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4/1/98

Agreement between the

KEWEENAW COUNTY BOARD OF COMMISSIONERS

and the

**KEWEENAW COUNTY DEPUTY SHERIFF'S
ASSOCIATION**

Keeweenaw County

Effective: April 1, 1997
Expiration: April 1, 1998
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AGREEMENT

This Agreement entered into on this first day of April 1, 1997, between the Keweenaw County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and Keweenaw County Deputy Sheriff's Association (hereinafter referred to as the "UNION").

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

PURPOSE AND INTENT

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

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

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.

The Employer and the employees shall meet once per month to discuss problems and answer questions affecting the Sheriff's Department and its relationship to the County Board so as to promote working harmony. Meetings shall be held on the evening of the second Monday of each month unless otherwise agreed to by the parties.

ARTICLE 1. RECOGNITION Employees Covered.

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 Sheriff's Department employees but excluding Matron (Sheriff's wife) and Supervisors, and Marine Deputies.

1 ARTICLE 2. AID TO OTHER UNIONS.

2 The Employer will not aid, promote or finance any labor group or organization which
3 purports to engage in collective bargaining or make any agreement with any such group or
4 organization for the purpose of undermining the Union.
5

6 ARTICLE 3. DUES CHECK-OFF.

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

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

20 (c) The Employer agrees to provide this service without charge to the union.

21 (d) See Attached.
22

23 ARTICLE 4. REMITTANCE OF DUES AND FEES.

24 (a) When Deductions Begin.

25 Check-off deductions under all properly executed authorization for check-off shall
26 become effective at the time the application is signed by the employee and shall be deducted from
27 the first pay period of the month and each month thereafter.

1 (b) Remittance of Dues to Wisconsin Professional Police Association.

2 Deductions for any calendar month shall be remitted to the Wisconsin Professional
3 Police Association, 7 N. Pinckney Street Suite 220, Madison, WI 53703, with an alphabetical list
4 of names and addresses of all employees from whom deductions have been made no later than ten
5 (10) days 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 through
8 a change in their employment status, are no longer subject to deductions and further advise said
9 Wisconsin Professional Police Association by submission of an alphabetical list of all new hires
10 since the date of submission of the previous month's remittance of dues.

11
12 ARTICLE 5. UNION REPRESENTATION.

13 (a) Stewards, Alternate Stewards and Association President.

14 The employees covered by this Agreement will be represented by one steward. The
15 Union shall have the exclusive right to assign said steward.

16 (1) The Employer will be notified of the names of the alternate steward who
17 would serve only in the absence of a regular steward.

18 (2) The steward, during his working hours, without loss of time, or pay, may
19 investigate and present grievances to the Employer 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 grievances to the Employer
22 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 one negotiating committee member.

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

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

1 ARTICLE 6. SPECIAL CONFERENCES.

2 (a) Special conferences for important matters will be arranged between the
3 Association President and the Employer or its designated representative upon the request of either
4 party. Such meetings shall be between at least two representatives of the Union and two
5 representatives of Management. Arrangements for such special conferences shall be made in
6 advance and an agenda of the matters to be taken up at the meeting shall be presented at the time
7 the conference is requested. Matters taken up in special conference shall be confined to those
8 included in the agenda. Conferences shall be held at a time mutually agreeable to both parties.
9 The members of the Union shall not lose time or pay for time spent in such, special conferences.
10 This meeting may be attended by representatives of the Wisconsin Professional Police
11 Association.

12 (b) The Union representatives may meet on the Employer's property for at least one-
13 half hour immediately preceding the conference.
14

15 ARTICLE 7. GRIEVANCE PROCEDURE.

16 It is the intent of the parties to this Agreement that the grievance procedure set forth
17 herein shall serve as a means for a peaceful settlement of disputes that may arise between them as
18 to the application and interpretation of this Agreement or other conditions of employment. In
19 order to be a proper matter for the grievance procedure, the grievance must be presented within
20 thirty (30) working days of the employee's knowledge of its occurrence. The Employer will
21 answer, in writing, any grievance presented to it, in writing, by the Union.

22 Step (1): Any employee having a grievance shall present it to the Employer as follows:

- 23 (a) If an employee feels he has a grievance, he shall discuss the grievance with
24 the steward.
- 25 (b) The steward may discuss the grievance with the immediate supervisor.
- 26 (c) If the matter is thereby not disposed of, it will be submitted in written form
27 by the steward to the immediate supervisor. Upon receipt of the grievance
28 the supervisor shall sign and date the steward's copy of the grievance.
29

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

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

8 Step (3): (a) If the answer at STEP 2 is not satisfactory, and the Union wishes to
9 carry it further, the Association President shall refer the matter to
10 the Wisconsin Professional Police Association.

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

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

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

1 in the Union's favor, the Employer shall pay the full cost of
2 arbitration.

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

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

15 (g) Any grievance not appealed by the Union within the time limits
16 shall be deemed settled on the basis of the Employer's last answer
17 provided no extension of time has been granted.

18
19 ARTICLE 8. DISCHARGE AND SUSPENSION.

20 (a) Notice of Discharge and Suspension.

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

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

1 (c) Appeal of Discharge or Suspension.

2 Should the discharged or suspended employee and/or the steward consider the
3 discharge or suspension to be improper, it shall be submitted to the final step of the grievance
4 procedure.

5 (d) Use of Past Record.

6 In imposing any discipline or discharge on a current charge, the Employer will not
7 take into account any prior infractions which occurred more than two (2) years previously.

8
9 ARTICLE 9. SENIORITY, Probationary Employees.

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

15 (b) The Union shall represent probationary employees for the purpose of collective
16 bargaining in respect to rates of pay, wages, hours of employment, and other conditions of
17 employment as et forth in ARTICLE (1) of this Agreement, except discharged and disciplined
18 employees for other than union activity.

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

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

25 ARTICLE 10. SENIORITY LISTS.

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

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

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

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ARTICLE 13. RECALL PROCEDURE.

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

ARTICLE 14. TRANSFERS Transfer of Employees.

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

ARTICLE 15. JOB POSTINGS AND BIDDING PROCEDURES.

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

- 1. His desire to remain on the job.
- 2. His ability to perform the job.

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

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

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

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

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

13 14 ARTICLE 16. VETERANS, Reinstatement Of.

15 The re-employment rights of employees and probationary employees will be in accordance
16 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 date
22 of this Agreement.

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

1 ARTICLE 25. WORKMEN'S COMPENSATION, On-the-Job Injury.

2 Each employee will be covered by the applicable workmen's compensation laws.

3
4 ARTICLE 26. WORKING HOURS. Shift Premium and Hours.

5 (a) The shift differential shall be twenty-five cents (\$.25) per hour for all hours worked
6 during any shift if the shift begins after 4:00 p.m. If the shift begins before 4:00 p.m. no
7 differential shall be paid.

8 (b) Shift Hours:

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

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

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

12
13 No shift shall be changed unless agreed upon by the Employer and the Union.

14 (c) Work day shall be eight (8) hours and the work week shall be forty (40) hours.
15 Days to be scheduled by the Sheriff.

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

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

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

23 ARTICLE 27. SICK LEAVE.

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

1 ARTICLE 28. FUNERAL LEAVE.

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

7
8 ARTICLE 29. TIME AND ONE-HALF AND DOUBLE TIME.

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

- 10 1. For all hours over eight (8) in one day.
11 2. For hours in excess of forty (40) hours per week.
12 3. For all hours worked on a holiday.

13
14 ARTICLE 30. HOLIDAY PROVISIONS,

15 (a) The paid holidays are designated as: New Year's Day, President's Day, *Memorial
16 Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day,
17 Christmas Day, one-half day on Good Friday, Easter, National Election Day, and all State and
18 Federal Holidays excluding Washington's Birthday and Lincoln's Birthday.

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

21 *Denotes some other day off for working this holiday.

22
23 ARTICLE 31. VACATION ELIGIBILITY.

24 An employee will earn credits toward vacation with pay in accordance with the following
25 schedule:

26	After one (1) year of service	1 week
27	After two (2) years of service	2 weeks
28	After five (5) years of service	3 weeks
29	After ten (10) years of service	4 weeks

1 for the employee and his family during an employee's absence as the result of any injury, illness or
2 maternity for a period of thirty (30) days.

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

5 (d) If the health insurance deductible is increased, the Employer will assume the
6 deductible in excess of \$100 per employee.

7 (e) With the PPO plan a 50/50 dental plan is in place.
8

9 ARTICLE 35. COMPUTATION OF BENEFITS.

10 All hours paid to an employee shall be considered as hours worked for the purpose of
11 computing any of the benefits under this Agreement.
12

13 ARTICLE 36. UNEMPLOYMENT INSURANCE.

14 The Employer agrees to provide, through the services of the Michigan Employment
15 Security Commission, unemployment insurance coverage for all employees under this Agreement.
16

17 ARTICLE 37. CONTRACTING AND SUB-CONTRACTING OF WORK.

18 During the term of this Agreement the Employer shall be allowed to contract out or sub-
19 contract work, in whole or in part as long as it does not replace or displace bargaining unit
20 members or reduce their hours.
21

22 ARTICLE 38. WORK PERFORMED BY SUPERVISORS.

23 Supervisory employees, or non-bargaining unit members, shall be permitted to perform
24 work within the bargaining unit as long as it does not replace or displace bargaining unit members
25 or reduce their hours. This ARTICLE cannot be enforced if it is in violation of State or Federal
26 law.

27 ARTICLE 39. DISTRIBUTION OF AGREEMENT.

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

ARTICLE 42. EFFECTIVE DATE.

This Agreement shall become effective as of April 1, 1997.

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





APPENDIX A
CLASSIFICATIONS AND RATES

4/1/97

Deputy Sheriff Certified: 12.00

Sergeant* Certified 12.00

* 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 \$.25 per hour shift differential.

APPENDIX B
UNIFORM ALLOWANCE

The Employer shall provide \$400.00 per year for each employee for 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 1/1/87 the Employer shall pay an additional 2.0% towards the employee's pension. The employee is required to pay a 1% contribution toward this pension plan.

APPENDIX F
RETROACTIVITY

The contract expiration date shall be April 1, 1998 and it is further understood that the 1997 wage improvement in the new Agreement between the parties shall be retroactive to April 1, ~~1995~~ 1997

The County Board promises to change the Retirement plan for the unit to a B2 plan with a F-50-25 rider from the existing C1 (old) plan within the next contract year. The board will have a actuary study done before next negotiations, and the percentage paid for the new plan by the board and the unit will be negotiated at the next regular contract negotiations in 1998.