

Agreement between the

COUNTY OF MARQUETTE MICHIGAN

AND THE

MARQUETTE COUNTY SHERIFF

and the

MARQUETTE COUNTY DEPUTIES

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS

DIVISION

Effective Date: January 1, 2011

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## **AGREEMENT**

### **ARTICLE 1. PREAMBLE \*\***

This Agreement, entered into this 1st day of January, 2011 between the County of Marquette, Michigan, a Municipal Corporation, and the Sheriff of Marquette County, Michigan, as co-employers (hereinafter referred to as the "EMPLOYER"), and the Marquette County Deputies Association, Local #513, and Wisconsin Professional Police Association (hereinafter collectively referred to as the "UNION").

### **ARTICLE 2. PURPOSE AND INTENT**

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

The parties recognize that services to be offered by the Employer will be determined by applicable State and Federal laws in addition to the statutory authorities vested in the Office of Sheriff. The parties further recognize that the job security of the employees depends on establishing and maintaining viable services within the limits set by these laws.

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

### **ARTICLE 3. LANGUAGE**

Unless otherwise expressly defined in this Agreement, all words shall connote their common meaning.

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

Wherever in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, either as words or as part of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include humankind--both female and male sexes).

Unless otherwise provided, wherever in this Agreement the term Employer is used in a communications context, such communication shall be directed to the Sheriff and copied to the Human Resources Manager. Similarly, wherever the term Union is used, such communication shall be directed to the Local President, unless otherwise provided.

#### **ARTICLE 4. RECOGNITION**

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

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

A part-time employee is defined as one who is normally scheduled to work less than eighty (80) hours per pay period. Compensation for the position of part-time Deputy shall be established in Appendix A of this agreement and shall consist solely of the hourly wages set forth in Appendix A. Part-time Deputies shall not be eligible for fringe benefits under Articles 27, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, and 44 of this Agreement. In addition, part-time Deputies are excluded from all provisions of Article 32 with the exception that they will be eligible for shift differential as defined under Article 32. Part-time Deputies will accrue no seniority and shall be excluded from the rights granted under Articles 15, 16, 17, 18, 19, 20, 21, 22 and 23 of this Agreement. Part-time Deputies are to be scheduled at the sole discretion of the Sheriff as the needs of the department dictate. There is no guarantee of employment for any set number of hours for any part-time position, nor is there any requirement that there be any equalization of hours between part-time Deputies.

A temporary employee is defined as an employee who is hired for a specified period of time, not to exceed one (1) year, or the duration of an approved leave of absence, with a definite starting date and a predetermined termination date, and is used as a substitute for a member of the bargaining unit.

**ARTICLE 5. MANAGEMENT RIGHTS**

The County, on its own behalf and on behalf of the electors, and the Sheriff of Marquette County, on his own behalf, herein retain and reserve unto themselves, without limitations, all powers, rights, authority, laws and Constitutions of the State of Michigan and of the United States. Further, except where specifically limited in this Agreement, the management of the Sheriff's Department and the direction of the working force, including the right to determine the size and deployment of the work force, to direct, plan and control law enforcement operations, to hire, lay off, recall, transfer, promote, demote, suspend for cause, discipline and discharge any employees for cause, to introduce new and improved operating methods and/or facilities and to change existing operating methods and/or facilities, to set policies for the department, and to manage in the traditional manner, are vested exclusively in the Sheriff.

**ARTICLE 6. RESPONSIBILITY**

The Employer agrees that for the duration of this Agreement there shall be no lockouts.

The Union, its officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slowdowns, stoppages of work, or any acts of any kind or form whatsoever, however peaceable, that would interfere with the operations of the Employer.

Union members will not engage in Union activity on the Employer's time, or engage other employees in Union activity while such employees are on the Employer's time, except as specifically provided by this Agreement. Failure or refusal on the part of any employee fully to observe and obey any and all provisions of this section shall, at the option of the Employer, be subject to proper disciplinary action up to and including discharge.

The Wisconsin Professional Police Association Staff Representative may have discussions with an employee during regular business hours upon approval in advance by the Sheriff.

**ARTICLE 7. UNION SECURITY (AGENCY SHOP)**

Employees covered by this Agreement shall be required, as a condition of continued employment, to continue membership in the Union or to pay a service fee to the Union equal to that portion of the dues and initiation fees uniformly charged to the membership which is expended for collective bargaining and contract administration for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time it

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

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

Any and all demands for discharge of any employee for failure to comply with the provisions of this article shall be by certified mail to the Human Resources Manager, copied to the Sheriff.

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of the action taken by the Employer for the purpose of complying with any provision of this Agreement.

#### **ARTICLE 8. DUES CHECKOFF**

The Employer agrees to deduct once each month from the wage of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix B), provided that said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement, and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination must be given both to the Employer and to the Union.

Dues and initiation fees shall be authorized, levied and certified in accordance with the Constitution and Bylaws of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees. The Union

will provide the Employer a current copy of said Constitution and Bylaws authorizing the levy, and will provide written notice of the amounts of dues, initiation fees or service fees to be deducted.

In the event that a refund is due any employee for any sum deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

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

#### **ARTICLE 9. SERVICE FEE CHECKOFF**

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

The amount of such service fee will be determined, as set forth in Article 7 of this Agreement. The Union will provide the Employer written notice, as specified in Article 8(b), of the amount of service fees to be deducted.

In the event that a refund is due any employee for any sum deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

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

#### **ARTICLE 10. REMITTANCE OF DUES AND FEES**

Check-off deductions shall become effective at the time a properly executed authorization is received by the Employer. Check-off deductions shall commence at the next regular payroll from which check-off deductions are made and each month thereafter.

Deductions for any calendar month shall be remitted to the Financial Officer of Wisconsin Professional Police Association at the most recent address submitted to the Employer by the Union. The remittance will be accompanied by an alphabetical list of names and addresses of all employees from whom deductions have been made. The remittance and list will be mailed no later than the fifth (5th) working day of the month following the month in which they were deducted.



The Employer shall monthly notify the Financial Officers of the Local #513 and Wisconsin Professional Police Association of the total amount deducted and of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions. The Employer will further advise said Financial Officers of all new hires (by means of an alphabetical list) since the date of submission of the previous month's remittance of dues.

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

#### **ARTICLE 11. SPECIAL CONFERENCES**

Special conferences for important matters or disputes of mutual concern may be scheduled by mutual agreement. Such meetings shall be between the Union representatives, the Sheriff or his designee, and the Human Resources Manager. A proposed agenda of the matters to be taken up at the special conference shall be submitted at the time a special conference is proposed. The Union will furnish a list of its representatives at the time a special conference is proposed. After a special conference is scheduled and an agenda has been accepted by the parties, discussion at the conference will be confined to those topics included in the agenda.

Special conferences shall not be used as a substitute for the grievance procedure provided by this Agreement, nor shall special conferences become a substitute for the negotiations process.

The Union representatives may meet on the Employer's property for at least one (1) hour immediately preceding the conference in a room designated by the Employer, provided Union members will not be compensated for time spent in preparation for a special conference. If special conferences are held during a designated Union representative's regularly scheduled shift, he shall be compensated for time spent in such special conferences.

#### **ARTICLE 12. GRIEVANCE PROCEDURE**

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.

It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the sole means for the peaceable settlement of all grievances that may arise between them as to the application and interpretation of this Agreement without any interruption or disturbances of any sort whatsoever in the normal operations of the Employer. Employees are required to follow

and to use this procedure in case they have any grievances which they wish to be considered and settled.

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

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

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

STEP 3

- a. If the grievance remains unsettled and the Union wishes to carry it further, the steward shall refer the matter to Association Staff Representative.
- b. In the event that the Association Staff Representative wishes to carry the matter further, he shall, within fifteen (15) calendar days after answer to Step 2, meet with the Sheriff and the County Board of Commissioners, or its designated representative, for the purpose of attempting to resolve the dispute. In the event of disagreement between the Sheriff and the County Board of Commissioners, or its designated representative, the grievance shall be deemed denied, and the grievant

and staff representative shall be notified in writing within fifteen (15) calendar days.

c. If the dispute remains unsettled and the Association Staff Representative wishes to carry the matter further, the Association Staff Representative shall file within thirty (30) calendar days of date of receipt of Employer's answer to Step III (b) a demand for arbitration in accordance with the Federal Mediation and Conciliation Service Rules and Procedures. The parties agree to use Paul Glendon or George Roumell as the permanent panel of arbitrators for all arbitrations during the term of this agreement. When available, Paul Glendon shall be the arbitrator for all grievances involving classification and compensation.

d. The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the merits of such grievance, but he shall not have jurisdiction nor authority to add or to detract from or alter in any way the provisions of this Agreement. The arbitrator shall in no event award back pay prior to the date of occurrence or non-occurrence upon which the grievance is based. The decision of the arbitrator shall be final and binding on both parties subject to the limitations herein specified.

e. The expense of the arbitrator shall be shared equally by the parties. Each party shall be liable for any expenses incurred on their own behalf.

f. If the Sheriff or his designated representative fails to render a final disposition within the time limits established herein, the grievance shall be automatically advanced to the next step of the grievance procedure, excluding arbitration.

g. If the employee or his steward or the Union fails to appeal to the next step in the grievance procedure within the time limits established herein, the grievance shall be deemed withdrawn and settled on the basis of the Employer's last answer.

h. Each grievance when reduced to writing shall be on a grievance form (Appendix C) and shall contain a clear and concise statement specifying the article or articles of this Agreement claimed to have been violated, a brief set of facts, and the relief requested. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph shall not be accepted by the Employer, and shall be returned by the Employer without action.

**ARTICLE 13. DISCIPLINE, SUSPENSION AND DISCHARGE**

No employee who is covered by this Agreement and has completed his probationary period shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause.

Should there be an investigation that results in a disciplinary action being taken, the Employer will notify the employee of the specific nature of the complaint, including the names of any witnesses currently known to the Employer prior to such action being taken.

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

The discharged or suspended employee will be allowed, upon request, to discuss his discharge or suspension with his steward. The Employer will make available a meeting room for this purpose before the employee is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and/or steward.

In imposing any discipline, suspension or discharge on a current offense, the Employer will not take into account any prior infractions which occurred more than two (2) years previous, except the Employer may consider as part of the employee's record for establishing proper corrective measures any offenses which resulted in a disciplinary suspension which was not subsequently dismissed or overruled.

Any disciplinary action against an employee will be taken by the Employer within thirty (30) calendar days after the Employer's awareness of the event upon which such disciplinary action is based. Employer will be granted an extension beyond thirty (30) calendar days where further investigation is warranted to make a determination as to proper disciplinary action, with written notice of reason.

**ARTICLE 14. UNION REPRESENTATION**

Officers and Stewards:

1. The Employer shall be notified of the names of the officers (one President, one Vice President, one Secretary/Treasurer, and one Chief Steward) upon execution of this

Agreement, and shall be promptly notified in writing of any changes as they occur during the term of this Agreement.

2. The Chief Steward, his alternate or the Union President, in descending order, during the regular working hours without loss of pay may investigate and present grievances in accordance with this Agreement to the Employer, provided they have prior permission from their most immediate supervisor outside of the bargaining unit.

Employees covered by this Agreement will be represented in negotiations by a Union Negotiating Committee comprised of five (5) members from the unit. Upon their appointment, the Employer shall be notified of the names of the members of the negotiating committee. The Employer shall be promptly notified in writing of any changes in the negotiating committee as they occur during the term of this Agreement. Such written notice will be copied to the Human Resources Manager.

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

#### **ARTICLE 15. PROBATIONARY PERIOD**

Newly-hired employees covered by this Agreement shall be considered as probationary employees for the first one hundred eighty (180) calendar days of their employment; provided that the probationary period may be extended for up to two additional ninety (90) calendar day periods at the discretion of the Sheriff, but that the employee shall receive the regular non-probationary rate of pay for the extended probationary period(s). The employee and the Local President shall be notified in writing of any extension of a probationary period.

Probationary employees may be discharged or disciplined at the discretion of the Employer, except for protected Union activity, without recourse to this Agreement.

#### **ARTICLE 16. SENIORITY**

Seniority shall be on a bargaining unit-wide basis, and shall be defined as an employee's length of continuous service with the unit since his last date of full-time hire. An employee on leave of absence or on layoff (as modified by Article 18(d)) shall be deemed to be in continuous service for purposes of seniority hereunder. For current employees, the existing seniority list will be

maintained.

In the event two (2) employees have the same seniority date, seniority of one against the other shall be determined by the first shift worked; if in the event two (2) employees commence employment on the same shift, seniority shall be determined by the higher of the last four digits of their social security numbers.

For the purposes of overtime and shift preference, all employees above the classification of Deputy shall be governed by the date of entry of such classification.

#### **ARTICLE 17. SENIORITY LISTS**

The Employer will provide a current seniority list to the Local President or Chief Steward semi-annually.

The seniority list will, for all employees covered by this Agreement, indicate the employee's name, last date of full-time hire, classification title, and date of classification, if any.

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

Employees shall have the right to protest their seniority designation if they have cause to believe an error has been made; provided, however, such protests shall be made in writing, shall specify the basis of the claim, and shall be filed with the Human Resources Manager within thirty (30) calendar days after the Employer has posted and furnished the most recent seniority list to the Local President or Chief Steward. Failure to enter a protest as described above constitutes acceptance of the list as correct.

#### **ARTICLE 18. LOSS OF SENIORITY**

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

- a. If he quits.
- b. If he is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c. If he is absent for two (2) consecutive working days without notifying the Employer. No employee shall be absent from work without good cause. An employee desiring to be absent from work for good cause shall notify the Sheriff or Undersheriff of such desire and the reason therefore before the end of his previous shift, if possible,

and, in any event, not less than four (4) hours before the beginning of his next shift, except in cases of emergency beyond his control and, in such cases, as soon as reasonably possible. Absence may be excused by the Employer, but the Employer may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, if the Employer so desires.

- d. If he is laid off or on leave of absence for more than twenty-four (24) months.
- e. If he does not return to work when scheduled upon recall from a layoff, as set forth in the recall procedure.
- f. If he does not return as scheduled from sick leave, vacation or leave of absence.
- g. If he retires or is retired pursuant to any retirement plan of the Employer then in effect.

#### **ARTICLE 19. LAYOFF**

The term "layoff" means a reduction in the work force. For purposes of this article, seniority shall be determined based upon the date of entry into the bargaining unit.

In the event of a layoff, the Employer shall notify the Local President as soon as practical but in no case less than fourteen (14) days prior to the date of layoff, with the exception of specially funded classifications, of the number of employees scheduled for layoff, their names, seniority, classification title and work locations. Employees to be laid off will receive at least fourteen (14) calendar days notice of layoff.

When a layoff takes place, the following factors will be considered in determining which employees shall be laid off first:

- 1. Seniority - length of continuous service.
- 2. Employee's current ability to perform the work available within their division.

Temporary or part-time employees will not be used to replace bargaining unit employees on layoff for the purpose of circumventing Article 20 "Recall". In the event of a layoff, displaced members will have first right to available shifts within their division, as determined by the division head, based on their seniority. Additional available shifts created by scheduled or unforeseen events, grants, or contracts, will be offered first to the remaining workforce within each division, by seniority. Displaced members will be offered any remaining vacant shifts based on division seniority. The total number of hours worked by a displaced member will not exceed the regularly scheduled

number of hours per pay period for a full time employee, unless such hours have been turned down by the remaining work force (which includes part-time employees).

#### **ARTICLE 20. RECALL PROCEDURE**

When the working force is increased after a layoff, employees will be recalled according to the following factors:

1. Seniority - length of continuous service within their division.
2. Employee's current ability to perform the work available.
3. Employee's current state of physical and psychological fitness.

Notice of recall shall be sent to the employee at his last address on record with the Human Resources Office by certified mail, return receipt requested. If an employee fails to report for work within fourteen (14) calendar days from the date of receipt of notice of recall, he shall be considered a quit.

#### **ARTICLE 21. PSYCHOLOGICAL FITNESS TESTING**

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

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

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

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

#### **ARTICLE 22. SHIFT PREFERENCE**

Employees covered by this Agreement shall be allowed to exercise shift preference within



their classification on the basis of seniority (as described in Article 16) only in the event of a vacant or open position, except that if it is the judgment of the Sheriff that any individual employee seeking to exercise shift preference should be bypassed by the Sheriff for reasons such as inadequate experience, qualifications or job performance, such employee may be bypassed by the Sheriff.

Provided, however, that any such exercise of judgment by the Sheriff shall be subject to modification or rescission pursuant to the grievance and arbitration procedure established herein, if the arbitrator determines that the Sheriff has acted in an arbitrary or unreasonable fashion.

In addition, the Sheriff may refuse the requested transfer in the case where such transfer would, in his judgment, leave any shift with inadequately experienced personnel.

### **ARTICLE 23. TRANSFERS**

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

### **ARTICLE 24. PROMOTIONS AND LATERAL TRANSFERS**

#### **Section A. Promotions**

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

#### **Section B. Lateral Transfers**

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

#### **Section C. Promotions**

All vacant or newly-created classifications above the rank of Deputy subject to the terms of this Agreement, which the Employer desires to fill, will be posted in a conspicuous place in the department for fifteen (15) calendar days prior to filling. Except as set out in Section B above, all

positions will be filled on a competitive basis.

When a classification vacancy is posted, the posting will note the classification, duties, pay grade, starting time, and whether tests (oral and/or written and/or performance) must be taken by the bidders, and the proposed schedule for such tests. When an oral board is used, it will be made up of the hiring Division Head, the Undersheriff, and the Human Resources Manager or their respective designees. Information on the Employer's testing program and criteria used to evaluate test results is found in paragraph below. The posting will set forth the minimum qualifications that the employee must have in order to be considered.

The Employer's objective in conducting its testing program is to assure an open competitive process free from discrimination and in accordance with EEOC guidelines. The Employer seeks the best qualified applicant for all openings. The Employer assures the Union that continuing efforts will be made to devise/acquire the best available tests and/or examinations so that tests/examination results directly relate to skills, abilities and qualifications actually required on the job. Weighing of competitive selection factors shall be as follows:

Written Examination	200 points
Seniority	100 points
Job Performance	350 points
Oral Examination	350 points

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

During any posting period in which employees are being considered for promotion, the regular classification vacancy, if filled, will be filled by any bargaining unit employee on a temporary basis. Bargaining unit employees shall be compensated at the rate applicable to any classification to which they are temporarily assigned.

At the time a bid is received by the Sheriff, it will be dated and a copy returned to the

employee. Only bids providing all requested information and received by the Sheriff within the posting period will be considered by the Employer prior to making a promotion. Once a regular classification vacancy is posted, other methods of permanently filling the regular classification vacancy shall not be used until all bidders are considered and a decision made and communicated to all bidders and the Local President.

An employee who does not provide all requested information or deliberately falsifies information in his bid may be disqualified.

Any bidder must be at work or otherwise available following the closing date of the bid and during the period when bidders are being considered. If a bidder is not at work or otherwise available to be considered, the bidder may be disqualified.

An employee who is promoted or transferred to another classification will be given a reasonable period, but not less than thirty (30) days nor more than one hundred eighty (180) days to demonstrate in actual performance whether he has the ability to perform the work. The employee's performance will be evaluated two (2) times during this period. A copy of each evaluation will be provided to the employee. If a determination is made that the employee does not have the ability to perform the work, he shall be returned to the classification from which he was promoted and given a written notice of reason. A copy of this notice will be sent to the employee's Chief Steward.

If the employee requests within a ninety (90) day period following a promotion from another classification, he shall be returned to a regular classification vacancy in the classification from which he was promoted. Such an employee shall be returned within thirty (30) days following approval of his request. If there is no regular classification vacancy in the classification from which the employee was promoted, the employee will be returned to any other regular classification vacancy in the same pay grade for which the employee meets the necessary qualifications. If no such regular classification vacancy exists, the employee will be returned to a classification which is a pay grade consistent with his seniority and ability to perform the work.

In the event that an employee is returned to a classification from which he was promoted, the Employer shall consider the other bidders prior to posting or initiating other recruiting action. If no other employees bid on the vacancy, the Employer may use other means to fill the vacancy.

An employee who has been promoted, including an employee returned at the employee's request but not an employee returned by the Employer because the employee does not have the ability to perform the work, need not be considered by the Employer for a subsequent promotion during the one (1) year period following the promotion, unless the employee is the only bidder who

meets the standards set forth in the classification vacancy posting.

An employee who has bid for a promotion in accordance with the provisions of this Article and who has more seniority than the employee selected for promotion will be notified in writing that he lacks the qualifications or he does not have equal qualifications, as the case may be, together with the name and seniority date of the employee promoted. A copy of this notification will be sent to the Local President. Any bidder will be furnished his scores on any and all tests upon submission of a written request to the Sheriff or Undersheriff.

Should a regular classification vacancy fail to receive any bids for a minimum of three (3) different but consecutive posting periods, after written notice to the Local President the Employer may discontinue posting for one (1) year such regular classification vacancies which subsequently occur in that classification. Thereafter, the Employer will again post any such regular classification vacancies, and the provisions of this paragraph will be repeated.

#### Section D. Senior Officers Positions

In the filling of vacancies for the classification of Senior Officers, preferential consideration to members of Local #513 will be given provided:

- a. The Local #513 member meets all standards and requirements for the vacancy.
- b. The Local #513 member is equally qualified in comparison to external candidates.

### **ARTICLE 25. BULLETIN BOARDS**

The Employer will provide bulletin board space in the Sheriff's Department offices which may be used by the Union for posting notices pertaining to Union business.

Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments may be posted on this board without prior approval by the Employer. No other notices shall be posted thereon without the prior approval of the Employer.

### **ARTICLE 26. RATES FOR NEW JOBS**

The Employer shall have the right to establish the content of job descriptions for all classifications and to evaluate all classifications for the purpose of classifying them into pay grades; and when changes in job duties warrant, to change the job description and pay grade of an existing classification based on the revised job description and job evaluation performed by the Human Resources Manager, provided such action shall not be directed towards changing the pay grade of a

classification in which no substantial change has occurred and provided that the wages for each pay grade structure shall be set forth in Appendix A of this Agreement.

If, during the life of this Agreement, a new classification is created or a substantial and material alteration is effected in an existing job classification, the Employer shall utilize the guidelines established in the General Compensation Policy to place the new or altered classification equitably into the classification system. In the case of a new classification, the Employer shall promptly furnish the Local with a copy of the new job description and the salary range assigned thereto. If the Local disagrees with the job classification during the first ten (10) calendar days after the Union has been so notified, the Union shall have the right to initiate the grievance process. In the case of an alteration of an existing job classification, the Employer shall promptly furnish the employee with a copy of the job description and the salary range assigned thereto. If the employee disagrees with the job classification during the first ten (10) calendar days after the employee has been so notified, the employee shall have the right to initiate the grievance procedure.

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

#### **ARTICLE 27. SAFETY AND HEALTH**

The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employees.

The Union may designate not more than two (2) employees to serve on the County Safety Committee for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions. The Union shall provide the Employer, in writing, the names of the two (2) employees so designated to serve on the County Safety Committee.

The Union will cooperate with the Employer in encouraging employees to observe the health, safety and welfare rules and regulations which shall be prescribed by the Employer and to work in a safe manner.

All members of the bargaining unit, when using a vehicle not equipped with permanently installed mobile radio while engaged in law enforcement duties, including the service of process, shall be furnished with a departmental radio.

## **ARTICLE 28. VOLUNTARY SERVICE**

It is recognized that from time to time the Sheriff may determine that it is in the public interest to utilize volunteers to assist the department in carrying out its mission (search and rescue, etc.), provided that no volunteers shall be assigned to replace or displace any bargaining unit members.

## **ARTICLE 29. MILITARY SERVICE**

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in case of an emergency not to exceed six (6) months.

## **ARTICLE 30. LEAVES OF ABSENCE \*\***

Leaves of absence requested in writing, for periods not to exceed one (1) year, may be granted by the Sheriff for:

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

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

Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to a position which their seniority entitles them upon termination of their leave.

Up to two (2) members of the Union selected to attend a function of the Union shall, upon approval by the Sheriff, be allowed up to five (5) days time off with loss of time and pay to attend.

Requests for such leave shall be made to the Sheriff in writing at least four (4) weeks in advance of the date requested for commencement of such leave, except in cases of emergency.

All requests for leave of absence will include the reason for the leave, exact date on which the leave is to commence, and date on which the employee will return to work. Employee shall not accept employment elsewhere while on a leave of absence unless previously agreed to, in writing, by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer, without recourse.

Available paid time off balances will be depleted prior to commencement of any unpaid leave of absence. However, it is understood that employees may protect up to 40 hours of paid time off from their reserve bank and up to and a total of 16 hours of paid time off from their primary bank for future use. Fringe benefits will not accrue during the unpaid portion of any leave of absence.

If the employee qualifies for leave under the Family Medical Leave Act, forms to apply for such leave are available through Human Resources. The failure to apply for such leave does not prohibit the employer from counting an approved medical leave as Family Medical Leave. The employee shall be limited to up to twelve (12) weeks of Family Medical leave in any rolling twelve-month period measured forward from the date the use of such leave begins. The use of medical leave under this contract shall run concurrently with the use of Family Medical Leave.

### **ARTICLE 31. WORKER'S COMPENSATION \*\***

Employees will be covered in accordance with the Worker's Disability Compensation Act (Act) of the State of Michigan. Compensation for lost wages will be paid by the County Worker's Compensation carrier after the carrier has determined eligibility in accordance with the Act. Any loss-time injury or illness which the carrier does not deem eligible for wage-loss replacement in accordance with the Act will be paid by the County from the involved employee's accumulated paid time off balances (if any).

In any event, the employee shall not be entitled to receive duplicate payment from any source or combination of sources.

Employees will immediately report any job related injury or illness to the Sheriff and/or Risk Management department. The employee will promptly complete and/or obtain any required forms to supply the employer with necessary information to meet carrier and Department of Labor requirements.

**ARTICLE 32. SHIFT PREMIUM AND HOURS \*\***

Shift Premium - Employees regularly scheduled to work a minimum of four hours between 6 p.m. and 8 a.m. shall be paid a premium of 27.5 cents per hour for all hours worked.

Working Hours - Employees will be scheduled on a fourteen (14) calendar day work period. Within said work period, eight (8), ten (10), and twelve (12) hour work shifts will be assigned at the sole discretion of the Sheriff. Employees will be compensated at the straight time hourly rate for all assigned work hours for their assigned work shift. Employees working a regular twelve hour shift may be scheduled to work eighty four (84) hours per pay period at the straight time hourly rate.

Overtime shall be defined, and time and one-half shall be paid as follows:

- for all hours physically worked in excess of eight (8), ten (10), or twelve (12) hours in one work day, depending upon work shift assignment;
- all hours physically worked in excess of eighty (80) hours within the defined fourteen (14) calendar day work period, unless regularly scheduled for eighty four (84) hours;
- there shall be no pyramiding of work hours for overtime calculation.

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

A monthly work schedule shall be posted by the Sheriff.

No shift or monthly schedule shall be changed unless agreed upon by the Employer and the Union, except in case of an emergency as determined by the Sheriff. An emergency schedule change shall only be allowed for the duration of said emergency.

Employees shall be allowed a thirty (30) minute paid meal period during the assigned shift, to be taken at the employees regular work station or designated patrol area. The employee shall be available to respond as necessary during the meal period.

Employees may take a coffee break during their regular shift, at the employee's regular work station or designated patrol area. The duration of a coffee break is at the discretion of the Sheriff.



Employees are required to be on duty for the duration of their assigned work shift of eight (8), ten (10) or twelve (12) hours, except as excused by the Sheriff.

Full-time deputized employees may be scheduled on a rotating shift basis, and there will be no overtime paid for regularly scheduled hours.

An employee called in to work for hours other than those scheduled, shall be guaranteed at least two (2) hours pay at the rate of time and one-half. Witness fees for court appearances related to the employee's circumstances of employment shall not be paid by the County.

Time and one-half the straight time hourly rate will be paid for all hours physically worked on a designated holiday.

### **ARTICLE 33. MEDICAL LEAVE \*\***

All employees covered by this Agreement shall accumulate one-half (1/2) medical leave day per pay period, not to exceed one hundred four (104) hours or thirteen (13) days per year, with a maximum accumulation as defined in Article 41, Paid Time Off (PTO). Upon the death of an employee, paid time off balances will be paid according to Article 41 and shall be paid at the prevailing rate to the employee's beneficiary. An employee while on paid medical leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

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

### **ARTICLE 34. BEREAVEMENT LEAVE \*\***

An employee shall be allowed three (3) working shifts with pay, as bereavement leave days for the purpose of attending said funeral and/or attending to directly related matters, to be deducted from the employee's reserve bank, for a death in the immediate family. Immediate family to be

defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, grandparents, grandchildren. Employees attending the funeral of an immediate family member, as defined above, in excess of four hundred (400) miles one way from Marquette will be granted an additional two (2) days of funeral leave to be deducted from PTO balances. Any employee selected to be a pallbearer for a deceased employee will be allowed one-half (1/2) bereavement leave day with pay, to be deducted from PTO balances. The Union President or his representative shall be allowed one-half (1/2) bereavement leave day with pay, to be deducted from PTO balances, in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral. For funeral of persons other than those listed above, an employee may utilize accrued PTO primary bank balances. Should the employee have no accrued PTO, the employee may take leave without pay.

#### **ARTICLE 35. HOLIDAY PROVISIONS \*\***

The observed holidays are designated as: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

For all hours worked on holidays, time and one-half shall be paid for the holiday.

Part-time employees will receive additional holiday pay of two dollars (\$2.00) per hour for the holidays of Christmas, Memorial Day, the Fourth of July, Labor Day, and Thanksgiving.

When a holiday occurs during scheduled work hours, an employee will not be substituted by another employee to avoid payment of extra holiday pay.

The Employer may identify essential and non-essential positions and schedule accordingly for the holidays.

#### **ARTICLE 36. VACATION ELIGIBILITY \*\***

An employee will earn credits toward vacation with pay in accordance with the following schedule and Article 42:

- After one (1) full year of continuous service - ten (10) working days vacation.
- After two (2) full years of continuous service - eleven (11) working days vacation.

For each additional year of service above two (2) years, one (1) additional day of vacation

will be granted, up to twenty (20) days of vacation.

Vacation time is to be credited to the employee's paid time off bank on a per-pay period basis, and shall not be taken before being credited.

**ARTICLE 37. HOSPITALIZATION AND MEDICAL COVERAGE \*\***

Effective April 1, 2011, the Employer agrees to provide hospitalization medical coverage for full-time employees and their family, the package to be the equivalent of Blue Cross/Blue Shield Community Blues Plan 4 with the U.P. Blue rider, \$30 O.V. and Chiropractic co-pays, \$150 Emergency Room co-pay tiered prescription drug rider (\$10.00/\$40.00/\$80.00 RXCM with RX 90, and contraceptive coverage), VSP 24 optical coverage, and dental coverage on a 75/25 co-pay basis on Class I and II benefits, 50/50 co-pay basis on Class III benefits with a maximum benefit of \$1,000 for each member each contract year, 50/50 co-pay basis on Class IV benefits (restricted to nineteen (19) years of age or younger) with a lifetime maximum for each member of \$1,000; or substantially equivalent coverage. The employer agrees to pay for such coverage at the following rates: \$473.92 per month for single person coverage, \$1,137.45 per month for two-person coverage, and \$1,421.72 per month for family coverage.

Annually, during the normal enrollment window, the Employer will make available to each employee the option to "buy up", on an individual basis, to a package with a lower deductible and coinsurance with the employee paying the premium differential through payroll deduction, or "sell down" to a higher deductible package with the savings going into an HRA plan for use of the employee.

The Employer agrees to continue hospitalization medical coverage for the employee and his family during an employee's leave of absence as a result of an injury or illness for up to one (1) year.

The Employer agrees to continue hospitalization medical coverage, at a level substantially equal to that provided for current and future active employees, for the full-time employee and his family for all employees whose most recent date-of-hire was prior to January 1, 2006 and who retire directly from County employment without deferred status, until they become eligible for Medicare at which time they will receive supplemental coverage. The MERS requirements of age and years of service apply to employees in both the defined benefit and the defined contribution plans, but for eligibility for this benefit there will be a minimum fifteen (15) year service requirement. Actual age and years of service with the County will be used in determining eligibility for the health insurance

benefit, and not purchased time or credited service. Members with fifteen (15) or more years of service who are involuntarily laid off will be provided hospitalization medical coverage at time of drawing retirement from the County.

For employees who are hired after January 1, 2006, the Employer agrees to pay the appropriate premium for hospitalization medical coverage for the employee, and make such coverage available for eligible dependents at the employee's expense, for all employees who retire directly from County employment as described above without deferred status, until they become eligible for Medicare, at which time they will receive supplemental coverage.

The Employer agrees to make hospitalization medical coverage available for the employee and his family while the employee is laid off, up to six (6) months.

The Employer will provide the option of an approved deferred compensation plan or a cash payment via payroll in the amount of \$300 per month in lieu of those employees taking the medical, dental, and vision plans. This amount to be pro-rated based upon employment status for part-time employees. To receive this benefit, an employee must provide documentation that medical coverage is provided through another source, such as through the employer of a spouse. Employees may opt out of the health insurance benefit at any time but may only opt back in during open enrollment or if there is a loss of medical coverage. Employees that are covered by Marquette County health insurance through another employee will not be eligible for health insurance in addition to that provided through the other employee but will be eligible for the deferred compensation/cash payment in lieu of insurance.

#### **ARTICLE 38. LIFE INSURANCE**

The Employer agrees to pay the full premium of term life insurance for each employee, face value equal to 1.5 times annual salary (reduced at age 70) while employed.

Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

#### **ARTICLE 39. PENSIONS \*\***

Employees covered under this Agreement will be enrolled into the Michigan Municipal Employees Retirement System (MERS) Plan B-4, FAC 3, with F55/15 years and F50/25 years early retirement options, and benefit program E-2 fully paid by the Employer, with the exception of a 2.0% employee payroll contribution.

Commencing September 1, 2000, all newly hired employees shall be enrolled in the Defined Contribution Plan offered by MERS. The Employer agrees to make a 10% payroll contribution. Employees in the Defined Contribution Plan shall make a 2% employee payroll contribution. Existing employees shall be given a one-time option of transferring from the Defined Benefit Plan to the Defined Contribution Plan effective the same date. Participants in the Defined Contribution Plan shall be fully vested after five (5) years of service.

**ARTICLE 40. STANDARD UNIFORM LIST AND MAINTENANCE \*\***

The Sheriff's Department will provide any mandatory uniform and equipment items which may include the following:

ALL DEPUTIZED PERSONNEL

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

In addition to the above, MARINE AND ROAD PATROL personnel may receive the following:

1. One (1) handgun
2. One (1) winter jacket with hood
3. One (1) Sam Browne belt including:
  - a. Holster
  - b. Two (2) Magazines
  - c. Magazine pouch
  - d. Handcuff case
  - e. Key holder
  - f. Baton holder
  - g. Four (4) Keepers
4. Coveralls will be provided in patrol cars.

The following equipment will be available as needed:

1. Raincoats and rain hats

2. Fatigues with hat
3. Duty jackets (summer and winter) for corrections personnel for use as needed
4. Riot gear:
  - a. Helmets with face shield
  - b. Batons

Such uniforms and accessories shall become the property of the County. The Employer shall designate a dry cleaning establishment to process all uniforms, and shall bear the cost of such service.

The Employer will bear the cost of repairs to uniforms damaged during duty.

The Employer will bear the cost of alterations.

Upon receipt of issued equipment as stated above, the employee assumes all responsibility for loss of issued equipment.

**BY MUTUAL AGREEMENT, A UNIFORM CHANGE FOR CORRECTIONAL STAFF TOOK PLACE IN CONTRACT YEAR 2004.**

#### DETECTIVE AND WARRANT OFFICERS

The detective and warrant officer will each be entitled to an annual clothing allowance of three hundred and fifty dollars (\$350.00). The employee will purchase the clothing, provide receipts for the purchases, and will be reimbursed.

#### **ARTICLE 41. PAID TIME OFF (PTO)**

##### Section A. Definition

Paid Time Off (hereafter referred to as PTO) consists of vacation, sick leave, funeral leave, and personal leave days consolidates all paid time benefits into two "bank accounts", the first being the primary bank and the second being the reserve bank. The primary bank can be drawn from for recreational time or the first (3) days of illness or disability. The reserve bank is established to provide income protection for each employee in case of serious illness or short term disability. Employees will manage and draw from these accounts in accordance with the following provisions and applicable articles of this contract. PTO provisions of this contract will be in effect beginning January 1, 2000. All full time employees covered under the collective bargaining unit are eligible for paid leave from the PTO bank.

##### Section B. Accrual

Effective January 1 of each during the length of the agreement, each employee will receive a credit of 124 hours to be added to the employee's primary bank. The 124 hours shall consist of:

Personal leave hours

Sick leave hours

Employees shall receive vacation time as outlined in Article 36 Vacation Eligibility. These hours will be deposited in the employees' primary bank as they are accrued throughout the year. The above balances shall be pro-rated for employees hired during the calendar year, on a per month basis.

### Section C. Primary Bank

#### 1. Maximum Accrual

Annual PTO accrual	124 hours
Annual accrual vacation	<u>160 hours</u>
(Max amount based on years of service)	
Total maximum accumulated hours	284 hours

Employees may accumulate up to 1.5 times their total maximum accumulated hours not to exceed a cap of 426 hours. The employee will be responsible to assure the 426 hour cap is monitored and hours not lost through failure to transfer hours into their Reserve Bank (see Optional Transfer below). The employee must provide a written request to the Accounting Department to make this transfer, no later than December 1<sup>st</sup> of each year. Failure to make this request could result in the loss of hours due to the 426 hour cap.

#### 2. Use of Primary Bank

- Hours from the primary bank include time off for the first (3) three days of illness or disability or for recreation.
- Time off will be granted in increments as small as 60 minutes
- Requests for (3) days or more must be submitted to the Sheriff or his designee (30) days in advance.
- Requests for less than (3) days must be submitted to the Sheriff or his designee (7) days in advance.
- Employees using PTO as sick time must notify their supervisor as soon as possible but not less than four (4) hours prior to their shift.
- Notice provisions may be waived by the division head, Undersheriff, or Sheriff.

- Employees are encouraged to use half of their PTO per year to ensure employee health.
- Supervisors may limit the granting of PTO requests to assure proper staffing levels.
- PTO hours will be paid at the current rate of the employee at the time the PTO is taken.
- Employees are cautioned to keep 40 hours in their account for unexpected illness or emergencies.
- Nothing in this article restricts the Employer’s right to schedule employees’ workweek pursuant to Articles 32 and 36.

3. Transfer from Primary Bank to Reserve Bank

- Annual Mandatory Transfer:
- On January 1<sup>st</sup> each year 52 hours from the primary bank will be transferred into the reserve bank.
- Optional transfer:
- One time during the year, employees have the option of transferring hours into their reserve bank. There will be no automatic transfer other than the mandatory transfer on January 1.

4. Sell back option

On April 1 and October 1 of each year, a cash-out option shall be available using the sell back schedule listed below. The maximum allowable time to be cashed out shall not exceed 80 hours from the primary bank. To be eligible for the sell back option, an employee must have used 80 hours of PTO in the previous 12 months.

<u>Years of Service</u>	<u>Payment percentage</u>
0<2	25%
2<5	30%
5<8	50%
8<10	80%
10 +	100%

Section D. Reserve Bank

1. Maximum Accrual 720 hours
  2. Use of Reserve Bank
- Extended illness or disability beyond (3) days. Funeral leave as described in Article 34. PTO hours will be paid at the current rate of the employee at the time the PTO is taken.
  - Employees may be required to submit a statement from their physician verifying the illness



or disability.

#### Section E. Termination, severance, retirement

##### Payout

Upon termination, severance, or retirement, the employee shall be paid the total amount of PTO in the employees' banks at the rate of pay of the employee at the time of departure, less the pro rated portion of the annual 232 hours added on **January 1 but not yet earned for the year**, not to exceed 720 hours. The employee's final pay will be debited for any PTO that was used but unearned based on the pro ration.

- Payment shall be made according to the schedule listed in section (d), item (4), sell back option.
- Employees severing or retiring within 12 months of exercising their sell back option under (d) (4) will have those hours calculated into their 720 hour maximum payout.
- During the last twelve months of employment the employee will be allowed to use 160 hours of PTO or the combination of 80 hours of PTO and 80 sell back hours, all from the employees Primary Bank. Any hours used above the 160 hours in these last twelve months shall be deducted from the 720 hours maximum payout.

#### Section F. Time Off Without Pay

All requests for time off without pay shall be handled in accordance with Article 30- Leave of Absence.

#### Section G. Donated Time

A donation option is available allowing employees to donate some of their PTO hours to a fellow employee in the event of extended illness or personal emergency. The following apply to donated time:

- Employees must have more than 80 hours in their PTO bank, and hours in excess of 80 may be donated.
- The maximum donation is 24 hours; the minimum is 4 hours.
- The receiving employee must have depleted both their primary and reserve banks before a donation can be received.

#### Section H. Time off not included in the PTO Article

1. Military service

2. Jury duty
3. Workers' Compensation

**ARTICLE 42. COMPUTATION OF BENEFITS \*\***

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement unless otherwise specifically provided. Except during the calendar years 2010 and 2011, and subject to reevaluation in subsequent years, any hours taken due to illness or disability will not be used for the purpose of over-time computation. Employees will be paid time and one half for any mandatory over-time hours worked as required by the Employer.

**ARTICLE 43. DISTRIBUTION OF AGREEMENT**

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

**ARTICLE 44. CAREER DEVELOPMENT**

Following completion of their probationary period, all full-time employees shall be eligible to participate in the Career Development Program. The purpose of the Career Development Program is to aid and encourage employees to complete approved educational courses which will improve their skills in their present job or to help them to prepare to advance to targeted positions of greater responsibility within the structure of the County.

Eligible employees wishing to participate in the Career Development Program must complete a proposed Career Development Plan, on the form provided by the Human Resources Office, detailing all proposed educational courses and their relationship to the employee's career goal with the Employer, identifying the targeted position, documenting consultation with the Placement and Career Planning Department of Northern Michigan University. The employee submits the completed Career Development Plan to his/her Department Head/Budgetary Unit Administrator for departmental authorization. The Department Head/Budgetary Unit Administrator forwards the completed Career Development Plan, with recommendation, to the Human Resources Manager for final disposition. To be considered valid, the Career Development Plan must be approved by both

the Department Head/ Budgetary Unit Administrator and the Human Resources Manager. The Career Development Plan must be completed and fully processed at least six (6) weeks prior to employee request for career development assistance.

To be approved for inclusion in a Career Development Plan, educational courses shall be taken through an accredited educational institution. In situations where needed education or training is unavailable from an accredited source, exceptions may be made at the discretion of the Human Resources Manager.

To request career development assistance, employees make application on a form provided by the Human Resources Office, providing the specific educational course(s) from their Career Development Plan being requested to a maximum of eight (8) credit hours per semester. The employee submits the completed Career Development Assistance application form to his/her Department Head/Budgetary Unit Administrator for departmental authorization, and the Department Head/Budgetary Unit Administrator forwards the application with recommendation to the Human Resources Manager for final disposition. Determination of approval or rejection of Career Development Assistance applications will be made by the Human Resources Manager periodically. Notice of approval or rejection of application will be in writing to the employee.

Upon successful completion of an approved educational course, the employee requests the institution at which he/she is enrolled to submit a transcript of grades and a statement of tuition costs to the Human Resources Manager.

Tuition costs will be reimbursed according to the final grade earned: A - 75%; B - 50%; C - 25%. No reimbursement will be made for any grade lower than C. Total reimbursement cannot exceed \$1,000.00 during any one (1) fiscal year. Reimbursement shall be for tuition specifically, and no other costs are reimbursable under the Career Development Program.

Should an employee's employment with the County be separated for any reason within one (1) calendar year of reimbursement of tuition expenses, the employee will be liable for repayment of tuition reimbursement, and such amount will be deducted from the separating employee's final payroll check prior to distribution.

#### **ARTICLE 45. DISABILITY INSURANCE**

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

disability, retirement, or attainment of age 70.

#### **ARTICLE 46. OUTSIDE EMPLOYMENT**

Employees may accept employment outside their County position provided that this employment is on the employee's own time and does not interfere in any way with his/her work performance. Any employee's outside employment may not constitute a conflict of interest with his/her County employment. Employees should consult with their Department Head prior to accepting outside employment where a question of conflict of interest may arise. The County's liability protection would not apply to any outside employment activities performed by the employee.

#### **ARTICLE 47. REOPENER \*\***

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of both parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

#### **ARTICLE 48. CAFETERIA PLAN**

Marquette County has agreed to provide a code section 125 cafeteria plan including the following: Premium conversion accounts (e.g. Cancer insurance); Flexible spending accounts (medical/dental/prescription etc. expenses); Dependant care expense accounts (e.g. Day care); funded via voluntary employee salary reductions as outlined in the summary plan description. Subsequent plan years will be January 1 to December 31, with an annual enrollment window.

**ARTICLE 49. TERMINATION \*\***

This Agreement shall continue in full force and effect through December 31, 2011. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination date.

Notice of termination:

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to 1342 U.S. Hwy 2, Crystal Falls MI 49920; and, if to the Employer, addressed to the Marquette County Board of Commissioners, c/o Human Resources Manager, Marquette County Courthouse Annex, Marquette, MI 49855; or to any such address as the Union or the Employer may make available.

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

FOR THE UNION:

FOR THE EMPLOYER:



**APPENDIX A - CLASSIFICATION AND RATES \*\***

PAYGRADES FOR SHERIFF'S DEPUTIES - 2011

Effective 01/01/10 through 12/31/11

0.0% Increase

CLASSIFICATION TITLE	PAY GRADE	A START	B 6 MOS	C 1 YEAR	D 2 YEARS	E 3 YEARS
Deputy - Part time	S6	13.7122				
Deputy - Road Patrol/Court Security	S13	15.8810	16.9770	18.0614	19.1574	20.2651
Deputy - Corrections	S13	15.8810	16.9770	18.0614	19.1574	20.2651
Corporal - Road Patrol	S14	16.6855	17.8049	18.9126	20.0553	21.1863
Corporal - Special Operations	S14	16.6855	17.8049	18.9126	20.0553	21.1863
Corporal - Corrections	S14	16.6855	17.8049	18.9126	20.0553	21.1863
UPSET Officer	S14	16.6855	17.8049	18.9126	20.0553	21.1863
Sergeant	S15	17.5134	18.6794	19.8687	21.0347	22.2240

**APPENDIX B. AUTHORIZATION FORM**



**APPENDIX C - GRIEVANCE FORM**

MARQUETTE COUNTY

STATEMENT OF GRIEVANCE

NAME \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ FILE NUMBER \_\_\_\_\_

CLASSIFICATION TITLE \_\_\_\_\_ SENIORITY DATE \_\_\_\_\_

BARGAINING UNIT ARTICLE INVOLVED \_\_\_\_\_

Specific provision of Agreement article allegedly violated:

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

Relief Sought

Grievant Signature \_\_\_\_\_

Steward Signature (if desired) \_\_\_\_\_

RECORD OF PROCEDURE

Step 1 Date of Verbal Presentation \_\_\_\_\_

Received by \_\_\_\_\_ Position \_\_\_\_\_

Presented by \_\_\_\_\_ Position \_\_\_\_\_

Employer's Disposition: Granted \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_

Comments

Employer Signature \_\_\_\_\_

Date Appealed to Next Step \_\_\_\_\_

Grievant Signature \_\_\_\_\_

Step 2 Date of Written Presentation \_\_\_\_\_

Received by \_\_\_\_\_ Position \_\_\_\_\_

Presented by \_\_\_\_\_ Position \_\_\_\_\_

Employer's Disposition: Granted \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_

Comments

Employer Signature \_\_\_\_\_

Date Appealed to Next Step \_\_\_\_\_

Steward Signature \_\_\_\_\_

Step 3 Date of Request for Step 3 Meeting \_\_\_\_\_

Requested by (Association Representative) \_\_\_\_\_

Received by \_\_\_\_\_ Position \_\_\_\_\_

Date of Meeting \_\_\_\_\_ Disposition: Resolved \_\_\_\_\_ Unresolved \_\_\_\_\_

Comments

Employer Signature \_\_\_\_\_

Date Appealed to Next Step by Association \_\_\_\_\_