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4/1/2001

Agreement between the

KEWEENAW COUNTY BOARD OF COMMISSIONERS

and the

KEWEENAW COUNTY DEPUTY SHERIFF'S
ASSOCIATION

Keeweenaw County

Effective: April 1, 2000
Expiration: April 1, 2001
Reopener: February 1, 2001

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AGREEMENT

This Agreement entered into on this first day of April 1, 2000, 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 (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 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.

29

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 ARTICLE 16. VETERANS, Reinstatement Of.

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

17 ARTICLE 17. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

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

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 forty cents (\$.40) 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.

ARTICLE 32. VACATION PERIOD.

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

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

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

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

ARTICLE 33. PAY ADVANCE.

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

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

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

ARTICLE 34. HOSPITALIZATION MEDICAL COVERAGE.

(a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross/Blue Shield PPO Plan with Master Medical Rider. This coverage shall be applied to all employees covered by the terms of this Agreement.


(b) The Employer agrees to pay the full premium for hospitalization medical coverage

ARTICLE 42. EFFECTIVE DATE.


This Agreement shall become effective as of April 1, 2000.

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

4/1/00

Sergeant*** Certified	\$13.70
Deputy Sheriff (1)	\$13.45
Deputy Sheriff (2) *	\$12.19
Part Time Deputy Sheriff **	\$12.45

* Deputy (2) is a Deputy with less than one year seniority:

pay rate for Deputy Sheriff (2) is \$1.50 less per hour than Deputy Sheriff (1) for first 120 days (probationary period)

pay rate for Deputy Sheriff (2) is \$1.00 less per hour than Deputy Sheriff (1) for first 120 days to 180 days

pay rate for Deputy Sheriff (2) is \$0.50 less per hour than Deputy Sheriff (1) for first 180 days to 1 year anniversary date

Deputy Sheriff (2) becomes a Deputy Sheriff (1) after 1 year anniversary date

(All rates for Deputy Sheriff [2] based on current contract rate for Deputy Sheriff [1])

** Part time Deputy Sheriff was based at \$1.00 less per hour than Deputy Sheriff (1) rate for current contract.

*** 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

The Employer shall provide \$550.00 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 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.