4/1/98

Keweenaw County

Agreement between the

KEWEENAW COUNTY BOARD OF COMMISSIONERS

and the

KEWEENAW COUNTY DEPUTY SHERIFF'S ASSOCIATION

Effective:

April 1, 1997

Expiration:

April 1, 1998

Reopener: February 1, 1998

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1	AGREEMENT		
2			
3	This Agreement entered into on this first day of April 1, 1997, between the Keweenaw		
4	County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and		
5	Keweenaw County Deputy Sheriff's Association (hereinafter referred to as the "UNION").		
6	(NOTE: The headings used in this Agreement and exhibits neither add to nor		
7	subtract from the meaning, but are for reference only.)		
8			
9	PURPOSE AND INTENT		
0	The general purpose of this Agreement is to set forth terms and conditions of employment		
1	and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the		
2	employees and the Union.		
3	The parties recognize that the interest of the community and the job security of the		
.4	employees depend upon the Employer's success in establishing a proper service to the community.		
.5	To these ends the Employer and the Union encourage to the fullest degree friendly and		
.6	cooperative relations between the respective representatives at all levels and among all employees		
.7	The Employer and the employees shall meet once per month to discuss problems and		
8	answer questions affecting the Sheriff's Department and its relationship to the County Board so as		
9	to promote working harmony. Meetings shall be held on the evening of the second Monday of		
20	each month unless otherwise agreed to by the parties.		
21			
22	ARTICLE 1. RECOGNITION Employees Covered.		
23	Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts		
24	of 1965, as amended, the Employer does hereby recognize the Union as the exclusive		
25	representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of		
26	employment, and other conditions of employment for the term of this Agreement of all employees		
27	of the Employer included in the bargaining unit described below:		
28	All Sheriff's Department employees but excluding Matron (Sheriff's wife) and		

29

Supervisors, and Marine Deputies.

ARTICLE 2. AID TO OTHER UNIONS.

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

ARTICLE 3. DUES CHECK-OFF.

- (a) The Employer agrees to deduct from the wages 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 Paragraph D), provided, that the 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 contract and may be revoked only by written notice given during the period thirty (30) immediately prior to expiration of this contract. The termination must be given both to the employer and the union.
- (b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the local union. Each employee and the union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer 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.
 - (c) The Employer agrees to provide this service without charge to the union.
 - (d) See Attached.

ARTICLE 4. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin.

Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the 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.		
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 fol	owing the date on which they were deducted.		
6	(c)	The Employer shall additionally indicate the amount deducted and notify the		
7	Wisconsin Pr	ofessional Police Association of the names and addresses of employees, who through		
8	a change in t	heir employment status, are no longer subject to deductions and further advise said		
9	Wisconsin Pr	rofessional Police Association by submission of an alphabetical list of all new hires		
10	since the dat	e 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 h	ave 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 a	nd present grievances to the Employer during working hours.		
20		(3) The Association President shall be allowed the necessary time off during		
21	working hou	rs without loss of time, or pay, to investigate and present grievances to the Employer		
22	in accordance	e with the grievance procedure.		
23	(b)	Union Bargaining Committee.		
24		(1) Employees covered by this Agreement will be represented in negotiations		
25	by one nego	tiating 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.			

ARTICLE 6.	SPECIAL	CONFERENCES
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(:	Special conferences for important matters will be arranged between the
Associat	on President and the Employer or its designated representative upon the request of either
party. S	uch meetings shall be between at least two representatives of the Union and two
represent	tatives of Management. Arrangements for such special conferences shall be made in
advance	and an agenda of the matters to be taken up at the meeting shall be presented at the time
the confe	erence is requested. Matters taken up in special conference shall be confined to those
included	in the agenda. Conferences shall be held at a time mutually agreeable to both parties.
The men	abers of the Union shall not lose time or pay for time spent in such, special conferences.
This mee	ting may be attended by representatives of the Wisconsin Professional Police
Associat	ion.

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

ARTICLE 7. GRIEVANCE PROCEDURE.

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

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

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

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 shall file a			
Demand for Arbitration in accordance with the American		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 Onion's lavor, 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		AR	TICLE 8. DISCHARGE AND SUSPENSION.
20	(a)	Notice of Di	scharge 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 discharg	ed 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 b	efore he is requ	ired 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 an	d 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 acc	ount 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 th	ne 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 fo	or 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 emplo	oyee.				
28	(b)	The seniority list on the date of this Agreement will show the date of hire, names				

(c)

29

30

31

The Employer will keep the seniority list up to date at all times and will provide

and job titles of all employees of the unit entitled to seniority.

the Association President with up-to-date copies at least every six (6) months.

1	ARTICLE II. LOSS OF SENIORITY.		
2	An employee shall lose his seniority for the following reasons only:		
3	(a) He quits.		
4	(b) He is discharged and the discharge in not reversed through the procedure		
5	set forth in this Agreement.		
6	(c) He is absent for five (5) consecutive working days without notifying the		
7	Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send		
8	written notification to the employee as his last-known address that he has lost his seniority, and		
9	his employment has been terminated. If the disposition made of any such case is not satisfactory,		
10	the matter shall be referred to the final step of the grievance procedure.		
11	(d) If he does not return to work when recalled from layoff as set for in the		
12	recall procedure. In proper cases, exceptions shall be made.		
13	(e) Return from sick leave and leaves of absence will be treated the same as (c		
14	above.		
15			
16	ARTICLE 12. LAYOFF DEFINED.		
17	(a) The word, "layoff" means a reduction in the work force due to a decrease of work		
18	(b) In the event it becomes necessary for a layoff the Employer shall meet with the		
19	proper union representatives at least three (3) weeks prior to the effective date of layoff. At such		
20	meeting the Employer shall submit a list of the number of employees scheduled for layoff, their		
21	names, seniority, job titles and work locations. If the results of such meeting are not conclusive,		
22	the matter shall become a proper subject for the final step of the grievance procedure.		
23	(c) When a layoff takes place, employees not entered on the seniority list shall be laid		
24	off first. Thereafter, employees having seniority shall be laid off in the inverse order of their		
25	seniority, i.e., the least-senior employee on the seniority list being laid off first.		
26	(d) Employees to be laid off will receive at least fourteen (14) calendar days' advance		
27	notice of their layoff.		
28	(e) During a layoff there shall be no scheduled overtime.		

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

- shall furnish the Association President with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Association President with a copy of the list of names of those employees who applied for the job and thereafter notify the Association President as to who was awarded the job.
 - (c) During the four-week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
 - (d) During the trial period employees will receive the rate of the job they are performing.
 - (e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE 16. VETERANS, Reinstatement Of.

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

ARTICLE 17. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid only their regular reserve pay when they are on full time active duty in the Reserve or National Guard. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

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	 Serving in any elected or appointed position, public or union. 		
5	 Illness leave (physical, maternity, or mental). 		
6	 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 Union selected to attend a function of the Union shall be allowed		
13	time off without loss of time or pay to attend.		
14			
15	ARTICLE 19. UNION BULLETIN BOARDS.		
16	The Union may use existing bulletin boards for posting notices pertaining to Union		
17	business.		
18	ARTICLE 20. RATES FOR NEW JOBS.		
19	When a new job is created the Employer will notify the Union of the classification and rate		
20	structure prior to its becoming effective. In the event the Union does not agree that the		
21	classification and rate are proper, it shall be subject to negotiations.		
22			
23	ARTICLE 21. TEMPORARY ASSIGNMENTS.		
24	Temporary assignments for the purpose of filling vacancies of employees who are on		
25	vacation, absent because of illness, etc., will be granted to the senior employee who meets the		
26	minimum requirements for such job. Such employee will receive the rate of pay of the higher		
27	classification for all hours worked while filling such vacancy, provided, however, regardless of		
28	number of hours worked the employee will receive the higher rate for at least the balance of the		

shift.

ARTICLE 22. JURY DUTY.

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

ARTICLE 23. SAFETY COMMITTEE

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

ARTICLE 24. EQUALIZATION OF OVERTIME HOURS.

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

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

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

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

Overtime hours will be computed from January 1, through December 31, each year.

Excess overtime hours will be carried over each year and is subject to review at the end of each period.

1	ARTICLE 25. WORKMEN'S COM	IPENSATION, On-the-Job Injury.		
2	Each employee will be covered by the appl	icable workmen's compensation laws.		
3				
4	ARTICLE 26. WORKING HOU	RS. Shift Premium and Hours.		
5	(a) The shift differential shall be twent	y-five cents (\$.25) per hour for all hours worked		
6	during any shift if the shift begins after 4:00 p.m. I	f the shift begins before 4:00 p.m. no		
7	differential shall be paid.			
8	(b) Shift Hours:			
9 10 11 12	First Shift: 7:00 or 9:00 a.m. to Second Shift: 3:00 p.m. to 11:00 p.m.	p.m. er 8:00 p.m.		
13	No shift shall be changed unless agreed up			
14		and the work week shall be forty (40) hours.		
15	Days to be scheduled by the Sheriff.			
16	and an	(30) minutes off for lunch, included in the eight		
17	(8) hour work day.			
18		minute coffee break in the A.M. and also a		
19	fifteen (15) minute coffee break in the P.M., or th	e first half and second half of their regular shift,		
20	whichever may apply.			
21	(f) An employee reporting for overting	e 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, v	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 comput	ing 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		

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. 2. For hours in excess of forty (40) hours per week. 11 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. An employee will earn credits toward vacation with pay in accordance with the following 24 schedule: 25 26 After one (1) year of service 1 week 27 2 weeks After two (2) years of service 28 After five (5) years of service 3 weeks 4 weeks 29 After ten (10) years of service

1	ARTICLE 32. VACAT	ION PERIOD.		
2	(a) Vacation will be granted at such times	that are mutually agreeable between the		
3	parties.	0		
4	(b) When a holiday is observed by the Em	ployer during a scheduled vacation, the		
5	vacation will be extended one day continuous with the vacation.			
6	(c) A vacation may be waived by an emplo	oyee and that day received as pay at the		
7	discretion of the sheriff.			
8	(d) If an employee becomes ill and is unde	r the care of a duly-licensed physician during		
9	his vacation, his vacation will be re-scheduled. The employee may be required to present a			
10	doctor's certification of such illness. In the event his incapacity continues through the year, he will			
11	be awarded payment in lieu of vacation.			
12				
13	ARTICLE 33. PAY	ADVANCE.		
14	(a) If regular pay day falls during an emplo	oyee's vacation, he win receive that check in		
15	advance before going on vacation, provided the employee makes the request at least two (2)			
16	weeks in advance.			
17	(b) If an employee is laid off he will receive	e any unused vacation credit including that		
18	accrued in the current calendar year. A current calendar	accrued in the current calendar year. A current calendar year will have such credit deducted from		
19	his vacation the following year.			
20	(c) Rate During Vacation: Employees will	be paid their current rate based on their		
21	regular scheduled day while on vacation and will receive credit for any benefits provided for in			
22	this Agreement.			
23				
24	ARTICLE 34. HOSPITALIZATION	N MEDICAL COVERAGE.		
25	(a) The Employer agrees to pay the full pr	remium for hospitalization medical coverage		
26	for the employee and his family, the plan to be Blue Cross/Blue Shield PPO Plan with Master			
27	Medical Rider. This coverage shall be applied to all employees covered by the terms of this			
28	Agreement.			
29	(b) The Employer agrees to pay the full pr	remium for hospitalization medical coverage		

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.		

1	ARTICLE 40. APPENDICES.			
2	The following appendices are incorporated and made a part of this Agreement:			
3	Appendix A		sification and Rates	
4	Append	lix B Unit	forms or Uniform Allowance	
5	Append	lix C Fals	e Arrest Insurance	
6	Append	lix D Life	Insurance	
7	Append	dix E Pens	sion	
8	Append	lix F Retr	roactivity	
9				
10	ARTICLE 41. TERMINATION AND MODIFICATION.			
11	This Agreement shall continue in full force and effect until April 1, 1998.			
12	(a)	If either party desires to ar	nend and/or terminate this Agreement, it shall sixty (60)	
13	days prior to the above termination date, give written notice prior to the current year's termination			
14	date.			
15	(b)	If neither party shall give s	uch 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 10 days' written notice of			
20	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	Sheriffs Association, c/o Keweenaw County Sheriff's Department, Eagle River, MI 49924; and if			
26	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			

each other.

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
~ m A Light	Tyle & Beterson

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.

Their 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.