Agreement between the

# KEWEENAW COUNTY BOARD OF COMMISSIONERS

and the

# KEWEENAW COUNTY DEPUTY SHERIFF'S ASSOCIATION

Effective:

April 1, 2000

Expiration:

April 1, 2001

Reopener: February 1, 2001

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1	AGREEMENT		
2			
3	This Agreement entered into on this first day of April 1, 2000, 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		
10	The general purpose of this Agreement is to set forth terms and conditions of employment		
11	and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the		
12	employees and the Union.		
13	The parties recognize that the interest of the community and the job security of the		
14	employees depend upon the Employer's success in establishing a proper service to the community.		
15	To these ends the Employer and the Union encourage to the fullest degree friendly and		
16	cooperative relations between the respective representatives at all levels and among all employees		
17	The Employer and the employees shall meet once per month to discuss problems and		
18	answer questions affecting the Sheriff's Department and its relationship to the County Board so as		
19	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)	Rem	ittance of Dues to Wisconsin Professional Police Association.
2		Ded	uctions 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 lis		
4	of names and addresses of all employees from whom deductions have been made no later than to		
5			the date on which they were deducted.
6	(c)	The	Employer shall additionally indicate the amount deducted and notify the
7	Wisconsin Pr	rofessio	onal Police Association of the names and addresses of employees, who through
8			ployment status, are no longer subject to deductions and further advise said
9			onal Police Association by submission of an alphabetical list of all new hires
10			omission of the previous month's remittance of dues.
11			
12			ARTICLE 5. UNION REPRESENTATION.
13	(a)	Stew	ards, 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 ar	nd pres	ent grievances to the Employer during working hours.
20		(3)	The Association President shall be allowed the necessary time off during
21	working hour	s with	out loss of time, or pay, to investigate and present grievances to the Employer
22	in accordance with the grievance procedure.		
23	(b)	Unio	n Bargaining Committee.
24		(1)	Employees covered by this Agreement will be represented in negotiations
25	by one negoti	iating c	ommittee member.
26		(2)	All bargaining by the parties shall commence at a time mutually
27	agreeable to b	ooth pa	•
28	197	(3)	Members of the bargaining committee shall be paid by the Employer for all
29	hours lost in a	negotia	

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		

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the supervisor shall sign and date the steward's copy of the grievance.

1	in	the Union's favor, the Employer shall pay the full cost of	
2	ar	bitration.	
3	(e) A	grievance may be withdrawn without prejudice and if so	
4	w	ithdrawn all financial liabilities shall be cancelled. If the grievance	
5	is	reinstated, the financial liability shall date only from the date of	
6	ге	instatement. If the grievance is not reinstated within thirty (30)	
7	w	orking days from the date of withdrawal, the grievance shall not	
8	be	e reinstated. When one or more grievances involve a similar issue,	
9	th	ose grievances may be withdrawn without prejudice pending the	
10	đi	sposition of the appeal of the representation case. In such event,	
11		e withdrawal without prejudice will not affect financial liability.	
12	(f) As	ny grievance not answered within the time limits by the Employer	
13	sh	all be deemed settled on the basis of the Union's original demand,	
14	pr	ovided no extension of time has been granted.	
15	(g) Aı	ny grievance not appealed by the Union within the time limits	
16	sh	all be deemed settled on the basis of the Employer's last answer	
17	pr	ovided no extension of time has been granted.	
18			
19	ARTICL	E 8. DISCHARGE AND SUSPENSION.	
20	(a) Notice of Dischar	rge and Suspension.	
21	The Employer ag	rees, 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		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.		

#### 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.

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# 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.
  - 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

- (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.

## 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.

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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 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 10 11	First Shift: 7:00 or 9:00 a.m. to 3:00 or 5:00 p.m.  Second Shift: 3:00 p.m. to 11:00 p.m.  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' pa		
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		

returning to work.

# ARTICLE 28. FUNERAL LEAVE. An employee shall be allowed three (3) working days with pay as funeral leave, if funeral is local and five (5) days if funeral is over 300 miles away, days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, stepchildren, mother-inlaw, father-in-law, son-in--law, daughter-in-law, sister-in-law, brother-in-law, and grandparents. ARTICLE 29. TIME AND ONE-HALF AND DOUBLE TIME. Time and on-half will be paid as follows: For all hours over eight (8) in one day. 1. 2. For hours in excess of forty (40) hours per week. 3. For all hours worked on a holiday. ARTICLE 30. HOLIDAY PROVISIONS, The paid holidays are designated as: New Year's Day, President's Day, \*Memorial (a) Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, one-half day on Good Friday, Easter, National Election Day. Employees will be paid their current rate based on their regular scheduled work day for said holiday. \*Denotes some other day off for working this holiday. ARTICLE 31. VACATION ELIGIBILITY. An employee will earn credits toward vacation with pay in accordance with the following schedule: 1 week After one (1) year of service 2 weeks After two (2) years of service 3 weeks After five (5) years of service 4 weeks After ten (10) years of service

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One (1) additional day for each year over ten (10) years to a maximum of five (5) weeks.

1		ARTICLE 32. VACATION PERIOD.
2	(a)	Vacation will be granted at such times that are mutually agreeable between the
3	parties.	
4	(b)	When a holiday is observed by the Employer during a scheduled vacation, the
5	vacation will b	be extended one day continuous with the vacation.
6	(c)	A vacation may be waived by an employee and that day received as pay at the
7	discretion of t	the sheriff.
8	(d)	If an employee becomes ill and is under 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
0	doctor's certif	fication of such illness. In the event his incapacity continues through the year, he will
1	be awarded p	ayment in lieu of vacation.
12		
13		ARTICLE 33. PAY ADVANCE.
14	(a)	If regular pay day falls during an employee's vacation, he win receive that check in
15	advance befo	re going on vacation, provided the employee makes the request at least two (2)
16	weeks in adv	
17	(b)	If an employee is laid off he will receive any unused vacation credit including that
18	accrued in th	e current calendar year. A current calendar year will have such credit deducted from
19		the following year.
20	(c)	Rate During Vacation: Employees will be paid their current rate based on their
21	regular schee	duled day while on vacation and will receive credit for any benefits provided for in
22	this Agreem	ent.
23		
24		ARTICLE 34. HOSPITALIZATION MEDICAL COVERAGE.
25	(a)	The Employer agrees to pay the full premium for hospitalization medical coverage
26	for the empl	oyee and his family, the plan to be Blue Cross/Blue Shield PPO Plan with Master
27	Medical Rid	er. 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 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
Com Admostka	Tyle ed Geteron

# 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.

Their 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.