

Agreement between the

KEWEENAW COUNTY  
BOARD OF COMMISSIONERS

and the  
KEWEENAW COUNTY DEPUTY SHERIFF'S  
ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

Effective: December 1, 2009

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1 All Sheriff's Department employees, but excluding the Matron (Sheriff's wife),  
2 Supervisors above the rank of Sergeant, Marine Deputies, and part-time  
3 Correctional/cook/dispatcher.  
4

5 **ARTICLE 2 - AID TO OTHER UNIONS/ASSOCIATIONS**

6 The Employer will not aid, promote or finance any labor group or organization which  
7 purports to engage in collective bargaining or make any agreement with any such group or  
8 organization for the purpose of undermining the Association.  
9

10 **ARTICLE 3 - DUES CHECK-OFF**

11 (a) The Employer agrees to deduct from the wages of any employee, who is a  
12 member of the Association, all Association membership dues and initiation fees uniformly  
13 required, if any, as provided in a written authorization in accordance with the standard form used  
14 by the Employer herein (see Appendix F), provided, that the said form shall be executed by the  
15 employee. The written authorization for Association dues deduction shall remain in full force  
16 and effect during the period of this contract and may be revoked only by written notice given  
17 during the period thirty (30) immediately prior to expiration of this contract. The termination  
18 must be given both to the Employer and the Association.

19 (b) Dues and initiation fees will be authorized, levied and certified in accordance with  
20 the Constitution and By-laws of the local Association. Each employee and the Association  
21 hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer  
22 of the local Association, regarding the amounts to be deducted and the legality of the adopting  
23 action specifying such amounts of Association dues and/or initiation fees.

24 (c) The Employer agrees to provide this service without charge to the Association.  
25

26 **ARTICLE 4 - REMITTANCE OF DUES AND FEES**

27 (a) When Deductions Begin: Check-off deductions under all properly executed  
28 authorization for check-off shall become effective at the time the application is signed by the  
29 employee and shall be deducted from the first pay period of the month and each month thereafter.

1 (b) Remittance of Dues to Wisconsin Professional Police Association: Deductions  
2 for any calendar month shall be remitted to the Wisconsin Professional Police Association, 660  
3 John Nolen Drive, Suite 300, Madison, WI 53713, with an alphabetical list of names and  
4 addresses of all employees from whom deductions have been made no later than ten (10) days  
5 following the date on which they were deducted.

6 (c) The Employer shall additionally indicate the amount deducted and notify the  
7 Wisconsin Professional Police Association of the names and addresses of employees, who  
8 through a change in their employment status, are no longer subject to deductions, and further  
9 advise said Wisconsin Professional Police Association by submission of an alphabetical list of all  
10 new hires since the date of submission of the previous month's remittance of dues.

11  
12 **ARTICLE 5 - UNION/ASSOCIATION REPRESENTATION**

13 (a) The employees covered by this Agreement will be represented by the Association  
14 President and/or his/her designee. The Association shall have the exclusive right to identify said  
15 President.

16 (1) The Employer will be notified of the name of the Association President.

17 (2) The President (or his/her designee), during his working hours, without loss  
18 of time, or pay, may investigate and present grievances to the Employer  
19 during working hours.

20 (3) The Association President shall be allowed the necessary time off during  
21 working hours without loss of time, or pay, to investigate and present  
22 grievances to the Employer in accordance with the grievance procedure.

23 (b) Union Bargaining Committee:

24 (1) Employees covered by this Agreement will be represented in negotiations  
25 by 2 negotiating committee member(s) and a representative from their  
26 respective Union .

27 (2) All bargaining by the parties shall commence at a time mutually  
28 agreeable to both parties.

29 (3) Members of the bargaining committee shall be paid by the Employer for  
30 all hours lost in negotiations.



1 (d) The immediate supervisor shall give his answer to the President within  
2 five (5) working days of receipt of the grievance.

3 Step (2): If the answer is not satisfactory to the Association, it shall be presented in  
4 writing by the President to the Chairman of the Board within seven (7) working days after the  
5 immediate supervisor's response is due. The Chairman of the Board shall sign and date the  
6 President's copy. The Chairman of the Board shall respond to the President in writing within ten  
7 (10) working days of receipt of the grievance.

8 Step (3):

9 (a) If the answer at Step 2 is not satisfactory, and the Association wishes to carry it  
10 further, the Association President shall refer the matter to the Wisconsin  
11 Professional Police Association.

12 (b) In the event the Wisconsin Professional Police Association wishes to carry the  
13 matter further, it shall, within thirty (30) calendar days from the date of the  
14 Employer's answer at Step 2, meet with the Employer for the purpose of  
15 attempting to resolve the dispute(s). If the dispute(s) remains unsettled, and the  
16 Wisconsin Professional Police Association wishes to carry the matter(s) further,  
17 the Wisconsin Professional Police Association shall file a Demand for  
18 Arbitration in accordance with the American Arbitration Association's Rules and  
19 Procedures.

20 (c) The arbitration proceedings shall be conducted in accordance with the American  
21 Arbitration Association's Rules and Regulations.

22 (d) There shall be no appeal from any arbitrator's decision. Each such decision shall  
23 be final and binding on the Association, its members, the employee or employees  
24 involved, and the Employer. The arbitrator shall make a judgement based on the  
25 expressed terms of this Agreement, and shall have no authority to add to, or  
26 subtract from any of the terms of this Agreement. The expense for the arbitrator  
27 shall be shared equally between the Employer and the Association, except in cases  
28 involving similar issues where a previous award was in the Association's favor,  
29 the Employer shall pay the full cost of arbitration.



1 (e) A grievance may be withdrawn without prejudice and if so withdrawn all financial  
2 liabilities shall be cancelled. If the grievance is reinstated, the financial liability  
3 shall date only from the date of reinstatement. If the grievance is not reinstated  
4 within thirty (30) working days from the date of withdrawal, the grievance shall  
5 not be reinstated. When one or more grievances involve a similar issue, those  
6 grievances may be withdrawn without prejudice pending the disposition of the  
7 appeal of the representation case. In such event, the withdrawal without prejudice  
8 will not affect financial liability.

9 (f) Any grievance not answered within the time limits by the Employer shall be  
10 deemed settled on the basis of the Association's original demand, provided no  
11 extension of time has been granted.

12 (g) Any grievance not appealed by the Association within the time limits shall be  
13 deemed settled on the basis of the Employer's last answer provided no extension  
14 of time has been granted.

## 15 16 **ARTICLE 8 - DISCHARGE AND SUSPENSION**

17 (a) Notice of Discharge and Suspension: The Employer agrees, promptly upon the  
18 discharge or suspension of an employee, to notify, in writing, the employee and his steward of  
19 the discharge or suspension. Said written notice shall contain the specific reasons for the  
20 discharge or suspension.

21 (b) The discharged or suspended employee will be allowed to discuss his discharge  
22 or suspension with the Association President, and the Employer will make available a meeting  
23 room where he may do so before he is required to leave the property of the Employer. Upon  
24 request, the Employer or his designated representative will discuss the discharge or suspension  
25 with the employee and the President.

26 (c) Appeal of Discharge or Suspension: Should the discharged or suspended  
27 employee and/or the steward consider the discharge or suspension to be improper, it shall be  
28 submitted to the final step of the grievance procedure.

1           (d)    Use of Past Record: In imposing any discipline or discharge on a current charge,  
2 the Employer will not take into account any prior infractions which occurred more than two (2)  
3 years previously.

4  
5                           **ARTICLE 9 - SENIORITY - PROBATIONARY EMPLOYEES**

6           (a)    New employees hired in the unit shall be considered as probationary employees  
7 for the first one hundred twenty (120) calendar days of their employment. When an employee  
8 finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank  
9 for seniority from the day one hundred twenty (120) calendar days prior to the day he completed  
10 the probationary period. There shall be no seniority among probationary employees.

11           (b)    The Association shall represent probationary employees for the purpose of  
12 collective bargaining in respect to rates of pay, wages, hours of employment, and other  
13 conditions of employment as set forth in ARTICLE 1 of this Agreement, except discharged and  
14 disciplined employees for other than Association activity.

15           (c)    Seniority shall be on an Employer-wide basis within the bargaining unit, in  
16 accordance with the employee's last date of hire.

17           (d)    The Employer shall allow, on the first day of employment, a thirty (30) minute  
18 interview period between the Association President and the new employees for the purpose of  
19 welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards,  
20 explaining the structure of the organization and providing any other pertinent information.

21  
22                           **ARTICLE 10 - SENIORITY LISTS**

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

25           (b)    The seniority list on the date of this Agreement will show the date of hire, names  
26 and job titles of all employees of the unit entitled to seniority.

27           (c)    The Employer will keep the seniority list up to date at all times and will provide  
28 the Association President with up-to-date copies at least every six (6) months.



1 **ARTICLE 13 - RECALL PROCEDURE**

2 When the working force is increased after a layoff, employees will be recalled according  
3 to seniority, with the most-senior employee on layoff being recalled first. Notice of recall shall  
4 be sent to the employee at his last-known address by registered or certified mail. If an employee  
5 fails to report for work within ten (10) calendar days from the date of mailing of notice of recall  
6 he shall be considered a quit. In proper cases, exceptions may be made.

7  
8 **ARTICLE 14 - TRANSFERS**

9 **Transfer of Employees:** If an employee transfers to a position under the Employer not  
10 included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position  
11 within the bargaining unit, he shall have accumulated seniority while working in the position to  
12 which he transferred. Employees transferring under the above circumstances shall retain all  
13 rights accrued for the purpose of any benefits provided in the Agreement.

14  
15 **ARTICLE 15 - JOB POSTINGS AND BIDDING PROCEDURES**

16 (a) All vacancies and/or newly-created positions within the bargaining unit shall be  
17 posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly-  
18 created positions within the bargaining unit shall be filled on the basis of seniority and  
19 qualifications. All vacancies will be posted for a period of seven (7) days, setting forth the  
20 minimum requirements for the position in a conspicuous place on bulletin boards in each  
21 building. Employees interested shall apply in writing within the seven (7) working days' posting  
22 period. The senior employee applying for the position who meets the minimum requirements  
23 shall be granted a four-week trial period to determine:

- 24 (1) His desire to remain on the job.  
25 (2) His ability to perform the job.

26 (b) The job shall be awarded or denied within twenty (20) working days after the  
27 posting period. In the event the senior applicant is denied the job, reasons for denial shall be  
28 given in writing to the employee and the President. In the event the senior applicant disagrees  
29 with the reasons for denial, it shall be a proper subject for the grievance procedure. The

1 Employer shall furnish the Association President with a copy of each job posting at the same  
2 time the postings are posted on the bulletin boards, and at the end of the posting period the  
3 Employer shall furnish the Association President with a copy of the list of names of those  
4 employees who applied for the job and thereafter notify the Association President as to who was  
5 awarded the job.

6 (c) During the four-week trial period, the employee shall have the opportunity to  
7 revert back to his former classification. If the employee is unsatisfactory in the new position,  
8 notice and reasons shall be submitted to the employee and his steward in writing. In the event  
9 the employee disagrees, it shall be a proper subject for the grievance procedure.

10 (d) During the trial period, employees will receive the rate of the job they are  
11 performing.

12 (e) Employees required to work in a higher classification shall be paid the rate of  
13 the higher classification.

#### 14 ARTICLE 16 - VETERANS

15 Reinstatement: The re-employment rights of employees and probationary employees will  
16 be in accordance with all applicable laws and regulations.  
17

#### 18 ARTICLE 17 - EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

19 (a) Employees who are reinstated in accordance with the Universal Military Training  
20 Act, as amended, will be granted leaves of absence for a period not to exceed a period equal to  
21 their seniority in order to attend school full time under applicable federal laws in effect on the  
22 date of this Agreement.  
23

24 (b) Employees who are in some branch of the Armed Forces Reserve or the National  
25 Guard will be paid only their regular reserve pay when they are on full-time active duty in the  
26 Reserve or National Guard. A maximum of two (2) weeks per year is the normal limit, except in  
27 the case of an emergency.  
28

1 **ARTICLE 18 - LEAVES OF ABSENCE**

2 (a) Leaves of absence for periods not to exceed two (2) years will be granted, in  
3 writing, without loss of seniority, for:

- 4 (1) Serving in any elected or appointed position, public or union.  
5 (2) Illness leave (physical, maternity, or mental).  
6 (3) Prolonged illness in the immediate family.  
7 (4) Educational leave.

8 Such leave may be extended for like cause.

9 (b) Employees shall accrue seniority while on any leave of absence granted by the  
10 provisions of this Agreement, and shall be returned to the position they held at the time the leave  
11 of absence was granted, or to a position to which his seniority entitles him.

12 (c) Members of the Association selected to attend a function of the  
13 Union/Association shall be allowed time off without loss of time or pay to attend.

14  
15 **ARTICLE 19 - UNION/ASSOCIATION BULLETIN BOARDS**

16 The Association may use existing bulletin boards for posting notices pertaining to  
17 Association business.

18  
19 **ARTICLE 20 - RATES FOR NEW JOBS**

20 When a new job is created the Employer will notify the Association of the classification  
21 and rate structure prior to its becoming effective. In the event the Association does not agree that  
22 the classification and rate are proper, it shall be subject to negotiations.

23  
24 **ARTICLE 21 - TEMPORARY ASSIGNMENTS**

25 Temporary assignments for the purpose of filling vacancies of employees who are on  
26 vacation, absent because of illness, etc., will be granted to the senior employee who meets the  
27 minimum requirements for such job. Such employee will receive the rate of pay of the higher  
28 classification for all hours worked while filling such vacancy, provided, however, regardless of

1 the number of hours worked, the employee will receive the higher rate for at least the balance of  
2 the shift.

3  
4 **ARTICLE 22 - JURY DUTY**

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

7  
8 **ARTICLE 23 - SAFETY COMMITTEE**

9 A safety committee of employees and the Employer is hereby established. This  
10 committee shall consist of the Association President and/or his/her designee and may meet at  
11 least once a month with the Employer at any mutually agreeable time, for the purpose of making  
12 recommendations to the Employer. The Employer agrees to comply with all Michigan  
13 Occupational Safety and Health Act regulations that may apply to bargaining unit work or  
14 environment. In the event the Employer fails to implement a valid safety recommendation of the  
15 Association, and the Association wishes to carry the matter further, such shall become a proper  
16 subject for the final step of the grievance procedure.

17  
18 **ARTICLE 24 - EQUALIZATION OF OVERTIME HOURS**

19 Overtime hours shall be divided as equally as possible among employees in the  
20 bargaining unit.

21 Whenever overtime is required, the person with the least number of overtime hours in the  
22 bargaining unit will be called first and so on down the list in an attempt to equalize the overtime  
23 hours.

24 For the purpose of this clause, time not worked because the employee was unavailable, or  
25 did not choose to work, will be charged the average number of overtime hours of the employees  
26 working during that call-out period.

27 Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90)  
28 days from the effective date of this Agreement and 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 is subject to review at the end of each  
3 period.  
4

5 **ARTICLE 25 - WORKMEN'S COMPENSATION**

6 On-the-Job Injury: Each employee will be covered by the applicable workmen's  
7 compensation laws.  
8

9 **ARTICLE 26 - WORKING HOURS - SHIFT PREMIUM AND HOURS**

10 (a) The shift differential shall be forty cents (\$.40) per hour for all hours worked  
11 during any shift if the shift begins after 2:00 p.m. If the shift begins before 2:00 p.m., no  
12 differential shall be paid.

13 (b) Shift Hours:

14 First Shift: 7:00 or 9:00 a.m. to 3:00 or 5:00 p.m.

15 Second Shift: 3:00 p.m. to 11:00 p.m.

16 Third Shift: Shall commence after 8:00 p.m.

17 No shift shall be changed unless agreed upon by the Employer and the Union.

18 (c) The work day shall be eight (8) to ten (10) hours and the work week shall be forty  
19 (40) hours.

20 Days to be scheduled by the Sheriff.

21 (d) Employees shall be allowed thirty (30) minutes off for lunch, included in the  
22 eight-(8)-hour work day.

23 (e) Employees may take a fifteen-(15)-minute coffee break in the A.M. and also a  
24 fifteen-(15)-minute coffee break in the P.M., or the first half and second half of their regular  
25 shift, whichever may apply.

26 (f) An employee reporting for overtime shall be guaranteed at least two (2) hours' pay  
27 at the rate of time and one-half.



1 **ARTICLE 27 - SICK LEAVE**

2 All employees covered by this Agreement shall accumulate one (1) sick leave day per  
3 month, not to exceed twelve (12) days per year, with ninety (90) days maximum accumulation.  
4 One-half unused sick leave days will be paid upon severance of employment with the Employer,  
5 and upon death of an employee, one-half unused sick leave days will be paid at the prevailing  
6 rate to the employee's beneficiary. An employee while on paid sick leave will be deemed to be  
7 on continued employment for the purpose of computing all benefits referred to in this  
8 Agreement, and will be construed as days worked specifically. An employee absent because of  
9 illness for more than two (2) consecutive work days may be required to furnish a doctor's slip  
10 before returning to work.

11  
12 **ARTICLE 28 - FUNERAL LEAVE**

13 An employee shall be allowed three (3) working days with pay as funeral leave, if the  
14 funeral is local, and five (5) days if the funeral is over 300 miles away, days not to be deducted  
15 from sick leave for a death in the immediate family. Immediate family is to be defined as  
16 follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-  
17 children, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law,  
18 and grandparents.

19  
20 **ARTICLE 29 - TIME AND ONE-HALF AND DOUBLE TIME**

21 Time and on-half will be paid as follows:

- 22 (1) For all hours over eight (8) to ten (10) in one day.  
23 (2) For hours in excess of forty (40) hours per week.  
24 (3) For all hours worked on a holiday.  
25 (4) Employees will be paid at the holiday rate for all hours worked on a  
26 contractually recognized holiday. Those employees whose scheduled day  
27 off falls on a contractually recognized holiday shall be compensated at the  
28 ten-(10)-hour rate.

1 **ARTICLE 30 - HOLIDAY PROVISIONS**

2 The paid holidays are designated as: New Year's Day, President's Day, \*Memorial Day,  
3 Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after  
4 Thanksgiving, Christmas Eve, Christmas Day, one-half day on Good Friday, Easter, National  
5 Election Day, and one floating holiday to be used at officer's discretion.

6 Employees will be paid their current rate based on their regular scheduled work day for  
7 said holiday.

8 \* Denotes some other day off for working this holiday.

9  
10 **ARTICLE 31 - VACATION ELIGIBILITY**

11 An employee will earn credits toward vacation with pay in accordance with the following  
12 schedule:

13 After one (1) year of service	One (1) week
14 After two (2) years of service	Two (2) weeks
15 After five (5) years of service	Three (3) weeks
16 After ten (10) years of service	Four (4) weeks
17 One (1) additional day for each year over ten (10) years to a maximum of five (5)	
18 weeks.	

19  
20 **ARTICLE 32 - VACATION PERIOD**

21 (a) Vacation will be granted at such times that are mutually agreeable between the  
22 parties.

23 (b) When a holiday is observed by the Employer during a scheduled vacation, the  
24 vacation will be extended one day continuous with the vacation.

25 (c) A vacation may be waived by an employee and that day received as pay at the  
26 discretion of the sheriff.

27 (d) If an employee becomes ill and is under the care of a duly-licensed physician  
28 during his vacation, his vacation will be re-scheduled. The employee may be required to present  
29 a doctor's certification of such illness. In the event his incapacity continues through the year, he  
30 will be awarded payment in lieu of vacation.

1  
2 **ARTICLE 33 - PAY ADVANCE**

3 (a) If a regular payday falls during an employee's vacation, he will receive that check  
4 in advance before going on vacation, provided the employee makes the request at least two (2)  
5 weeks in advance.

6 (b) If an employee is laid off, he will receive any unused vacation credit including  
7 that accrued in the current calendar year. A current calendar year will have such credit deducted  
8 from his vacation the following year.

9 (c) Rate During Vacation: Employees will be paid their current rate based on their  
10 regular scheduled day while on vacation and will receive credit for any benefits provided for in  
11 this Agreement.  
12

13 **ARTICLE 34 - HOSPITALIZATION MEDICAL COVERAGE**

14 (a) The Employer agrees to pay the full premium for hospitalization medical coverage  
15 for the employee and his family, the plan to be Blue Cross/Blue Shield Community Blue Option  
16 1. Office visits will require a \$40.00 employee co-pay and a \$250.00 employee emergency room  
17 co-pay which is waived if the visit is a result of an accident or if visit results in a hospital  
18 admission. Physicals will be paid at the rate of \$1000.00 per year. The prescription coverage  
19 shall be tier three (3) \$10 employee co-pay for generic drugs, and \$40 employee copay for brand  
20 name; however, the County agrees to reimburse for costs exceeding \$10.00 for generic drugs and  
21 \$25.00 for brand name drugs and non-formulary drugs. This coverage shall be applied to all  
22 employees covered by the terms of this Agreement.

23 (b) The Employer agrees to pay the full premium for hospitalization medical coverage  
24 for the employee and his family during an employee's absence as the result of any injury, illness  
25 or maternity for a period of thirty (30) days.

26 (c) The Employer agrees to pay the full premium for hospitalization medical coverage  
27 for the employee and his family while the employee is laid off, for a period of thirty (30) days.

1 (d) In year 2010, the employer will pay the full cost of the premium increase. In year  
2 2011, the employees will be responsible for 50% of the insurance premium increase based on the  
3 2010 premium rates.

4 The employees maximum exposure on premium share will not exceed \$100.00 per  
5 month. In the event 2011 premiums increase to a level that brings the employee co-pay to \$50.00  
6 or more per month, the Association and the Employer agree to meet and possibly investigate  
7 alternative insurance plan(s).

8 (e) A 50/50 dental plan is in place.

9 (f) Insurance Incentive: Two hundred dollars (\$200.00) per month (minus state and  
10 federal tax if required) will be paid to employees who "opt out" of the County health plan. The  
11 employee reserves the right to "opt back" into the plan at any time.

12 (g) The Employer agrees to continue to provide coverage equal to or greater than the  
13 current coverage.

14  
15 **ARTICLE 35 - COMPUTATION OF BENEFITS**

16 All hours paid to an employee shall be considered as hours worked for the purpose of  
17 computing any of the benefits under this Agreement.

18  
19 **ARTICLE 36 - UNEMPLOYMENT INSURANCE**

20 The Employer agrees to provide, through the services of the Michigan Employment  
21 Security Commission, unemployment insurance coverage for all employees under this  
22 Agreement.

23  
24 **ARTICLE 37 - CONTRACTING AND SUB-CONTRACTING OF WORK**

25 During the term of this Agreement, the Employer shall be allowed to contract out or sub-  
26 contract work, in whole or in part, as long as it does not replace or displace bargaining unit  
27 members or reduce their hours.

1                                   **ARTICLE 38 - WORK PERFORMED BY SUPERVISORS**

2                   Supervisory employees, or non-bargaining unit members, shall be permitted to perform  
3 work within the bargaining unit as long as it does not replace or displace bargaining unit  
4 members or reduce their hours. This Article cannot be enforced if it is in violation of state or  
5 federal law.

6  
7                                   **ARTICLE 39 - DISTRIBUTION OF AGREEMENT**

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

1 **ARTICLE 40 - APPENDICES**

2 The following appendices are incorporated and made a part of this Agreement:

3 Appendix A Classification and Rates

4 Appendix B Uniform Allowance

5 Appendix C False Arrest Insurance

6 Appendix D Life Insurance

7 Appendix E Pension

8 Appendix F Authorization Form

9  
10 **ARTICLE 41 - TERMINATION AND MODIFICATION**

11 This Agreement shall continue in full force and effect until November 30, 2011.

12 (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty  
13 (60) days prior to the above termination date, give written notice prior to the current year's  
14 termination date.

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

18 (c) If notice of amendment of this Agreement has been given in accordance with the  
19 above paragraphs, this Agreement may be terminated by either party on ten (10) days' written  
20 notice of termination.

21 (d) Any amendments that may be agreed upon shall become and be a part of this  
22 Agreement without modifying or changing any of the other terms of this Agreement.

23 (e) Notice of Termination or Modification: Notice shall be in writing and shall be  
24 sufficient if sent by certified mail addressed, if to the Union, the Keweenaw County Deputy  
25 Sheriff's Association, c/o Keweenaw County Sheriff's Department, Eagle River, MI 49924; and  
26 if to the Employer, addressed to Chairman of the Board, Keweenaw County Courthouse, Eagle  
27 River, MI 49924; or to any such address as the Union or the Employer may make available to  
28 each other.  
29

ARTICLE 42 - EFFECTIVE DATE

This Agreement shall become effective as of December 1, 2009.

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

FOR THE UNION

FOR THE EMPLOYER

Wm A. Rawls

Joe G. G. G.

Randall L. Eckhoff

APPENDIX A

CLASSIFICATIONS AND RATES

12/1/08

Sergeant*** Certified	\$18.18
Deputy Sheriff (1)	\$17.89
Deputy Sheriff (2) *	\$15.95
Deputy Sheriff/Corrections Officer	\$15.39
Part-Time Deputy Sheriff **	\$16.61
Correctional Officer/Cook/Dispatcher	\$11.85

(SENIOR DEPUTY RATE: \$18.04-Adjusted to Corporal in new agreement)

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Pursuant to contract settlement, wages will be adjusted 2.50% across the board for 2010 (December 1, 2009) and 3.50% across the board for 2011 (December 1, 2010). Additionally, the Sergeants position will receive an additional adjustment of .35 cents an hour for December 2009/2010 and .45 cents an hour for December 2010/2011. The Corporal will adjust .20 cents an hour in each year as specified under Sergeant and the Corrections/Cook /Dispatcher will adjust .50 cents an hour in each year as specified under Sergeant.

	<u>Dec 09/2010:</u>	<u>Dec 10/2011</u>
Sergeant:	\$18.98	\$20.09
Corporal:	\$18.69	\$19.54
Deputy 1:	\$18.34	\$18.98
Deputy 2: (less 12 months)	\$16.35	\$16.92
Correctional Officer/Cook/Dispatcher:	\$12.65	\$13.59

\*Deputy Curt Pennala will receive 6 month adjustment (\$17.82) and will then adjust to 2010 Deputy 1 step at one year anniversary.

**Part-Time Deputy:**

- 1) Less than 5 years experience, pay range will be no less than \$14.00 an hour and no more than \$16.00 an hour. The rate of pay will be set by the Sheriff and based on experience, qualifications, and economic condition of the County.



- 2) 5-10 years experience: Range of pay \$16.00 to \$17.00 and set under the same terms cited in paragraph 1.
- 3) 10 plus years experience: Range of pay \$17.00 up to Deputy 1 and set under the same terms cited in paragraph 1.

\*\*\* There may only be one Sergeant in the Department at any one time. To be qualified for the position of Sergeant the Deputy Sheriff must have at least three years longevity with the Keweenaw County Sheriff's Department. In the event that no Deputy has three years longevity with the Department and the Sheriff deems it necessary to have a Sergeant, the three-year limitation shall not apply. The designation of Sergeant shall be made by the Sheriff and shall be solely within the Sheriff's prerogative.

The Employer shall hire one additional deputy during the 4-month summer period as determined by the Sheriff. The rate of pay shall be \$.20 per hour less than the Deputy Sheriff rate.

There will be an additional \$.40 per hour shift differential.

**APPENDIX B**

UNIFORM ALLOWANCE

Deputy Sheriff/Sergeant: \$600.00 per year.

Correctional/Cook/Dispatcher: \$300.00 per year.

The employer shall provide said monies per year for each employee uniform allowance. The money will be payable to the employee providing the employee satisfies the Sheriff that at least that amount has been utilized for the purchase and maintenance of uniforms.

**APPENDIX C**

FALSE ARREST INSURANCE

The Employer shall provide, fully paid, false arrest insurance for all employees covered by this Agreement, through the National Sheriff's Association.

**APPENDIX D**

LIFE INSURANCE

The Employer shall provide a \$5,000.00 term life insurance policy for all employees covered by this Agreement at no cost to the employee.

**APPENDIX E**

PENSION

Effective 4/1/98, the Employer shall provide as a pension plan, the B2 with a F 50, 25 rider funded by the Employer. The employee is required to pay a 2% contribution toward this pension plan. Effective 3/31/01, the employee is required to pay a 1% contribution toward this pension plan.

Effective July of 2005, pension amended to B-3 F 50/25 with a (total) Employee contribution of 3.05%. (Memorialized in a side letter dated 04/05/05).

**APPENDIX F**  
**AUTHORIZATION FORM**

TO:  
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

- ( ) An amount established by the Association as monthly dues,  
or
- ( ) An amount equivalent to monthly Association dues , which is established as a service fee.

The amount deducted shall be paid to Keweenaw County Deputy Sheriff's Association.

By \_\_\_\_\_

Print Last Name	First Name		
Address	Zip Code	Telephone	
Department	Classification		

(b) When Deductions Begin.

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Association with a list for whom dues have been deducted as soon as possible after the first payday of the current month.

(d) Termination of Check-off.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative of the Local Association, and if not resolved may be decided at the final step of the Grievance Procedure.