absence. Employees on approved paid leave of absence
29 and on a military training or emergency duty leave of absence shall continue to accrue seniority during
30 the period of their leave of absence. Employees on approved unpaid leave of absence shall continue to
31 accumulate seniority for a period of up to thirty (30) days. Employees on approved unpaid leaves longer

1 than thirty (30) days shall retain their seniority, but shall not accumulate any additional seniority during
2 the remainder of their leave of absence.

3
4 ARTICLE 11 – HOURS OF WORK

5
6 11.1: Work Period. The work period shall be a period of twenty-eight (28) consecutive days.
7 The normal tours of duty for full time employees shall consist of one hundred sixty (160) hours of work
8 in a work period. The normal workday shall consist of eight (8) hours for those employees working
9 eight hour shifts and twelve (12) hours for those employees working twelve hour shifts, including meal
10 period. Nothing contained herein shall be construed to constitute a guarantee of eight (8) or twelve (12)
11 hours of work or pay per day or one hundred sixty (160) hours of work or pay per work period. In the
12 event that the tours of duty for full time employees within a work period are reduced to less than one
13 hundred sixty (160) hours and the Employer takes the position that the reduction will change the status
14 of the employees from full time to regular part-time, the parties agree to reopen this agreement to
15 negotiate the continuation of benefits for those employees who were reduced from full time to regular
16 part-time.

17 11.2: Overtime. Overtime other than of an emergency nature must be authorized by the Sheriff
18 or his designated representative. The Sheriff will endeavor to distribute overtime work equally among
19 employees in each job classification, based upon overtime hours worked during the calendar year, but
20 reserves the right to assign overtime without regard to overtime hours previously worked in instances of
21 an emergency. The Sheriff shall post on a quarterly basis a listing of the overtime hours worked and
22 refused by each employee during that calendar year. This list shall not include court time or extended
23 shift time, which for purposes of overtime equalization shall not be considered.

24 11.3: Work Schedule. The work schedule and the starting and quitting times for any and all
25 shifts shall be established by the Sheriff. Work schedules, including additional shifts on holidays or
26 special events, shall be posted at least thirty (30) days in advance; provided, however, that the Sheriff
27 reserves the right to change the work schedule where circumstances require that it be changed. In the
28 event that the posted work schedule is required to be changed, the Sheriff will endeavor to give at least
29 twenty-four (24) hours advance notice of such changes.

1 11.4: Trading Shifts. Employees may trade shifts only with the prior approval of the Sheriff or
2 his designated representative; provided, however, that no overtime shall result in any way to the
3 individuals involved in such voluntary changes.

4 11.5: Compensatory Time. An employee shall be allowed to accumulate up to twenty-four
5 (24) hours of "Comp-Time". Comp-time can only be taken with the expressed approval of the Sheriff.
6 If Comp time cannot be scheduled off, it shall be paid off for the year it was accrued on about the last
7 pay period in December. Beginning July 1, 2002, comp time will be capped at forty (40) hours for those
8 employees on eight (8) hour shifts and forty-eight (48) hours for those employees on twelve (12) hour
9 shifts.

10 On July 1st of each year, the Employer shall credit each employee with four (4) hours of
11 compensatory time.

12 11.6: Overtime Premium Pay. Time and one half (1- ½) the employee's straight time regular
13 rate of pay shall be paid for all hours actually worked within a two week pay period in which the number
14 of hours actually worked exceeds eight (8) in a day or eighty (80) hours.

15 11.7: Call-in Court Time Pay. Employees shall receive a minimum of two (2) hours pay at
16 time and one-half for call-in and court appearances while off duty, provided that the employee is not
17 scheduled to begin his regular work shift within the two (2) hour call-in period. For the purposes of this
18 Section, court appearances will also include Liquor Control Commission Hearings, Drivers License
19 Appeal Board Hearings and Civil Infraction Hearings for traffic offenses.

20 11.8: Training Pay. Employees required to attend schools, training sessions or mandatory
21 departmental meetings during a time other than their regularly scheduled shift shall be paid at the rate of
22 time and one half for the time actually expended at such meetings or sessions; provided, however, that
23 if such training is scheduled during an employee's regularly scheduled workday, the employee shall
24 receive no additional pay for attending such meetings or sessions. Any voluntary training will be paid at
25 straight time.

26 11.9: Pyramiding. There shall be no pyramiding or duplication of overtime premium hours or
27 pay, call-in guarantee hours or pay court time guarantee hours or pay, or training pay.
28
29
30
31

1 ARTICLE 12 – HOLIDAYS

2
3 12.1: Recognized Holidays. The following days are recognized as holidays for the purposes of
4 this Agreement:

5 New Year's Day	Memorial Day	Thanksgiving Day
6 President's Day	Fourth of July	Christmas Eve Day
7 Good Friday	Labor Day	Christmas Day
8 Easter	Veteran's Day	Day after Thanksgiving

9 It is understood that employees will be required to work on holidays in accordance with normal
10 scheduling procedures.

11 12.2: Holiday Pay. Eligible employees shall receive eight (8) hours pay at their straight time
12 regular rate for each recognized holiday. Eligible employees required to work on a recognized holiday
13 shall receive holiday pay in addition to pay at time and one-half their regular straight time rate of pay for
14 all work performed on the holiday.

15 12.3: Holiday Eligibility. In order to be eligible for holiday pay and employee must be on the
16 active payroll as of the date of the holiday. For purposes of this subsection a person is not on the active
17 payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

18 12.4: Holiday During Vacation. In the event that a holiday should occur during an otherwise
19 eligible employee's vacation period, the employee shall be paid for the holiday; or at the employee's
20 option extend his vacation one (1) additional day.

21
22 ARTICLE 13 – VACATIONS

23
24 13.1: Paid Vacations. All full-time employees shall be granted vacation leave with pay and
25 benefits based upon their length of continuous service with the Employer in accordance with the
26 following:

27 <u>Years of Continuous Service</u>	<u>Hours Pay</u>	<u>Time Off</u>
28 At least 1 year but less than 2 years	40	5 days
29 At least 2 years but less than 5 years	80	10 days
30 At least 5 years but less than 10 years	120	15 days

1	At least 10 years but less than 15 years	136	17 days
2	At least 15 years but less than 16 years	160	20 days
3	At least 16 years but less than 17 years	168	21 days
4	At least 17 years but less than 18 years	176	22 days
5	At least 18 years but less than 19 years	184	23 days
6	At least 19 years but less than 20 years	192	24 days
7	At least 20 years but less than 21 years	200	25 days
8	At least 21 years but less than 22 years	208	26 days
9	At least 22 years but less than 23 years	216	27 days
10	At least 23 years but less than 24 years	224	28 days
11	At least 24 years but less than 25 years	232	29 days
12	At least 25 years	240	30 days

13 Vacation leave accrues on a calendar year basis and is credited to eligible employees on their
14 anniversary day of each year, based upon their years of continuous services with the Employer as of the
15 preceding anniversary day of each year.

16 13.2: Vacation Eligibility. In order to be eligible for full crediting of vacation leave on an
17 employee's anniversary day of any year, an employee must have worked a total of at least 2,080 hours
18 during the immediately preceding twelve month period. Employees who fail to work the required
19 number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually
20 worked to 2,080 rounded to the nearest half day. For purposes of this Section, hours worked shall
21 include paid leaves of absence, hours of paid vacation and all hours actually worked.

22 13.3: Continuous Service. For purposes of vacation calculation, an employee's length of
23 continuous service with the Employer shall be calculated from the most recent date that the employee
24 commenced work for the Employer, but shall exclude all time spent on unpaid leave of absence or on
25 layoff in excess of thirty (30) consecutive days.

26 13.4: Vacation Scheduling. Employees may request time off for vacations after vacation leave
27 has been credited to their use. Vacation requests must be in writing and submitted to the Immediate
28 Supervisor in the following manner:

- 29
- 30 (a) one (1) day requested off: twenty-four (24) hour notice
- 31 (b) two (2) days requested off: forty-eight (48) hour notice

1 (c) three (3) or more days requested off: thirty (30) days notice

2 If two (2) or more employees submit timely vacation requests as provided under (a), (b), or (c),
3 preference shall be given to the employee with the greater seniority.

4 The Sheriff will endeavor to approve all vacation requests, but reserves the right to refuse to
5 allow an employee to take vacation leave at the time requested if such vacation would interfere with the
6 efficient operation of the Sheriff's Department. Employees are required to take their vacation leave
7 during the twelve (12) months following its accrual and crediting, and all vacation leave not used during
8 the twelve (12) months following its crediting shall be forfeited; provided, however, that in the event
9 that an employee is unable to utilize accrued vacation the employee shall be allowed to carry over up to
10 five (5) days to the next year.

11 When the work schedule is changed by the Sheriff, pursuant to Section 11.2 and changes an
12 employee's approved vacation request, the Sheriff shall waive the vacation notice request time limits as
13 provided in this Section and shall attempt to approve the effected employee's new vacation request.

14 13.5: Vacation Pay. Vacation pay shall be at the employee's regular straight time rate in effect
15 at the time the employee takes vacation leave. If a regular pay day falls during an employee's vacation,
16 the Employer will provide that check in advance upon request of the employee. Requests for advance
17 payments must be made two (2) weeks prior to the last day worked.

18 13.6: Benefits on Termination. Employees whose employment relationship with the Employer
19 ends for any reason may receive pay for accrued but unused vacation leave in any of the following
20 circumstances:

- 21 A. If an employee retires in accordance with the retirement plan currently in effect.
22 B. If an employee resigns from employment and a minimum of fourteen (14) days advance
23 notice is given to the Employer.
24 C. If an employee is laid off and requests payment of vacation pay; provided, however, that
25 such vacation pay shall be designated to the period of layoff.
26 D. In the event of the death of an employee, vacation pay shall be paid to the employee's
27 estate.

28 13.7: Illness During Vacation. In the event that an employee becomes ill during a scheduled
29 vacation period and is under the care of a physician, the employee will be eligible for paid sick leave and
30 his vacation will be rescheduled at a later date.

31

ARTICLE 14 – NO STRIKE

1
2
3 14.1: Continued Work Pledge. The Union agrees that during the term of this Agreement
4 neither it nor its officers, representatives, committee persons, stewards, members, nor the employees
5 covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel,
6 encourage or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for
7 duty, or any other activities that may result in any curtailment of work or the restriction or interference
8 with the Employer's operation., It is expressly recognized, and the Union agrees, that the scope of
9 activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy
10 strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of
11 picket line at any location for any reason whatsoever.

12 14.2: Violation of Continued Work Pledge. Any employee who violates the Continued Work
13 Pledge of Section 14.1 shall be subject to discipline by the Employer, up to and including discharge.
14 The Union acknowledges and agrees that discharge is the appropriate penalty for violation of Section
15 14.1. Any appeal to the grievance procedure concerning an employee disciplined for violation of
16 Section 14.1 shall be limited to the question of whether the employee or employees did in fact engage in
17 an activity prohibited by Section 14.1.

18 14.3: Further Sanctions. If Section 14.1 of this Agreement is violated, the Employer shall
19 have the right, in addition to any action taken pursuant to Section 14.1, to any other legal remedies the
20 Employer may possess, including injunctive relief.

21 14.4: Affirmative Action. In the Event of a work stoppage or other curtailment or interference
22 of work, Union officers shall immediately instruct the involved employees in writing that their conduct
23 is in violation of the contract, that they may be discharged, and instruct all such persons to immediately
24 cease the offending conduct.

25 The Employer shall not be required to negotiate on the merits of the dispute which gave rise to
26 the work stoppage or curtailment or interference with work until all such actions have ceased.

1
2 ARTICLE 15 – INSURANCE
3

4 15.1: Health Insurance. The Employer will make available a group insurance program
5 covering certain hospitalization, surgical, medical and dental expenses for participating employees and
6 their dependents. This insurance program shall be on a voluntary basis for all employees who elect to
7 participate in the insurance program. The insurance program currently provides the coverages listed
8 herein through Blue Cross/Blue Shield. The specific terms and conditions governing the group
9 insurance program are set forth in detail in the master policy or policies governing the program as issued
10 by the carrier or carriers.

11 Employees are eligible to participate in the group insurance program no earlier than the first (1st)
12 day of the premium month following the commencement of employment with the Employer or at a date
13 thereafter that may be established by the insurance carrier. Employees electing to participate in the
14 group insurance plan shall advise the Employer in writing of this intent by filling out the applicable
15 insurance forms and shall make arrangements satisfactory to the Employer for the payment of the
16 required monthly premium, if any.

17 15.2: Payment of Health Insurance Costs. During the term of this Agreement, the Employer
18 agrees to pay up to the full premium rate set by the insurance carrier for single subscriber, two person
19 and family coverage for eligible full time employees who elect to participate in the group insurance
20 plan.

21 Employees hired after January 1, 2009, shall contribute \$50.00 (fifty dollars) per month toward
22 the cost of health insurance (half per pay period).

23 The Employer agrees to pay a pro-rata amount of the premium for regular part-time employees
24 who elect to participate in the group insurance plan, based upon the ratio that the number of hours in
25 their regular weekly schedule bears to forty (40) hours. Employees electing sponsored dependent
26 coverage are responsible for payment of the premium costs for this additional coverage. The
27 Employer's obligation shall be limited to these amounts, and employees are responsible for payment of
28 all premium costs in excess of these stated amounts.

29 15.3: The insurance program established in Section 15.1 provides the following coverage for
30 employees through Blue Cross/Blue Shield;

1 The Plan will be Blue Cross/Blue Shield Community Blue Option 2 with a \$20.00 Office Visit,
2 50/50 Mental Health and a 10/40 PDR with MOPD (one co-pay per 90 day RX).

3 Upon presentation to the Gogebic County Clerk/Register of Deeds of an original RX receipt, the
4 County of Gogebic will reimburse the Employee the sum of \$30.00 for brand name drugs if the
5 subscriber provided a Doctors statement indicating the necessity for the brand name drug over the
6 generic for medical reasons or if the Pharmacists provides a written statement indicating that no generic
7 equivalent is available. These reimbursement(s) will take place twice a month. Employees will be held
8 harmless should they chose to blacken or erase the specific name of the medication on any proof of
9 purchase.

10 Employees, at their option, may "buy up" to the Blue Cross/Blue Shield Option 1 program.

11 15.4: A. In the event an employee is already insured, the Employer shall pay in lieu of
12 insurance, seventy-five (\$75.00) dollars per month for single, one hundred
13 (\$100.00) dollars or 2- person and one hundred twenty-five (\$125.00) for
14 family.

15 B. Employees having family coverage shall pay up to a maximum of fifteen
16 (\$15.00) dollars per month to provide the family continuation of coverage benefit.

17 15.5: Dental. Comprehensive dental coverage with \$1,000 per individual per year maximum
18 amount with the following payment levels: (25-50-50-1000 CDC-DC DXTMJ)

19 Class I Preventative (75/25 co-pay)

20 Class II Restorative (50/50 co-pay)

21 Class III Prosthodontic (50/50 co-pay)

22 There is no coverage for orthodontics.

23 A. An employee has the option to partake in the hospitalization plan, 003 suffix, which has
24 additional dental coverage and limited convalescent care. The employee shall pay
25 through payroll deduction, the difference between the 002 and the 003 suffix.

26 15.6: Retiree Health Insurance. The employer shall be required to pay one (1%) percent of
27 income, pre-tax, into the Retiree's Health Insurance Trust and Agency Fund through payroll deduction
28 to fund the cost of hospital medical insurance for retirees.

29 X Employees who retire under the provisions of the Gogebic County Retirement System either by
30 fulfilling the age and service requirements or under the provisions of a duty disability shall receive one

1 (1) person (single) health insurance coverage fully paid by the County until the retiree is eligible for
2 Medicare/Medicaid. The level of coverage shall be at the current plan coverage at the time of retirement.

3 Employees who terminate employment before retirement shall forfeit all contributions including
4 any accrued interest that were paid into the Retiree's Health Insurance Trust and Agency Fund through
5 payroll deduction.

6 15.7: Retiree Health Insurance Coverage for Spouse. Employees may elect to provide retiree
7 hospitalization coverage for their spouse. In this event, the employer will contribute an additional one
8 percent (1%) of earnings (a total of 2%). The election for spouse coverage must be made within thirty
9 (30) days of execution of this agreement for those employees who are married. For those employees
10 who are single and later marry, the option must be elected within thirty (30) days of the marriage.

11 The one percent (1%) contribution shall cease for those employees who were participating in the
12 retiree health insurance coverage for spouse, if the spouse dies before the employee is eligible to retire.
13 If the employee remarries, the employee may elect to again cover the spouse (as provided in Section
14 15.6) but must elect the coverage within time limits provided therein.

15 The election or coverage is irrevocable once elected, and employees who terminate prior to
16 retirement forfeit all claims to any contribution.

17 For employees hired on or after July 1, 1999, spouse health insurance coverage shall be available
18 on or after the date the spouse reaches age 55 and until the spouse is eligible for Medicare/Medicaid

19 Employees hired after 07/01/04, and their spouse, will no longer be covered under the retiree
20 health care-plan. This will not apply to Deputy Brandon Tauer.

21 15.8: Insurance Carrier. The Employer reserves the right to select or change the insurance
22 carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator
23 of such self-insurance programs; provided, however, that the benefits provided shall remain reasonable
24 comparable or better. Prior to changing carriers a special conference will be called to discuss the
25 changes and disputes over whether the benefits are reasonably comparable or better are subject to the
26 grievance procedure.

27 15.9: Obligation to Continue Payments. In the event that an employee eligible for insurance
28 coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid
29 leave of absence, the Employer shall have no obligation or liability whatsoever for making any
30 insurance premium payment for any such employee or their lawful dependents beyond the month in
31 which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences.

1 Employees on Employer approved leaves of absence may continue insurance benefits on a month by
2 month basis by paying to the Employer, in advance, the amount of the next month's premium for that
3 employee and/or their lawful dependents, subject to the approval of the insurance program. The
4 Employer shall resume payment of insurance premiums for eligible employees who return to work from
5 layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of
6 the employee's return to work.

7 15.10; Optical Reimbursement. Each full time employee shall receive annually up to three
8 hundred dollars (\$300.00) for optical reimbursement for employee, spouse or dependents upon
9 presentation of the paid receipt of optical related purchases presented to the Gogebic County
10 Clerk/Register.

11 Parties agree that the contract may be opened at any time to negotiate alternative a optical
12 insurance coverage. Effective 07-01-2002, optical reimbursement increases to three hundred fifty
13 dollars (\$350.00)

14 Effective July 1, 2004, the optical reimbursement shall be \$400.00. This shall be applied
15 retroactive to July 1, 2004.

16 Effective July 1, 2007, the optical reimbursement shall be \$500.00 (five hundred dollars). This
17 shall be applied retroactive to July 1, 2007.

18
19 15.11: Re-opener; In year 2010, and upon receiving the renewal rates for 2011, the parties
20 agree to re-open to discuss health insurance options- if the renewal rates for year 2011 increase by 10%
21 or more above the renewal rates for year 2010.

22
23 15.12: Life Insurance; The employer will provide a \$10,000 group term life insurance policy
24 for all employees covered by this labor agreement. Employees may purchase additional coverage at the
25 employees cost.

26 27 ARTICLE 16- RETIREMENT

28
29 16.1: Retirement. During the term of this Agreement the program of retirement benefits
30 provided, for under the Gogebic County Employees Retirement Ordinance shall be in effect under the
31 same terms and conditions that existed prior to the execution of this Agreement. Under this Ordinance

1 the employer shall pay all of the employee contribution to the Gogebic County Employees Retirement
2 System. The pension shall be amended for members of the bargaining unit to provide the following:

3 A. Pension multiplier change to 2.25% for all years of service effective July 1, 2001. The
4 County shall contribute one percent (1%) of employees earnings to the pension plan
5 effective July 1, 2003 the multiplier will be adjusted to 2.5%.

6 B. Age and service requirement of 55 years of age with 25 years of service.

7 C. Final Average Compensation – 3 years (FAC 3).

8 16.2: New Employees hired after 07/01/04 will contribute 3% of the first \$4,200.00 (four
9 thousand two hundred) of wage earnings and 5% thereafter toward the Gogebic
10 County retirement plan. This shall not apply to Deputy Brandon Tauer.

11 16.3: Effective 07/01/04, new Employees will be vested upon completion of 10 (ten) years
12 of service. This shall not apply to Deputy Brandon Tauer who shall fall under the
13 previous vesting requirement of 8 (eight) years.

14 15 ARTICLE 17 – WAGES AND ALLOWANCES

16
17 17.1: Wages. Appendix “A” attached hereto and made a part thereof contains the hourly rates
18 to be paid to employees in classifications covered by this Agreement. An employee’s annual salary
19 shall be determined by multiplying the hourly rate by 2,080 hours. Employees shall begin at the “start”
20 rate and shall progress from step to step in the wage classification upon completion of the specified
21 period of time in that classification.

22 17.2: Shift Differential. The Sheriff’s Department employees will receive a shift differential of
23 twenty cents (.20) per hour for the afternoon shift and forty cents (.40) per hour for the midnight shift.
24 Effective July 1, 2001 Sheriff’s Department employees will receive a shift differential of thirty cents
25 (.30) per hour for the afternoon shift and fifty cents (.50) per hour for the midnight shift.

26 17.3: Uniform Allowance. Employees shall be provided four hundred dollars (\$400) each
27 calendar year for and payable semi-annually on July 1st and January 1st in a separate check for purchase
28 of uniforms and related police equipment. Effective July 1, 2002, the uniform allowance will be
29 increased to five hundred dollars (\$500). Payment to the employee will be made in the amount of two
30 hundred fifty dollars (\$250) on July 1st and January 1st of each year.

1 17.4: Cleaning Allowance. Employees will be provided cleaning for service uniforms by the
2 Employer in the following amount.

3 Two (2) full uniforms per week.

4 Two (2) jackets per year.

5 Except in proper cases, exceptions will be made by the Sheriff.

6 17.5: Longevity Pay. All full time employees shall be eligible for longevity pay in accordance
7 with the following schedules:

8 A. Employee with five (5) years of service or more but less than ten (10) years of service
9 shall be paid 3% more than the three (3) year rate for the same classification.

10 B. Employee with ten (10) years of service or more but less than fifteen (15) years of
11 service shall be paid 3% more than the five (5) year rate for the same classification.

12 C. Employee with fifteen (15) years of service or more but less than twenty (20) years
13 of service shall be paid 3% more than the ten (10) year rate for the same classification.

14 D. Employee with twenty years of service or more shall be paid 3% more than the fifteen
15 (15) year rate for the same classification.

16 This longevity pay shall be applied to the employees regular hourly rate of pay.

17 18 ARTICLE 18 – MISCELLANEOUS

19
20 18.1: Captions. The captions used in each Section of this Agreement are for identification
21 purposes only and are not a substantive part of this Agreement.

22 18.2: Gender. Reference to the male gender shall apply equally to the female gender and vice
23 versa.

24 18.3: Bulletin Board. The Employer agrees to maintain and furnish a suitable bulletin board in
25 a convenient place for the posting of union notice and other materials.

26 18.4: Union Meetings. The Union may schedule and conduct its meetings on the Sheriff's
27 Department property provided it does not disrupt the duties of the employees or the efficiency of the
28 operation.

29 18.5: Training. The County and Employer recognize education and law enforcement
30 correction related skills as a benefit to the department and its operation. The County and Employer
31 recognize that the skilled and educated police officer decreases potential department liability and

1 increases department productivity. It is therefore recognized by the County and its Employer that funds
2 for training will be supplied and officers offered the time to attend training complimentary to the law
3 enforcement profession, provided, that the Employer retains the sole and exclusive right to determine the
4 type, amount, level and frequency of education to be provided.

5 18.6: Re-employment Following Active Military Service. Employees who leave the
6 employment of the Employer to enter active Military service in any branch of the Armed Forces of the
7 United States or the National Guard shall be entitled to re-employment rights in accordance with the
8 Federal and State statutes governing such re-employment rights in effect at the time the individual seeks
9 re-employment with the Employer. Notice of intent to enter into such active service and the scheduled
10 date of departure shall be given to the Employer in writing as soon as the employee is notified of
11 acceptance and departure date. Individuals re-employed in accordance with such Federal and State
12 statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility
13 requirements established under this Agreement.

14 18.7: Severability. If any Section of the Agreement or any addendum thereto should be held
15 invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or
16 enforcement of any Section should be ruled invalid by such tribunal, the remainder of the Agreement
17 and addendums shall not be affected thereby, and the parties shall enter into immediate collective
18 bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such
19 Section.

20 18.8: Term of Agreement. This Agreement shall become effective as of January 1, 2010 and
21 shall remain in full force and effect through December 31, 2011 at 11:59p.m. and thereafter for
22 successive periods of one (1) calendar year unless either party shall on or before the ninetieth (90th)
23 calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify,
24 alter, negotiate, change or amend this Agreement. The parties agree to commence negotiations for a
25 successor collective bargaining agreement prior to September 30, 2011.

26 The written notice referred to in this Section shall be given by certified mail and if given by the
27 Employer, shall be addressed to WPPA, 1342 US Hwy 2, Crystal Falls, MI 49920 and if given by the
28 Union, shall be addressed to the County Administrator, County Courthouse, 200 N. Moore St. Bessemer,
29 MI 49911-1089 or at such other address as the parties may designate in writing.

30
31

EFFECTIVE JANUARY 1, 2010

Start 6 months 1 year 2 years 3 years 5 years 10 years 15 years 20 years

Job Class 18

\$16.16	\$16.41	\$16.64	\$17.06	\$17.51	\$18.04	\$18.58	\$19.14	\$19.71
\$24.24	\$24.62	\$24.96	\$25.59	\$26.26	\$27.05	\$27.87	\$28.71	\$29.57

Job Class 20

\$16.40	\$16.64	\$16.83	\$17.29	\$17.75	\$18.28	\$18.83	\$19.39	\$19.97
\$24.60	\$24.96	\$25.24	\$25.94	\$26.63	\$27.42	\$28.24	\$29.09	\$29.96

EFFECTIVE JANUARY 1, 2011

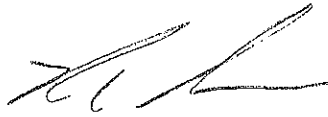
Job Class 18

\$16.51	\$16.76	\$16.99	\$17.41	\$17.86	\$18.40	\$18.95	\$19.52	\$20.10
\$24.77	\$25.14	\$25.49	\$26.12	\$26.79	\$27.60	\$28.43	\$29.28	\$30.15

Job Class 20

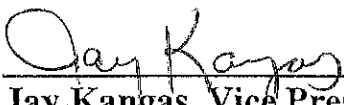
\$16.75	\$16.99	\$17.18	\$17.64	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37
\$25.13	\$25.49	\$25.77	\$26.46	\$27.15	\$27.96	\$28.80	\$29.67	\$30.56

FOR THE UNION:




Ross Solberg, President GCDSA

DATE: 12/21/09



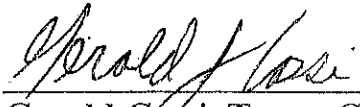
Jay Kangas, Vice President GCDSA

DATE: 12/21/09



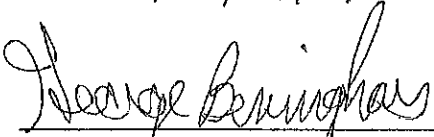
Sue Cestkowski, Sec. GCDSA

DATE: 12-29-09



Gerald Cossi, Treas. GCSDA

DATE: 12/29/09



George Beninghaus, Grievance Officer GCSDA

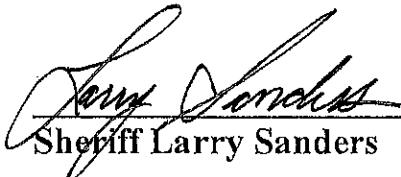
DATE: 12-29-09

FOR THE COUNTY:



Thomas Gerovac, Chairman

DATE:



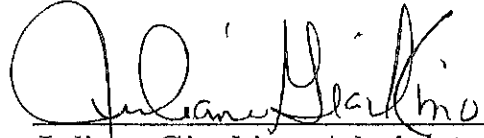
Sheriff Larry Sanders

DATE:



Dan Siirila, Commissioner

DATE:



Juliane Giackino, Administrator

DATE:



James Oliver, Chairman, Neg Comm

DATE: