

Effective date 5/12/10

Agreement between the

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THE COUNTY OF IRON

and the

IRON COUNTY DEPUTY SHERIFF'S ASSOCIATION
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE
RELATIONS DIVISION

Effective: Upon Execution

Expiration: December 31, 2012

Re-opener Due: September 31, 2010

Re-opener Due: September 31, 2011

Re-opener Due: September 31, 2012

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	RECOGNITION	1
2	LANGUAGE	2
3	MANAGEMENT RIGHTS	2
4	AID TO OTHER UNIONS.....	4
5	ASSOCIATION SECURITY	4
6	DUES CHECKOFF	5
7	REPRESENTATION FEE CHECK-OFF	6
8	REMITTANCE OF DUES AND FEES	6
9	HOLD HARMLESS	6
10	UNION REPRESENTATION.....	7
11	ASSOCIATION PRESIDENT AND VICE-PRESIDENT	7
12	SPECIAL CONFERENCES.....	7
13	GRIEVANCE PROCEDURE.....	7
14	COMPUTATION OF BACK WAGES.....	10
15	SENIORITY	10
16	SENIORITY LISTS.....	10
17	LOSS OF SENIORITY.....	11
18	SHIFT PREFERENCE	11
19	SENIORITY OF ASSOCIATION OFFICERS.....	11
20	SUPPLEMENTAL AGREEMENTS.....	12
21	LAYOFF DEFINED.....	12
22	RECALL PROCEDURE	12
23	JOB TRANSFERS/PROMOTIONS.....	12
24	VETERANS LAW.....	13
25	MILITARY TRAINING - EMERGENCY DUTY LEAVE	13
26	LEAVES OF ABSENCE.....	14
27	LEAVE FOR UNION BUS.....	14
28	SICK LEAVE	14
29	DISABILITY LEAVE	15
30	WORKERS COMPENSATION LEAVE.....	16
31	FUNERAL LEAVE.....	17
32	PERSONAL LEAVE.....	17
33	UNPAID PERSONAL LEAVE OF ABSENCE	17
34	RETURN TO WORK AFTER LEAVE OF ABSENCE.....	18
35	WORKING HOURS.....	18
36	HOLIDAY PROVISIONS.....	19
37	VACATIONS	20
38	VACATION PERIOD.....	22
39	PAY ADVANCE.....	22
40	SUPPLEMENTAL AGREEMENTS.....	23
41	ASSOCIATION BULLETIN BOARDS	23

**TABLE OF CONTENTS
CONTINUED**

<u>ARTICLE</u>		<u>PAGE</u>
42	RATES FOR NEW JOBS.....	24
43	TEMPORARY ASSIGNMENTS.....	24
44	JURY DUTY.....	24
45	HOSPITALIZATION, DENTAL AND VISION INSURANCE.....	24
46	WORKER'S COMPENSATION.....	26
47	LIFE INSURANCE.....	27
48	UNIFORM ALLOWANCE.....	27
49	EQUALIZATION OF OVERTIME HOURS.....	27
50	PAY PERIOD.....	28
51	PHYSICAL EXAMINATIONS.....	28
52	PENSION PROGRAM.....	28
53	LONGEVITY.....	29
54	BULLET PROOF VESTS.....	29
55	CLASSIFICATIONS AND WAGE RATES.....	30
56	SEVERABILITY.....	31
57	TERMINATION AND MODIFICATION.....	31
	SIGNATURE PAGE.....	32
	APPENDIX A - Wages.....	33
	APPENDIX B - Sick Leave Donation.....	34
	APPENDIX C - Sick Leave Bank.....	35
	EXHIBIT A - Dues Authorization Form.....	36

1 AGREEMENT

2 This Agreement entered into on the date it is executed below, between the County of
3 Iron, a municipal corporation of the State of Michigan (hereinafter referred to as the
4 "EMPLOYER") and the Iron County Deputy Sheriff's Association (hereinafter referred to as the
5 "ASSOCIATION").
6

7 PURPOSE AND INTENT

8 The general purpose of this Agreement is to set forth terms and conditions of
9 employment, and to promote safe, orderly and peaceful labor relations for the mutual interest of
10 the parties.

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

14 To these ends, the Employer and the Association encourage to the fullest degree friendly
15 and cooperative relations between the respective representatives at all levels and among all
16 employees.
17

18 ARTICLE 1. RECOGNITION

19 Employees Covered:

20 Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of
21 1965, as amended, the Employer does hereby recognize the Association as the exclusive
22 representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of
23 employment and other conditions of employment for the term of this Agreement for all the
24 employees of the Employer included in the bargaining units described below.

25 All full time deputies and sergeants, excluding the Sheriff, Undersheriff, all full-time and
26 part-time corrections officers, kitchen employees, temporary and part-time employees.

27 A part-time employee is defined as an employee who is regularly scheduled to work
28 thirty two (32) hours or less per week.

29 A temporary employee is defined as an employee hired to augment the work force
30 seasonally or during periods of peak workload or to replace regular full time employees who are
31 on leave of absence. Temporary employees replacing employees who are on leave of absence

1 shall not be eligible for Association membership. In the event any other temporary employee
2 works more than 1664 straight hours in one (1) year, the position occupied by the employee shall
3 be considered a regular full-time position and shall be subject to the job posting and bidding
4 provisions of this Agreement. Should a regular full time position filled by a temporary employee
5 as a result of a leave of absence become vacant through the resignation or failure of the
6 employee on leave of absence to return, such position shall be, subject to the job posting and
7 bidding provisions of this Agreement. In the event the position is awarded to an incumbent
8 temporary employee, said employee shall be eligible to become a member of the Association and
9 rank for seniority purpose's based on the cumulative total of actual working days starting from
10 date of original-hire.

11
12 ARTICLE 2. LANGUAGE

13 Wherever, in this agreement the masculine or feminine pronouns "man", "men", "he",
14 "she", or related pronouns may appear, they have been used for literary purposes and include
15 humankind both female and male sexes.

16
17 ARTICLE 3. MANAGEMENT RIGHTS

18 The County, on its own behalf and on behalf of the electors, and the Sheriff of Iron
19 County, on its own behalf, hereby retains and reserve unto themselves, all rights, powers,
20 authority, duties, and responsibilities conferred upon and vested in them by the laws and the
21 Constitutions of the State of Michigan and the United States, further except as clearly, expressly,
22 and specifically limited by the provisions of this Agreement, the management of the Sheriff's
23 Department and the direction of the working force is vested exclusively in the Sheriff. Among
24 the retained rights of management included only by way of illustration and not by way of
25 limitation are as follows: to determine all matters pertaining to management policy; to adopt,
26 modify, change, or alter its budget; to determine the services to be furnished, and the methods,
27 procedures, means, equipment, and machines required to provide such services; to determine the
28 nature and number of operations and departments to be operated and their locations; to eliminate,
29 combine, or establish new departments; to determine the number of personnel required; to
30 determine the number of hours worked by any employee; to eliminate, establish or combine
31 classifications; to hire personnel; to determine the number of supervisors; to direct and control

1 operations; to maintain safety, order and efficiency; to continue and maintain its operations as in
2 the past, to study and use different methods, processes or machines; to establish job descriptions,
3 work standards and qualifications; to make judgments as to the skill, ability and performance of
4 employees; and in all respects to manage in the traditional manner are vested exclusively in the
5 Sheriff The Sheriff shall also have the right to promote, demote, assign, transfer, suspend,
6 discipline and discharge for just cause, layoff and recall personnel; to establish work rules and to
7 fix and determine reasonable penalties for violation of such rules and other improper employee
8 actions or inactions; and to establish and change work schedules; provided, however, that these
9 rights shall not be exercised in violation of any specific provision of this agreement.

10 Disciplinary Action: Disciplinary action shall be for just cause. Employees shall be
11 advised of the charges against them and provided with an opportunity to discuss these charges
12 prior to the implementation of a decision to discharge or suspend an employee. The Employer
13 may also suspend an employee pending investigation, and such employee shall continue to
14 receive pay for regularly scheduled hours unless the time off becomes a disciplinary suspension
15 or discharge.

16 For the purposes of this article, counseling, retraining, and demotions are not disciplinary
17 action. Nothing in this article is intended to preclude the Sheriff or his designee from verbally
18 discussing isolated instance of minor misconduct with an employee in lieu of administering
19 disciplinary action.

20 The Sheriff or his designee shall promptly serve notice upon an employee and the Iron
21 County Deputy Sheriff's Association President where discipline, suspension or discharge is
22 expected.

23 An employee may be disciplined or discharged for just cause. Discipline shall be
24 progressive where circumstances reasonably permit. Disciplinary action shall be corrective and
25 not punitive. In imposing discipline or discharge the Sheriff will not take into account any prior
26 infractions which occurred more than two (2) years prior to the current incident.

27 Disciplinary steps should be used where reasonable. The following provisions will serve
28 as guidelines where applicable to fit the severity and repeat nature of the offense:

- 29 1. Verbal reprimand reduced to writing.
- 30 2. 1st written warning.
- 31 3. 2nd written warning with or without suspension less than three (3) days.

1 4. 3rd written warning with three (3) or more days suspension without discharge.

2 5. Written report and possible discharge.

3 Major offenses will usually result in discharge without the necessity of prior warning or
4 attempts at corrective action. The following list of actions are examples of major offenses and
5 are not intended to be all inclusive:

6 1. Drinking intoxicants on the job, use of illegal drugs on the job, or arriving on the
7 job under the influence of intoxicants or illegal drugs.

8 2. Three (3) successive days of unexcused absenteeism without reasonable cause.

9 3. Gross insubordination.

10 4. Willful and wanton neglect or dereliction of duty.

11 5. Theft or willful and wanton destruction of county property.

12 6. Serious safety violations.

13 7. Physical violence or intimidation including racial or sexual harassment.

14 8. Falsification of information on job applications, time or leave records or other
15 county records.

16 9. Felony offenses. Upon being charged, the employee may be suspended with or
17 without pay.

18 Discipline Record: An employee that has been disciplined, but whose record has
19 remained clear for a period of two (2) years after the effective date of the disciplinary action,
20 shall have his record reviewed by the Sheriff and the Association. By mutual agreement, the
21 disciplinary action may be expunged from the employee's record. Should agreement not be
22 reached, the Association reserves the right to proceed to the Grievance Procedure.

23
24 ARTICLE 4. AID TO OTHER UNIONS

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

28
29 ARTICLE 5. ASSOCIATION SECURITY

30 Employees covered by this Agreement at the time it becomes effective and who are
31 members of the Association at that time shall be required as a condition of continued

1 employment, to continue membership in the Association or pay a service fee, hereinafter referred
2 to as the representation fee, to the Association in an amount equal to the dues uniformly required
3 for members of the Association, for the duration of this Agreement.

4 Employees covered by this Agreement who are not members of the Association at the
5 time it becomes effective shall be required as a condition of continued employment to become
6 members of the Association or pay a service fee equal to dues and initiation fees required for
7 membership commencing thirtieth (30) day after the effective date of this Agreement, and such
8 condition shall be required for the duration of this Agreement.

9 Employees hired, rehired, reinstated, or transferred into the bargaining unit after the
10 effective date of this Agreement and covered by this Agreement, shall be required as a condition
11 of continued employment to become members of the Association or pay the representation fee
12 for the duration of this Agreement, commencing on the 30th day following the start of their
13 employment in the unit.

14

15

ARTICLE 6. DUES CHECKOFF

16 The Employer agrees to deduct from the wages of any employee, who is a member of the
17 Association, all Association retainer fees/dues uniformly required, if any, as provided in a
18 written authorization in accordance with the standard form used by the employer herein,
19 provided, that the said form shall be executed by the employee. The written authorization for
20 Association dues deduction shall remain in full force and effect during the period of this contract
21 and may be revoked only by written notice given during the period thirty (30) days immediately
22 prior to the expiration of this contract. The termination notice must be given both to the
23 Employer and the Association.

24 Dues/ retainer fees will be authorized, levied and certified in accordance with the
25 Constitution and by-laws of the local Association. Each employee and the Association hereby
26 authorize the Employer to rely upon and to honor certifications by the President of the Local
27 Association, regarding the amounts to be deducted and the legality of the adopting action
28 specifying such amounts of Association dues and/or retainer fees.

29 The Employer agrees to provide this service without charge to the Association. See
30 Exhibit A.

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ARTICLE 7. REPRESENTATION FEE CHECK-OFF

The Employer agrees to deduct from the wages of any employee who is not a member of the Association, the Association representation fee as provided in written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Association.

The amount of such representation fee will be determined as set forth in Article 6 of this Agreement.

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

See Exhibit A.

ARTICLE 8. REMITTANCE OF DUES AND FEES

When Deductions Begin: Check-off deductions under all properly-executed authorizations for same shall commence the 30th day following the start of their employment in the unit and shall be deducted from the first pay period of the month and each month thereafter.

Deductions for any calendar month shall be remitted to such address designated to the President of the Association, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the President of the Association of the names and addresses of employees who through a change in their employment status are no longer subject to deductions and further advise the Association President by submission of the previous month's remittance of dues.

ARTICLE 9. HOLD HARMLESS

The Association shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with Articles 5, 6, 7 and Exhibit A of this Agreement.

1 ARTICLE 10. UNION REPRESENTATION

2 It is mutually recognized that the principle of proportional representation which reflects
3 the increase and decrease in the work force is a sound and sensible basis for determining proper
4 representation.

5
6 ARTICLE 11. ASSOCIATION PRESIDENT AND VICE-PRESIDENT

7 The employees of the Iron County Deputy Sheriff's Association shall be represented by
8 the Association President or Vice-President.

9 The President and/or Vice-President, without loss of time or pay, during the last half hour
10 of employment, or at a mutually agreeable time, shall, with permission of the supervisor,
11 investigate and present grievances to the Employer.

12
13 ARTICLE 12. SPECIAL CONFERENCES

14 Special conferences for important matters will be arranged between the Association
15 President and the Employer or its designated representative upon the request of either party.
16 Such meetings shall be between at least two (2) representatives of the Association, and two (2)
17 representatives of the employer. Arrangements for such special conferences shall be made in
18 advance and an agenda of the matters to be taken up at the meeting shall be presented at the time
19 the conference is requested. Matters taken up in special conferences shall be confined to those
20 included in the agenda, and shall be held at a time and place mutually agreeable to the parties.
21 The members of the Association shall not lose time or pay for time spent in such special
22 conferences. This meeting may be attended by a representative of the Association and/or a
23 representative of the Wisconsin Professional Police Association.

24 The Association representative may meet at a place agreed upon by the Employer and the
25 Association on the Employer's property for at least one-half hour immediately preceding the
26 conference with the representative of the Employer, for which a written request has been made.

27
28 ARTICLE 13. GRIEVANCE PROCEDURE

29 The term grievance shall mean an allegation that a breach, misinterpretation, or improper
30 application of this agreement has occurred. It is the intent of the parties to this agreement that the
31 grievance procedure set forth shall serve as the sole means for the peaceable settlement of all

1 grievances that may arise between the Employer and the Association concerning the application
2 and interpretation of this agreement or conditions of employment, without any interruption or
3 disturbances of any sort whatsoever in the normal operations of the Employer. Employees are
4 required to follow and use this procedure in case they have any grievances which they wish to be
5 considered and settled. Any grievance shall be presented as soon after its occurrence or after its
6 coming to the attention of the aggrieved employee as is reasonably possible without interruption
7 of work, but in any event the grievance, in order to become the basis for a claim must be
8 presented within ten (10) calendar days after the employee knew or should have known if he
9 exercised reasonable diligence and attention of the occurrence or non-occurrence of the event
10 upon which the grievance is based.

11 STEP 1: The grievance shall be presented to the Sheriff or Undersheriff within ten (10)
12 business days after the employee knew or should have known that the cause of the
13 grievance has occurred. Step 1 grievances may be discussed with the employee's
14 immediate supervisor during working hours by the aggrieved employee and
15 Association President, if desired. If the grievance is not resolved at this meeting it
16 may be presented in writing and appealed to Step 2 of the grievance procedure.

17 STEP 2: Grievances not adjusted by the Sheriff or Undersheriff shall be reduced to writing
18 and shall be dated and signed by the employee involved. The written grievance
19 shall, within the employee's first ten (10) business days after answer in Step 1
20 above, be presented by either the employee or Association President, if desired, to
21 the Sheriff or Undersheriff, for written signed disposition. If such presentation is
22 made by the Steward he shall countersign the grievance. A meeting between
23 representatives of the Association, the Sheriff, and the County Board shall be
24 arranged to discuss the grievance immediately following submission of the
25 written grievance. Both the Sheriff and the County Board of Commissioners, or
26 its designated representative, shall furnish a written signed disposition to the
27 employee and Association President within the first ten (10) business days after
28 such written grievance is presented.

29 STEP 3: If the grievance remains unsettled, and the Association wishes to carry it further,
30 the Association President shall refer the matter to the Association. In the event the
31 Association wishes to carry the matter further, it shall, within fifteen (15) business

1 days after answer to Step 2, meet with the Sheriff and the County Board of
2 Commissioners or its designated representatives, for the purpose of attempting to
3 resolve the dispute. If the dispute remains unsettled, and the Association wishes to
4 carry the matter further, the Association shall file within thirty (30) business days
5 a demand for arbitration with the Michigan Employment Relations Commission
6 (MERC). A copy of the Arbitration Request Form will be delivered to the County
7 Clerks Office within ten (10) business days following receipt of the County's
8 written disposition on this Step of the grievance procedure. If the parties fail to
9 agree to an arbitrator, an arbitrator will be selected by the MERC. In the event of
10 disagreement between Sheriff and the County Board of Commissioners or its
11 designated representative, the grievance shall be deemed denied.

12 The decision of the arbitrator shall be final and binding on the parties, and
13 the arbitrator shall be requested to issue his decision within thirty (30) business
14 days after the conclusion of testimony and argument.

15 Expenses for the arbitrator's services and the proceedings shall be borne
16 equally by the Employer and the Association. However, each party shall be
17 responsible for compensating its own representatives and witnesses. If either party
18 desires a verbatim record of the proceedings, it may cause such a record to be
19 made, providing it pay for the record and make copies available without charge to
20 the other party and to the arbitrator.

21 If the time procedure is not followed by the Sheriff or his designated
22 representative, the grievance shall automatically advance to the next step.

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

25 Discharge Grievances: All grievances concerning discharge shall be initiated at Step 2 of
26 the grievance procedure. A written grievance signed by the discharged employee shall be filed
27 with ten (10) business days of the employee's discharge in order to invoke the grievance
28 procedure in such situations.

29 Veteran's Preference Claims: It is the intent of the parties to this Agreement that its terms
30 and provisions shall be applicable to all employees included within the bargaining unit covered
31 by the Agreement. Accordingly, the parties hereby agree that, any employee who may come

1 within the provisions of any legislative enactment entitling a military veteran may challenge the
2 Employer's determination regarding the veteran's employment status will be required to, no later
3 than Step 3 of the grievance procedure elect in writing either the grievance procedure or his
4 statutory remedy as his single means of challenging the Employer's determination. If the
5 employee elects to pursue his statutory remedy or fails to make an election, any grievance
6 concerning the Employer's employment determination shall be considered withdrawn by the
7 Association and, further, shall not thereafter be a subject of any arbitration proceeding.

8
9 ARTICLE 14. COMPUTATION OF BACK WAGES

10 No claim for back wages shall exceed the amount of wages the employee would
11 otherwise have earned at his regular rate, unless overtime was involved.

12
13 ARTICLE 15. SENIORITY

14 Probationary Employees

15 New employees hired in the unit shall be considered as probationary employees for six
16 (6) months beginning on their date of hire. At the Sheriff's discretion the probationary period
17 may be extended for up to six additional months. When an employee finishes the probationary
18 period he shall be entered on the seniority list of the unit and shall rank for seniority from the
19 original date of hire.

20 Employees who have not completed their probationary period may be disciplined, laid
21 off, recalled, terminated or discharged at the employer's discretion without regard to the
22 provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures
23 of this Agreement.

24 The Association shall represent probationary employees for the purpose of collective
25 bargaining in respect to rates of pay, wages, hours of employment and other conditions of
26 employment as set forth in Article 1 of this Agreement.

27 Seniority shall be on a unit basis, in accordance with the employee's last date of hire.

28
29 ARTICLE 16. SENIORITY LISTS

30 Seniority shall not be affected by the race, sex, marital status, or dependents of the
31 employee.

1 The seniority list on the date of this Agreement will show the names and job titles of all
2 employees of the unit entitled to seniority.

3 An up-to-date seniority list is to be posted in January of each year.
4

5 ARTICLE 17. LOSS OF SENIORITY

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

- 7 (a) He quits or retires.
 - 8 (b) He is discharged and the discharge is not reversed through the procedure set forth
9 in this Agreement.
 - 10 (c) He is absent for three (3) consecutive working days without notifying the
11 Employer.
 - 12 (d) If he does not return to work when recalled from layoff as set forth in the Recall
13 Procedure, In proper cases, exceptions shall be made.
 - 14 (e) Return from sick leave and leaves of absence will be treated the same as (c)
15 above.
 - 16 (f) If he is laid off for more than eighteen (18) months.
 - 17 (g) He is convicted of a felony.
- 18

19 ARTICLE 18. SHIFT PREFERENCE

20 Shift preference will be granted on the basis of seniority within the unit, and bid bi-
21 annually with the understanding that the Sheriff reserves the right to deny a shift bid request
22 based on the needs of the Department. Such denial will not be subject to the Grievance and
23 Arbitration provisions of this Agreement.
24

25 ARTICLE 19. SENIORITY OF ASSOCIATION OFFICERS

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

1 ARTICLE 20. SUPPLEMENTAL AGREEMENTS

2 All proposed supplemental agreements shall be subject to good faith negotiations
3 between the Employer and the Association. They shall be approved or rejected within a period of
4 ten (10) days following the conclusion of negotiations.
5

6 ARTICLE 21. LAYOFF DEFINED

7 The word "layoff" means a reduction in the working force.

8 If it becomes necessary for layoff the following procedure will be mandatory. Temporary,
9 part-time and probationary employees will be laid off, in that order on a unit basis. Employees
10 will be laid off according to seniority as defined in Article 15(c) and 21. In proper cases,
11 exceptions may be made. Disposition of these cases will be a proper matter for special
12 conference and if not resolved, it shall then be subject to the final step of the grievance appeal
13 board.

14 Employees to be laid off for an indefinite period of time will have at least seven (7)
15 calendar days notice of layoff. Such notice shall be in writing.
16

17 ARTICLE 22. RECALL PROCEDURE

18 When the working force is increased after a layoff, employees will be recalled according
19 to the seniority, as defined in Article 15(c) and 21. Notice of recall shall be sent to the employee
20 at his last-known address by registered mail or certified mail. If an employee fails to report for
21 work within ten (10) calendar days from the date of mailing of notice of recall, he shall be
22 considered a quit.

23 If an employee cannot report because of illness or injury, he shall notify his department
24 head as soon as possible and the above ten (10) calendar days shall be waived.
25

26 ARTICLE 23. JOB TRANSFERS/PROMOTIONS

27 Permanent Vacancies: When a permanent job or vacancy occurs in a bargaining unit
28 position, notice of the job or vacancy shall be posted on the bulletin board for five (5) working
29 days. 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

1 Employer by the deadline established in the posting. For purposes of this section, a permanent
2 vacancy is a position anticipated to be in existence for six months or more.

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

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

19
20 ARTICLE 24. VETERANS LAW

21 The County of Iron and the Iron County sheriff shall abide by the provisions of federal
22 and state law with respect to the re-employment rights of an employee who enters into the active
23 service of the Armed Forces of the United States or the National Guard and to grant leaves of
24 absence in accordance therewith.

25
26 ARTICLE 25. MILITARY TRAINING - EMERGENCY DUTY LEAVE

27 Employees required to perform active duty in any reserve component of the Armed
28 forces of the United States or the National Guard shall be granted a leave of absence without pay
29 or benefits for the period of such training or emergency duty upon request and the presentation of
30 proper documentation from the employee's commanding officer. In instances where an employee
31 is required to perform emergency duty, the Employer will pay the difference between the

1 employee's regular scheduled hours and the amount the employee receives from the military
2 service and continue payment of health insurance benefits for a period of up to thirty (30)
3 consecutive days. The provisions of this section do not apply to an employee's initial period of
4 active duty training.

5
6 ARTICLE 26. LEAVES OF ABSENCE

7 Purposes of leaves: It is understood by the parties that leaves of absence are to be used
8 for the purpose intended, and employees shall make their intent known when applying for such
9 leaves. An employee's seniority and employment relationship with the employer may terminate if
10 an employee falsifies the reason for a leave of absence. All leaves of absence shall be without
11 pay or benefits unless specifically provided to the contrary by the provisions of the Leave
12 Section involved.

13
14 ARTICLE 27. LEAVE FOR UNION BUSINESS

15 Members of the Association elected to Local Association positions or selected by the
16 Associations Union to do work which takes them from their employment with the Employer
17 shall, at the written request of the Union, receive temporary leaves of absence for periods not to
18 exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall
19 be re-employed at work with, an accumulated seniority.

20 Members of the Association elected to attend a function of the Associations Union, such
21 as conventions or educational conferences, shall be allowed time off.

22
23 ARTICLE 28. SICK LEAVE

24 All members covered by this Agreement shall accumulate eight (8) hours sick leave per
25 month or ninety-six (96) hours per year, with a total maximum of nine hundred sixty (960) hours
26 accumulation for employees hired prior to the effective date of this Agreement. For employees
27 hired after the effective date of this Agreement the total maximum accumulation will be seven
28 hundred twenty (720) hours. One-half of all unused sick leave days will be paid upon severance
29 of employment with the Employer and upon death of an employee one-half of the unused sick
30 leave will be paid at the prevailing rate to the employee's beneficiary. The County
31 Administrator's Office shall issue to each employee a statement of his accumulated sick leave

1 through December 31 of each year in the first week of January of the following year. An
2 employee while on sick leave will be deemed to be on continued employment for the purpose of
3 computing all benefits referred to in this Agreement and will be construed as days worked
4 specifically. For those employees who have previously accumulated nine hundred sixty (960)
5 hours, there shall be no deductions there from unless more than ninety-six (96) hours are taken in
6 a calendar year.

7 An employee desiring to be absent from work for good cause shall notify the Sheriff or
8 designee of such desire, and the reason therefore before the end of the previous day, if possible,
9 and in any event, not more than one (1) hour after the beginning of the next work day, except in
10 cases of an emergency beyond his control and in such cases, as soon as possible. Absence shall
11 be excused by the Sheriff, but the Sheriff may require proof of good cause for such absence,
12 either by a doctor's certificate or in some other adequate manner, in cases of more than three (3)
13 consecutive days or if a documented pattern of alleged abuse is shown. After an absence of five
14 or more consecutive working days, an employee may be required to furnish a physician's
15 certificate as to his fitness to return to work.

16 Sick leave may not be used to cover the absence of any employee for any other reason
17 than those involving his or her own sickness, or the sickness of his spouse, children, and
18 dependent members of the employee's immediate household.

19

20 ARTICLE 29. DISABILITY LEAVE

21 A disability leave of absence will be granted to employees who are unable to work
22 because of non-work related injury, illness, pregnancy or other disability, subject to the right of
23 the employer to require a physician's certificate establishing to the satisfaction of the Employer
24 that the employee is incapacitated from the safe performance of work due to illness, injury or
25 other disability. A disability leave shall be with pay and benefits until such time as the employee
26 has exhausted all accrued sick leave benefits and thereafter shall be without pay or benefits. This
27 disability leave will continue for the period of the employee's disability; provided however, that
28 an employee may not be on disability leave for a period of more than twelve (12) consecutive
29 months. The Employer may request at any time, as a condition of continuance of a disability
30 leave of absence, proof of continuing disability. In situations where the employee's medical
31 condition raises a question as the employee's capacity to perform the job, the employer may

1 require medical examination by a physician chosen by the Employer at the Employer's expense
2 and, if appropriate, require the employee to take a leave of absence under this section.
3 Employees are required to notify the Employer of any condition which will require a leave of
4 absence under this section together with the anticipated date for commencement of such leave.
5 This notice shall be given to the employer by the employee as soon as the employee is first aware
6 of the condition. Employees who are anticipating a leave of absence under this section may be
7 required to present a physician's certificate recommending that the employee continue at work
8 and in all cases the employee's attendance and job responsibilities must be satisfactorily
9 maintained. All employees returning to work from a disability leave of absence must present a
10 physician's certificate satisfactory to the Employer indicating the employee is medically able to
11 return to work. An employee whose leave ends prior to their being able to return to work will be
12 considered on layoff with right to return in accordance with Article 22, Recall Procedure.
13

14 ARTICLE 30. WORKERS COMPENSATION LEAVE

15 Upon written application, a leave of absence without pay for a period of not more than
16 twenty-four (24) months will be granted to employees who are unable to continue to work for the
17 Employer because of a work related injury or disease for which the employee is entitled to
18 receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving
19 voluntary Worker's Compensation payments from the employer, subject to the employer's right
20 to require medical proof. Extension of the leave may be granted by the Employer upon the
21 written request of the employee for a period of up to six (6) months if the employer's medical
22 advisors indicate that the employee will be unable to return to work within the period of the
23 extension. The employer may require at any time, as a condition of continuance of a of a
24 Worker's Compensation leave of absence, proof of continuing inability to perform work for the
25 Employer. In the event that the Employer, in conjunction with its medical advisors, determines
26 that the employee is capable of returning to work, the employee's leave of absence shall
27 immediately end. An employee whose leave ends prior to being able to return to work will be
28 considered to be on layoff with the right to return in accordance with Article 22, Recall
29 Procedure.

1 ARTICLE 31. FUNERAL LEAVE

2 An employee shall be allowed twenty four (24) hours as funeral leave not be deducted
3 from sick leave, for a death in the immediate family. For the purpose of this Section, immediate
4 family shall be defined as: mother, father, brother, sister, spouse, son or daughter, mother-in-law,
5 father-in-law, grandparents, step-parents, and grandchildren. (Spouses family shall be same as
6 above.) Any employee selected to be a pall bearer for a deceased employee will be allowed one
7 funeral leave day (8 hours) with pay, not to be deducted from sick leave. The Association
8 President or his representative shall be allowed one funeral leave day (8 hours) in the event of a
9 death of a member of the Association who is a member of the local for the exclusive purpose of
10 attending the funeral.

11 An additional sixteen (16) hours may be granted for funeral involving immediate
12 household family members at the discretion of the Sheriff. Such leave will be deducted from the
13 employee's earned sick leave.
14

15 ARTICLE 32. PERSONAL LEAVE

16 Up to twenty four (24) hours per year will be granted to each full time, employee (except
17 new hires), which may be used for personal leave. These hours are non-accumulative and not
18 deducted from employee's sick leave accumulation. New full time hires will be awarded a
19 prorated portion of the twenty (24) hours they would have earned had they worked for the full
20 calendar year in which they were hired, based on the number of hours they are expected to work
21 prior to December 31 of the calendar year in which they are hired, being divided by the number
22 of hours they would have worked, if they had worked a full calendar year in which they were
23 hired (usually 2,080).
24

25 ARTICLE 33. UNPAID PERSONAL LEAVE OF ABSENCE

26 The Employer may in it's discretion grant an employee a personal leave of absence
27 without pay or benefits for a period not to exceed thirty (30) days. Requests for a personal leave
28 of absence shall be in writing, signed by the employee, and given to the Employer. Such requests
29 shall state the reason for the leave. An extension of personal leave of absence may be granted by
30 the Employer in its discretion, provided the extension is requested in writing prior to the
31 termination of the original leave period. No personal leave of absence may be granted for a

1 period in excess of one (1) year. No request for a leave of absence shall be considered approved
2 unless such approval is in writing signed by the Employer.

3 ARTICLE 34. RETURN TO WORK AFTER LEAVE OF ABSENCE

4 Employees returning from Employer approved leaves of absence will be reinstated to
5 their former job classification. The provisions of the foregoing notwithstanding, the Employer
6 Reserves the right not to reinstate to their former job classification any employee who no longer
7 has the necessary qualifications, skill and ability to perform the work.

8 9 ARTICLE 35. WORKING HOURS

10 Work Period: The work period shall be a period of fourteen (14) consecutive days. The
11 normal tours of duty for full-time employees shall consist of (80) hours of work in a work period.

12 Shift Premium: Employees who work on the afternoon or midnight shift shall receive in
13 addition to their regular pay for the pay period, ten cents (\$.10) per hour and fifteen cents (\$.15)
14 per hour respectively.

15 The day shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m.
16 The afternoon shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m.
17 The midnight shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A
18 shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

19 All employees are expected to be in proper attire and prepared to commence work at the
20 proper station at their scheduled starting time.

21 Overtime: Employees shall be guaranteed a minimum of an eight (8) hour shift or more,
22 as scheduled. Any hours worked other than the scheduled shift will be at the rate of time and
23 one-half

24 Time and one-half, in additional to holiday pay shall be paid for all hours worked on
25 holidays. (See Article 37 Holiday Provisions).

26 An employee reporting for call back time or court time duty shall be guaranteed at least
27 four (4) hours pay and shall be paid time and one-half for all of such hours actually worked.

28 Overtime other than an emergency nature must be authorized by the Sheriff or his
29 designee. The Sheriff will endeavor to distribute overtime work equally among employees in
30 each job classification first, based upon overtime hours worked during the calendar year, but

1 reserves the right to assign overtime without regard to overtime hours previously worked in
2 instances of an emergency. The Sheriff shall post on a quarterly basis a listing of the overtime
3 hours worked and refused by each employee during that calendar year. This list shall not include
4 court time or extended shift time, which for purposes of overtime equalization shall not be
5 considered.

6 All paid leave time and overtime shall be paid a rate for the shift that would have been or
7 was worked.

8 Compensatory Time: Employees shall have an option to take compensatory time in lieu
9 of wages. Compensatory time shall be at the rate of time and one-half. Employees shall be
10 required to give a twenty-four (24) hour notice. Maximum awarded shall be forty (40) hours per
11 year. Compensatory time must be taken considering the efficient operation of the Department.
12 Compensatory time cannot be carried over to the next year and will be paid by December 31 of
13 each year.

14 Work Schedule: The work schedule and the starting and quitting times for any and all
15 shifts shall be established by the Sheriff. Work schedules, including additional shifts on holidays
16 or special events, shall be posted at least fourteen (14) days in advance; provided, however, that
17 the sheriff reserves the right to change the work schedule where circumstances require that it be
18 changed. In the event that the posted work schedule is required to be changed, the Sheriff will
19 endeavor to give at least twenty-four (24) hours advance notice of such changes.

20 Trading Shifts: Employees may trade shifts only with the prior approval of the Sheriff or
21 his designee; provided, however, that no overtime shall result in any way to the individuals
22 involved in such voluntary changes.

23 Double Back: Employees shall normally have eight (8) hours off between shifts, except
24 in cases of an emergency nature, as determined by the Sheriff.

25

26 ARTICLE 36. HOLIDAY PROVISIONS

27 Recognized Holidays: The paid holidays are designated as New Year's Day,
28 Washington's Birthday (February 22), Good Friday, Memorial Day (last Monday in May), Easter
29 Sunday, Fourth of July, Labor Day (first Monday in September), Veteran's Day (November 11),
30 Thanksgiving Day, the Day After Thanksgiving, the Day Before Christmas, Christmas Day, and

1 New Year's Eve. It is understood that employees will be required to work on holidays in
2 accordance with the normal scheduling procedures.

3 Holiday Pay: Eligible employees shall receive eight (8) hours pay at their straight time
4 regular rate for each recognized holiday. Eligible employees required to work on a recognized
5 holiday shall receive time and one-half pay for all hours actually worked on a recognized holiday
6 in addition to the eight (8) hours holiday pay.

7 Holiday Eligibility: An employee's eligibility for holiday pay is subject to the following
8 conditions and qualifications:

- 9 1. The employee must work his scheduled hours on his last scheduled day before the
10 holiday and his scheduled hours on his first day after the holiday unless otherwise
11 excused.
- 12 2. Before and his scheduled hours on his first scheduled day after the holiday unless
13 otherwise excused.
- 14 3. The employee must be on the active payroll as of the date of the holiday. For the
15 purposes of this subsection, a person is not on the active payroll of the Employer
16 during unpaid leaves of absence including Worker's Compensation leave, while
17 on layoff or on a disciplinary suspension.

18 An employee who is scheduled to work on a holiday but fails to report to work, unless
19 otherwise excused, shall not be eligible for holiday pay.

20

21 ARTICLE 37. VACATIONS

22 Paid Vacations: All full time employees hired prior to the effective date of this agreement
23 shall be granted vacation leave with pay and benefits based upon their length of continuous
24 service with the Employer in accordance with the following:

25

26 Employees Employed Prior to the Effective Date of this Agreement

<u>Years of Continuous Service</u>	<u>Hours Pay</u>
27 At least 6 months but less that 1 year	40
28 At least 1 year but less than 2 years	40
29 At least 2 years but less than 5 years	80 :
30 At least 5 years but less than 10 years	120 .

31

1 At least 10 years but less than 15 years160 -
 2 At least 15 years but less than 16 years168
 3 At least 16 years but less than 17 years176
 4 At least 17 years but less than 18 years184
 5 At least 18 years but less than 19 years192
 6 At least 19 years.....200

7
 8 Full-time employees hired on or after the effective date of this Agreement shall receive
 9 Vacation according to the following schedule:

After Full Year(s) of service	Days of Vacation Each Year
1	5
2.....	10
3.....	10
4.....	10
5.....	15
15 plus.....	16 - 20

19
 20 After fifteen years of service, the employee shall receive eight (8) hours of vacation per
 21 year of service up to and including a maximum of two hundred (200) hours of vacation for
 22 employees hired prior to the effective date of this Agreement and up to and including a
 23 maximum of one hundred sixty (160) hours for employees hired on or after the effective date of
 24 this Agreement. Vacation leave accrues on a yearly basis and is credited to eligible employees
 25 each year on their anniversary date, based upon their years of continuous service with the
 26 employer as of their anniversary date. Probationary employees shall be granted (40) hours of
 27 vacation time after completion of six (6) months probationary service.

28 Highly Qualified New Hires: The Association agrees that the Employer is to be provided
 29 discretion in awarding Vacation time to highly qualified new hires.

30 Vacation Eligibility: In order to be eligible for full crediting of vacation leave on their
 31 anniversary date, an employee must have worked a total of at least 2,080 hours during the

1 immediately preceding twelve (12) month period. Employees who fail to work the required
2 number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours
3 actually worked to 2080 rounded off to the nearest half day. For purposes of this section, hours
4 worked shall include paid leaves of absence, paid sick leave, hours of paid vacation, and hours
5 lost from their regularly scheduled hours due to a worker's compensation leave for up to three (3)
6 months, and all hours actually worked.

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

11 12 ARTICLE 38. VACATION PERIOD

13 Vacations will be granted during each year in accordance with Article 38. An employee
14 wishing to schedule a vacation should request same in writing at least thirty (30) days in
15 advance; the Sheriff shall respond within five (5), working days. Conflicting requests are to be
16 resolved on the basis of seniority. In approving vacations the Sheriff shall consider the
17 employee's request and the operational needs of the Department.

18 The time and duration of all vacations will be subject to the Sheriff's approval.

19 When a holiday is observed by the Employer during which a vacation is scheduled, the
20 employee will be entitled to vacation pay for said holiday.

21 A vacation may not be waived by an employee and extra pay received for work during
22 that period, unless mutually agreed upon by the Employer and employee.

23 If an employee becomes ill and is under the care of a duly licensed physician during his
24 vacation, his vacation will be re-scheduled. In the event his incapacity continued through the
25 year, he will be awarded payments in lieu of vacation.

26 After completing one (1) year of service, an employee may carry over up to five (5) days
27 of vacation.

28 29 ARTICLE 39. PAY ADVANCE

30 If a regular pay day falls during an employee's vacation, he or she will receive his or her
31 check in advance before going on vacation. Such checks, however, must be requested a

1 minimum of two weeks in advance. Should an employee change his or her vacation, he or she
2 must notify the County Clerk's office at least two weeks prior to leaving, if he or she still desires
3 an advance payment.

4 Rate During Vacation: Employee will be paid their current rate based on their regular
5 scheduled day while on vacation and will receive credit for any benefits provided for in this
6 Agreement.

7 Benefits on Termination: Employees whose employment relationship with the Employer
8 ends for any reason may receive pay for accrued vacation leave in any of the following
9 circumstances:

- 10 If an employee retires in accordance with the retirement plan currently in effect.
- 11 If an employee resigns from employment.
- 12 If an employee is laid off and request payment of vacation pay; provided, however, that
- 13 such vacation pay shall be designated to the period of layoff.

14 In the event of the death of an employee, accrued vacation pay shall be paid to the
15 employee's beneficiary or spouse, in the event that there is no spouse or beneficiary, to the
16 employee's estate.

17
18 ARTICLE 40. SUPPLEMENTAL AGREEMENTS

19 All proposed supplemental agreements shall be subject to good faith negotiations
20 between the employer and the Association. They shall be approved or rejected within a period of
21 ten (10) days following the conclusion of negotiations.

22
23 ARTICLE 41. ASSOCIATION BULLETIN BOARDS

24 The Employer will provide a space for a bulletin board which may be used by the
25 Association for posting notices of the following types:

- 26 1. Notice of recreational and social events.
- 27 2. Notices of elections.
- 28 3. Notices of results of elections.
- 29 4. Notices al meetings.

30 A copy of notices will be forwarded to the Employer.

31

1 ARTICLE 42. RATES FOR NEW JOBS

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

6
7 ARTICLE 43. TEMPORARY ASSIGNMENTS

8 Temporary assignments for the purpose of filling vacancies of employees who are on
9 vacation, absent because of illness, etc., will be granted to the senior employee who meets the
10 requirements for such job. Such employees will receive the rate of pay of the higher
11 classification for all hours worked while filling such vacancy.

12
13 ARTICLE 44. JURY DUTY

14 An employee who serves on jury duty will be paid the difference between his pay for jury
15 duty and his regular pay.

16
17 ARTICLE 45. HOSPITALIZATION, DENTAL AND VISION INSURANCE

18 Employer Cap: The Employer has agreed to currently pay the following revised premium
19 caps for insurance for full time employees:

20	Single	\$659.37	per month
21	Two Person	\$1,368.22	per month
22	Family	\$1,602.90	per month

23 Employee Premium Co-Pay: The employee pays 50% of the actual premium above the
24 cap which is paid for through payroll deductions as follows: None currently charged.

25	Single	\$0.00 per month
26	Two Person	\$00.00 per month
27	Family	\$00.00 per month

28 July 1, 2010 Adjustment: Commencing July 1, 2010, the above capped first year base
29 will be increased by ten percent (10%) and up to this amount will be paid for the actual premium
30 to the insurance carrier. If the actual premium is above the base, plus the ten percent (10%)
31 increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional

1 premium will be paid by the employee and 50% of the additional premium will be paid by the
2 Employer.

3 July 1, 2011 Adjustment: Commencing July 1, 2011, the above capped second year base
4 will be increased by ten percent (10%) and up to this amount will be paid for the actual premium
5 to the insurance carrier. If the actual premium is above the base, plus the ten percent (10%)
6 increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional
7 premium will be paid by the employee and 50% will be paid by the Employer.

8 July 1 2012 Adjustment: Commencing July 1, 2012, the above capped second year base
9 will be increased by ten percent (10%) and up to this amount will be paid for the actual premium
10 to the insurance carrier. If the actual premium is above the base, plus the ten percent (10%)
11 increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional
12 premium will be paid by the employee and 50% will be paid by the Employer.

13 Health Insurance Alternatives: In the event premiums exceed the capped amounts the
14 parties agree to reopen to discuss health insurance alternatives immediately.

15 Payroll Deduction and Flexible Benefit Plan: The employee's share of the monthly
16 premium will be withdrawn through payroll deduction. The Employer will put in place a Section
17 125 plan to allow employees to use pre-tax dollars for health care premiums and services.

18 Health Reimbursement Account: In addition to the above referenced coverage, effective
19 1/1/04 the Employer agrees to deposit monthly into a Section 105 Health Reimbursement
20 Account (HRA) per employee choosing the above insurance, the following:

21	Single	\$61.77
22	Two Person	\$100.48
23	Family	\$124.36

24 Insurance Opt Out: Employee who are covered under another health plan may, in lieu of
25 health insurance, receive one hundred forty dollars, (\$140.00) per month towards the purchase of
26 non-taxable fixed and/or variable option programs selected by the employee. Employees may,
27 through payroll deduction, elect to contribute additional amounts to such a program.

28 If during the life of this Agreement a total of two (2) employees opt-out the in-lieu of
29 payment shall be \$250.00 per month. If a total of three (3) employees opt-out the payment shall
30 be \$350 per month. If a total of four (4) or more employees opt-out the payment shall be \$450

1 per month. The amount will change commencing the month after the employee opts in or out
2 pursuant to the rules of the County and insurance carrier.

3 Insurance Plan: The current group insurance plan for participating employees and their
4 eligible dependents is: Blue Cross Blue Shield Plan 11; \$30 OV, \$500 PCM, \$10/40 RX MOPD
5 2X, Dental Trad +Plan 2, VSP 24/24/24. The Employer reserves the right to select another
6 carrier or become self insured, either partially or totally, provided the benefits remain
7 comparable to those provided above. Thirty (30) days prior to any such change, the County will
8 notify the Union and employees of the proposed change and will meet to discuss the change upon
9 request.

10 Obligation to Continue Payments: In the event that an employee eligible for insurance
11 coverage under this Agreement is discharged, quits, retires, or commences an unpaid leave of
12 absence, the employer shall have no obligation or liability whatsoever for making any insurance
13 premium payment for any such employee or their lawful dependents beyond the month in which
14 the discharge, quit, retirement, resignation, or unpaid leave of absence commences. Employees
15 on Employer approved leaves of absence may continue insurance benefits on a month by month
16 basis by paying to the Employer, in advance, the amount of the next month's premium for that
17 employee and/or their lawful dependents.

18 Employees who are laid off shall receive their existing insurance coverage for three
19 months beginning with the first month in which they were laid off. The employer shall resume
20 payments of insurance premiums for eligible employees who return to work from layoff or
21 unpaid leaves of absence as of the first day of the premium month following the date of the
22 employees return to work. The provisions of this section notwithstanding, the Employer shall
23 continue insurance premium payments for individuals on Worker's Compensation leaves of
24 absence for a period of up to twelve (12) months.

25 26 ARTICLE 46. WORKER'S COMPENSATION

27 Each employee will be covered by applicable Worker's Compensation Laws. Employees
28 shall be entitled to their job when returning to work from Worker's Compensation or to a job
29 which their seniority entitles them.

1 ARTICLE 47. LIFE INSURANCE

2 The Employer agrees to pay the full premium of term life insurance plan for each
3 employee in the face value of \$15,000 while employed.
4

5 ARTICLE 48. UNIFORM ALLOWANCE

6 All employees will be credited their \$600.00-uniform allowance effective on the first day
7 of each fiscal year, with each employee receiving said amount in two installments. The first
8 payment of three hundred dollars (\$300) to be paid directly to the employee on the first day of
9 February each year, and if there is any outstanding balance owed by an employee to the county
10 from the preceding year it shall be deducted prior to payment.

11 The second payment being made of three hundred dollars (\$300) on the first day of
12 August each year. In the event an employee severs employment, he/she shall reimburse the
13 County any amount of uniform allowance that was paid for those months remaining in the
14 installment, period. Each month equates to fifty dollars (\$50) of uniform allowance. In addition
15 the Employer shall provide up to but not exceeding one hundred forty (\$140) toward the
16 purchase of original uniforms upon an employee's successful completion of six months of the
17 aforementioned probationary period.

18 The Employer agrees further that the clothing allowance may be used for cleaning
19 purposes.
20

21 ARTICLE 49. EQUALIZATION OF OVERTIME HOURS

22 Overtime hours shall be divided as equally as possible among employees in the same
23 classification. An up-to-date list showing overtime hours will be posted weekly in a prominent
24 place.

25 When overtime is required, the person with least number of overtime hours in that
26 classification will be called first and so on down the list in an attempt to equalize overtime hours.
27 For the purpose of this clause, time not worked because the employee did not choose to work,
28 will be charged the average number of overtime hours of the employees working during that call
29 out period (2 hours minimum).

30 Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90)
31 days from the effective date of this Agreement to work out a solution.

1 Overtime hours will be computed from January 1 through December 31 each year.
2 Excess overtime hours will be carried over each year and are subject to review at the end of each
3 period.

4 Persons scheduled to work who choose not to do so must notify the Sheriff at least two
5 (2) hours in advance of his or her scheduled shift. Persons failing to do so will lose their
6 overtime notification rights for a period of fourteen (14) days and be credited the hours he or she
7 would have worked for that fourteen (14) day period had he retained his or her overtime
8 notification rights in the first place, so as not to give the person involved any advantage over his
9 or her fellow employees when being scheduled for additional overtime after his or her fourteen
10 (14) day period of the loss of those rights expires.

11
12 ARTICLE 50. PAY PERIOD

13 The pay period shall be bi-weekly.
14

15 ARTICLE 51. PHYSICAL EXAMINATIONS

16 If an employee is absent from work for prolonged illness or disability, he shall furnish to
17 the County a doctor's certificate showing that he is physically fit to resume his usual occupation.
18 The County shall pay the costs not covered by the individual employee's health insurance plan
19 for all employees required to have a physical exam in accordance with required State and Federal
20 Laws.

21 The County reserves the right to test both new applicants and present employees for
22 illegal drug use as it deems necessary and appropriate, as allowed by state and federal laws.

23 ARTICLE 52. PENSION PROGRAM

24 The Employer agrees to continue the pension program for the employees hired prior to
25 January 1, 2004, i.e., MERS Plan B-3 with a V-6 vestment period and F55/15 rider. Employer
26 shall pay the full contribution to the pension program.

27 To the account of each regular full time employee hired after January 1, 2004, the
28 Employer agrees to fund six percent (6%) of the gross employee earnings per pay period into a
29 Section 401(a) defined contribution individual retirement account (currently VALC defined
30 contribution plan). To encourage employees to participate, the Employer agrees to match

1 individual pre-tax contributions into a Section 457 Deferred Contribution Program 50%/50% up
2 to an additional six (6%) percent total (three percent employee/three percent Employer) for a
3 total of twelve (12%) percent (9% percent Employer and 3% employee). The employee will have
4 the option of providing additional unmatched pre-tax contributions to his/her individual Section
5 457 retirement account as authorized by the plan. A vesting schedule will be attached giving
6 employees 20% vesting per year and at the end of the 5th year employees will be 100% vested on
7 the Employers portion. Employees are always 100% vested on their portion.

8 The Employer agrees to pay the full contribution to the MERS pension program for any
9 employee hired after January 1, 2004 who has prior vested service with MERS. The new
10 employee may choose to participate in the above 401(a) and Section 457 plan, however, may not
11 participate in both programs.

12
13 ARTICLE 53. LONGEVITY

14 Effective January 1, 1994 the following longevity program became effective:

- 15 5 through 10 years of service\$60 per year
- 16 11 years of service and each year thereafter\$120 per year

17 If hired after January 1, 1995 longevity shall be as follows:

- 18 5 through 10 years of service\$30 per year
- 19 11 years of service and each year thereafter\$60 per year

20 Longevity bonus shall be paid on the first pay period of December, and any employee
21 reaching that step prior to December first shall receive the pay of his step as of December first
22 that year. Upon termination or severance, all longevity bonus pay shall be computed on a pro rata
23 basis in accordance with the established procedure and paid during the first payroll cycle
24 following the first Board meeting following the written request for release of benefits by the
25 former employee.

26
27 ARTICLE 54. BULLET PROOF VESTS

28 Employees are required to wear their bullet proof vests at the discretion of the Sheriff.
29 Vests will be inspected once a year, and replaced and/or repaired as determined by the Sheriff
30 and the Law Enforcement Committee.

1 ARTICLE 55. CLASSIFICATIONS AND WAGE RATES

2 Wages: Appendix A attached hereto and made a part hereof contains the annual salaries
3 to be paid to employees in classifications covered by this Agreement. An employee's regular
4 hourly rate of pay shall be determined by dividing the annual salary

5 By 2080 hours, rounded to the nearest whole cent. Employees shall begin at the "start"
6 rate and shall progress from step to step in the wage classification upon completion of the
7 specified time in that classification.

8 Overtime Premium Pay: Time and one half (1½) the employees straight time regular rate
9 of pay shall be paid for all hours worked in excess of an employees regular schedule (8, 10, or 12
10 hours) or eighty (80) hours within a two week period. For purposes of this section, hours worked
11 shall include time on paid leaves of absence, hours of paid vacation and all hours actually
12 worked.

13 Call-In Pay: Employees called in to work at a time other than their regularly scheduled
14 shift shall be guaranteed at least four (4) hours pay and shall be paid at a rate of time and one
15 half for all hours actually worked. The hourly pay guarantee of this section does not apply in
16 instances where the employee is required to report early for their regularly scheduled shift or to
17 perform duties past the scheduled termination of their regularly scheduled shift. During the hours
18 that the Department does provide police coverage, the individual to be assigned a call-in will
19 normally be the employee or employees who most recently went off duty until two (2) hours
20 before the start of the next shift; when it will change to the employee or employees who will next
21 be reporting for duty; provided, however, that the Employer reserves the right to assign the call-
22 in to another individual if that individual can more promptly handle the complaint.

23 Court Attendance: Employees required to go to court regarding matters arising out of law
24 enforcement duties during hours other than regularly scheduled work hours shall be guaranteed
25 at least four (4) hours pay and shall be paid time and one half for all time actually spent. The
26 employee must turn in all witness fees in order to receive court time pay.

27 Pyramiding: There shall be no pyramiding or duplication of overtime premium hours or
28 pay or call-in guarantee hours of pay.

1 ARTICLE 56. SEVERABILITY

2 If any section of the Agreement or any addendum thereto should be held invalid by
3 operation of law or by any tribunal of competent jurisdiction, or if compliance with or
4 enforcement of any section should be ruled invalid by such tribunal, the remainder of the
5 Agreement and addendum's shall not be affected thereby, and the parties shall enter into
6 immediate collective bargaining negotiations for the purpose of arriving at a mutually
7 satisfactory replacement for such Section.
8

9 ARTICLE 57. TERMINATION AND MODIFICATION

10 This Agreement shall continue in full force and effect retroactively from the date it is
11 executed by the parties below to December 31, 2012. All wages shall be retroactive to January 1,
12 2010.

13 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the
14 termination date, give written notice of termination. If neither party shall give notice of
15 amendment, it shall continue in effect from year to year thereafter, subject to notice of
16 termination by either party on sixty (60) days written notice prior to the current year's
17 termination date.

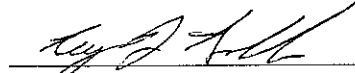
18 If either party desires to modify or change this Agreement, it shall sixty (60) days prior to
19 the termination date or any subsequent termination date, give written notice of amendment, in
20 such event the notice of amendment shall set forth the nature of the amendment or amendments
21 desire. If notice of amendment of this Agreement has been given in accordance with the
22 paragraph, this Agreement may be terminated by either party on ten (10) days written notice of
23 termination. Any amendments that may be agreed upon shall become and be a part of this
24 Agreement without modifying or changing any of the other terms of this Agreement.


25 Notice of Termination or Modification: Notice shall be in writing and shall be sufficient
26 if sent by certified mail addressed, if to the Iron County Deputy Sheriff's Association, to: 2 South
27 Sixth Street, Suite 18, Crystal Falls, MI 49920; and if the Employer, addressed to Iron County
28 Board of Commissioners, 2 South Sixth Street, Crystal Falls, Michigan 49920, or to any such
29 address as the Union or the Employer may make available to each other.

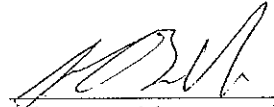
1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day
 2 and year first above written.


FOR THE ASSOCIATION:

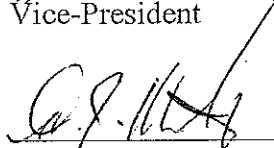
FOR THE EMPLOYER:

 05/11/2010
 President Date

 5/31/10
 County Administrator Date

 5-11-10
 Vice-President Date

 5/12/10
 Board Chairperson Date

 4-30-10
 Business Agent Date
 WPPA/UMLEA

 5/03/2010
 Sheriff Date

EFFECTIVE DATE: The effective date will be the date the last signature above is obtained.

APPENDIX A

WAGES

- I. Effective retroactive the first full pay period on or after January 1, 2010, the following wage rates (3% increase) shall be in effect:

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
Deputy Sheriff	\$33,106.21	\$33,436.66	\$33,768.17	\$35,028.89
Sergeant	\$2,100 extra added to Deputy Sheriff step			

Second Year Wage Reopener. Notwithstanding the provisions of Article 58 Termination and Modification, it is agreed that this Agreement may be reopened during its term at the option of either party on December 31, 2010, upon written notice to the other party of a desire to reopen given on or before the sixtieth (60th) day prior to December 31, 2010. If this Agreement is reopened, the reopener negotiations shall be specifically limited to the wage rates in Appendix A only. All other provisions of the Agreement shall remain in full force and effect during the reopener negotiations and until this Agreement is terminated in accordance with its term.

Third Year Wage Reopener. Notwithstanding the provisions of Article 58 Termination and Modification, it is agreed that this Agreement may be reopened during its term at the option of either party on December 31, 2010, upon written notice to the other party of a desire to reopen given on or before the sixtieth (60th) day prior to December 31, 2011. If this Agreement is reopened, the reopener negotiations shall be specifically limited to the wage rates in Appendix A only. All other provisions of the Agreement shall remain in full force and effect during the reopener negotiations and until this Agreement is terminated in accordance with its term.

APPENDIX B
SICK LEAVE DONATION

Employees may donate sick leave hours to a fellow employee in cases where the employee or a member of the employee's immediate family is suffering from an extended serious health condition. Employees shall be eligible for such donation only after they have exhausted all accumulated paid leave, including sick, personal, vacation and compensatory time.

Procedure:

A sick leave donation form must be signed by the donating employee and witnessed prior to any ours being transferred.

IRON COUNTY SHERIFF'S DEPARTMENT

Sick Leave/Bank Donation Form

I, _____ wish to donate, _____ sick leave hours to the Iron County Sheriff's Department sick Leave Bank or to fellow employee, _____ I understand that these hours are non-refundable.

Signed: _____ Dated: _____

Witnessed: _____ Dated: _____

APPENDIX C
SICK LEAVE BANK

Sick leave Bank:

A sick leave bank will be established by bargaining unit members from their accumulation of sick leave hours. The sick leave pool shall not exceed an accumulation of 960 hours. The pool shall be created by contributions of members until the maximum accumulation is reached. If a member has accumulated 960 hours (maximum under contract) that member may contribute all hours that he/she has accumulated over the 960 hours maximum. This contribution may be made in December of the calendar year in which the member has reached his/her personal 960 hour maximum.

The bank will be administered by a committee made up of three bargaining unit members, the Sheriff or Undersheriff, and one member of the Board of Commissioners. Sick leave hours may be loaned out to bargaining unit members who have exhausted all accumulated sick leave hours and personal leave hours. Application for sick leave hours must be made in writing by the employee requesting the sick leave hours, if possible, otherwise by the spouse or nearest of kin. The committee will grant no more than forty (40) hours per request and may refuse such a request if it feels that the request is without merit. Decisions made by the sick bank committee are not subject to the grievance procedure.

The sick leave bank committee will administer the sick leave bank and will adopt such rules and regulations as it deems necessary from time to time. An annual accounting will be made of the status of the sick leave bank at a December meeting of the bargaining unit each year.

In the event that, the total accumulation of the sick bank hours falls below eighty (80) hours, eight (8) hours shall be required of each member until the bank is above the eighty (80) hour minimum.

Employees returning to work will be required to replenish the hours borrowed as soon as possible by having no more than forty-eight (48) hours per year deducted from personal sick leave accumulation.

If a member of the sick leave committee requests hours from the sick leave bank, then another member from the bargaining unit shall be appointed to sit on the committee for the purpose of this request.