

Agreement between the

BARAGA COUNTY BOARD OF COMMISSIONERS

and the

BARAGA COUNTY CORRECTIONAL OFFICERS
ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE

RELATIONS DIVISION

January 1, 2009 - December 31, 2011

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1 **AGREEMENT**

2 This Agreement entered into on this 1st day of January 2009 between the Baraga County
3 Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Baraga County
4 Correctional Officer's Association (hereinafter referred to as the "ASSOCIATION").

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

7 **PURPOSE AND INTENT:** The general purpose of this Agreement is to set fourth terms
8 and conditions of employment, and to promote orderly and peaceful labor relations for the
9 mutual interest of the Employer, the employees and the Association.

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

13 To these ends, the Employer and the Association encourage to the fullest degree friendly
14 and cooperative relations between the respective representatives at all levels and among all
15 employees.

16 **Management Rights:**

17 The Employer has the right to manage the work force but shall not be in violation of the
18 provisions of this Agreement.

19
20 **1. RECOGNITION**

21 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts
22 of 1965, as amended, the Employer does hereby recognize the Association as the exclusive
23 representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of
24 employment, and other conditions of employment for the term of this Agreement of all
25 employees of the Employer including in the bargaining unit described below:

26 ALL REGULAR, FULL-TIME AND PART-TIME CORRECTIONAL
27 DEPUTIES/911 DISPATCHERS OF THE BARAGA COUNTY
28 SHERIFF DEPARTMENT.

29 Whenever reference is made to the male gender, the female gender shall be implied.

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2. AID TO OTHER ASSOCIATIONS

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 Association.

3. ASSOCIATION SECURITY

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association for the duration of the Agreement, on or before the thirtieth (30th) following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Association for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee – (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e) Employees shall be deemed to be members of the Association within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

1 **4. ASSOCIATION DUES AND INITIATION FEES**

2 (a) Payment by Check-off:

3 Employees shall tender the initiation fee and monthly membership dues by
4 signing the Authorization for Checkoff of Dues form.

5 Check-off Forms: During the life of this Agreement and in accordance with the
6 terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer
7 agrees to deduct Association membership dues levied in accordance with the Constitution and
8 By-laws of the Association from the pay of each employee who executes or has executed the
9 following Authorization for Check-off of Dues form:

10
11 **AUTHORIZATION FORM**

12 TO:

13 Employer

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

- 15 (1) An amount established by the Association as monthly dues,
- 16 or
- 17 (2) An amount equivalent to monthly Association dues, which is established as a
- 18 service fee.

19
20 The amount deducted shall be paid to Baraga County Correctional Officer's Association.

21
22 By _____

23 Print Last Name First Name

24
25 _____
26 Address Zip Code Telephone

27
28 _____
29 Department Classification

30
31 (b) When Deductions Begin:

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

4 (c) Remittance of Dues to Financial Officer:

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

8 (d) Termination of Check-off:

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

13 (e) Disputes Concerning Membership:

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

17
18 **5. ASSOCIATION REPRESENTATION**

19 It is mutually recognized that the principal of proportional representation which reflects
20 the increase and decrease in the work force is a sound and sensible basis for determining proper
21 representation.

22
23 **6. ASSOCIATION REPRESENTATIVE**

24 **AND ALTERNATE ASSOCIATION REPRESENTATIVE**

25 The Association Representatives, during their working hours, without loss of time or pay,
26 shall investigate and present grievances to the Employer.

1 **7. SPECIAL CONFERENCES**

2 (a) Special conferences for important matters will be arranged between the Local
3 President and the Employer or its designated representative upon the request of either party. Such
4 meetings shall be between at least two (2) representatives of the Association and two (2)
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 between the hours of 9:00 A.M. and 4:00 P.M.
9 The members of the Association shall not lose time or pay for time spent in such special
10 conferences. This meeting may be attended by a member of the Association and/or a
11 representative of the Association.

12 (b) The Association representative may meet at a place designated by the employee
13 on the Employer's property at least one-half (1/2) hour immediately preceding the conference with
14 the representatives of the Employer for which a written request has been made.

15
16 **8. GRIEVANCE PROCEDURE**

17 The Employer will answer in writing any grievance presented to it in writing by the
18 Association.

19 The Grievance must be presented in writing by the Association Representative to the
20 immediate supervisor within thirty (30) working days of his knowledge of its occurrence.

21 Any employee filing a grievance in connection with his/her employment shall present it to
22 the Employer as follows:

23 **STEP I**

24 (a) If an employee feels he has a grievance, he shall discuss the grievance with the
25 Association Representative.

26 (b) The Association Representative may discuss the grievance with the immediate
27 supervisor.

1 (c) If the matter is thereby not disposed of within two (2) working days, it will be
2 submitted in written form by the Association Representative to the immediate
3 supervisor.

4 (d) The immediate supervisor shall answer the grievance within two (2) working
5 days.

6 STEP II

7 If the grievance remains unsettled, it shall be presented by the Association
8 Representative, in writing, to the Board of Commissioners within seven (7) working days after
9 the response of STEP I is due. The Commission shall respond, in writing, to the Association
10 Representative within five (5) working days after the next regularly scheduled meeting of the
11 Board of Commissioners.

12 STEP III

13 (a) If the answer at STEP II is not satisfactory, and the Association wishes to carry it
14 further, they shall refer the matter to the Association Council within thirty (30)
15 working days after the reply of STEP II is due.

16 (b) In the event the Association wishes to carry the matter further, it shall, within
17 thirty (30) working days from the date of the Employer's last answer at STEP II,
18 notify the Employer of its intent to arbitrate the dispute under the rules of the
19 American Arbitration Association.

20 (c) There shall be no appeal from any arbitrator's decision. Each such decision shall
21 be final and binding on the Association and its members, the employee or
22 employees involved and the Employer. The arbitrator shall make his judgment
23 based on the express terms of this Agreement, and shall have no authority to add
24 to or subtract from any of the terms of the Agreement. Expenses for the arbitrator
25 shall be shared equally between the Employer and the Association.

26 (d) Any grievance not answered within the time limits by the Employer shall be
27 deemed settled on the basis of the Association's last written demand.

28 (e) Any grievance not appealed by the Association within the time limits shall be
29 deemed settled on the basis of Management's last answer.

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

9
10 **9. WITHDRAWAL OF CASES**

11 (a) After a case has been referred to the American Arbitration Association, the case
12 may not be withdrawn by either party except by mutual consent.

13 (b) Finality of Decision: There shall be no appeal from any arbitrator's decision.
14 Each such decision shall be final and binding on the Association and its members, the employee
15 or employees involved, and the Employer.

16
17 **10. PAYMENT OF BACK PAY CLAIMS**

18 If the Employer fails to give an employee work to which his seniority entitles him, and a
19 written notice of his claim is filed within thirty (30) days of the time the Employer first failed to
20 give him such work, the Employer will reimburse him for the earnings he lost through failure to
21 give him such work.

22
23 **11. COMPUTATION OF BACK WAGES**

24 No claim for back wages shall exceed the amount of wages the employee would
25 otherwise have earned at his regular rate.

1 **12. DISCHARGE AND DISCIPLINE**

2 (a) Notice of Discharge or Discipline: The Employer agrees promptly upon the
3 discharge or discipline of an employee to notify in writing the Association Representative in the
4 Department of the discharge or discipline.

5 (b) The discharged or disciplined employee will be allowed to discuss his discharge
6 or discipline with the Association Representative of the Department, and the Employer will make
7 available an area where he may do so before he is required to leave the property of the Employer.
8 Upon request, the Employer or its designated representative will discuss the discharge or
9 discipline with the employee and the Association Representative.

10 (c) Appeal of Discharge or Discipline: Should the discharged or disciplined
11 employee or the Association Representative consider the discharge to be improper, a complaint
12 shall be presented in writing through the Association Representative to the Employer within two
13 (2) regularly scheduled working days of the discharge or discipline and give its answer within
14 three (3) regularly scheduled working days after receiving the complaint. If the decision is not
15 satisfactory to the Association, the matter shall be referred to the Grievance Procedure.

16 (d) Use of Past Record: In imposing any discipline on a current charge, the Employer
17 will not take into account any prior infractions which occurred more than two (2) years
18 previously nor impose discipline on an employee for falsification of his employment application
19 after a period of two (2) years from his date of hire.
20

21 **13. SENIORITY**

22 (a) New employees when hired, shall be considered probationary employees for the
23 first six (6) calendar months of their employment. When an employee finishes the probationary
24 period, he shall rank for seniority from the date of hire. There shall be no seniority among
25 probationary employees.

26 (b) The Association shall represent probationary employees for the purposes of
27 collective bargaining in respect to rates of pay, wages, hours of employment and other conditions
28 of employment as set forth in Section 1 of this Agreement except discharged and disciplined
29 employees for other than Association activity.

1 (c) Seniority shall be on an Employer-wide basis, in accordance with the employee's
2 last date of hire.

3
4 **14. SENIORITY LISTS**

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

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

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

11 **15. LOSS OF SENIORITY**

12 An employee shall lose his seniority for the following reasons only:

13 (a) He quits.

14 (b) He is discharged and the discharge is not reversed through the procedure
15 set forth in this Agreement.

16 (c) He is absent for five (5) consecutive working days without notifying the
17 Employer. In proper cases, exceptions shall be made. After such absence,
18 the Employer will send written notification by registered mail to the
19 employee at his last known address that he has lost his seniority and his
20 employment has been terminated. If the disposition made of any such case
21 is not satisfactory, the matter may be referred to the Grievance Procedure.

22 (d) If he does not return to work when recalled from layoff as set forth in the
23 Recall Procedure. In proper cases, exceptions shall be made.

24 (e) Return from sick leave and leaves of absence will be treated the same as
25 (c), above.

26 (f) If he is laid off for a period of time equal to the amount of seniority he had
27 accumulated as of the effective date of his layoff.

1 **16. SHIFT PREFERENCE**

2 Shift preference shall be on a rotating basis.

3
4 **17. SENIORITY OF ASSOCIATION REPRESENTATIVE**

5 Notwithstanding their position on the seniority list, Association Representatives shall, in
6 the event of a layoff of any type, be continued at work as long as there is a job in the Department
7 which they can perform and shall be recalled to work in the event of a layoff on the first open job
8 in the Department which they can perform.

9
10 **18. SENIORITY OF OFFICERS**

11 Notwithstanding their position on the seniority list, the President and Vice-President of
12 the local chapter shall, in the event of a layoff only, be continued at work at all times, provided
13 they can perform any of the work available.

14
15 **19. SUPPLEMENTAL AGREEMENTS**

16 All proposed supplemental agreements shall be subject to Good Faith negotiations
17 between the Employer and the Association. They shall be approved or rejected within a period of
18 ten (10) days following the conclusion of negotiations.

19
20 **20. LAYOFF DEFINED**

21 (a) The word "Layoff" means a reduction in the working force due to a decrease of
22 work.

23 (b) If it becomes necessary for a layoff, the following procedure will be mandatory:
24 Probationary employees will be laid off on a Department basis. Seniority employees will be laid
25 off according to seniority as defined in Sections 13(c), 17 and 18. In proper cases exceptions
26 may be made. Disposition of these cases will be a proper matter for Special Conference, and if
27 not resolved it shall then be subject to the final step of the Grievance Procedure (arbitration).

28 (c) Employees to be laid off for an indefinite period of time will have at least seven
29 (7) calendar days' notice of layoff. The Local Association Secretary shall receive a list from the

1 Employer of the employees being laid off on the same date the notices are issued to the
2 employees.

3 4 **21. RECALL PROCEDURE**

5 When the working force is increased after a layoff, employees will be recalled according
6 to seniority, as defined in Sections 13(c), 17 and 18. Notice of recall shall be sent to the
7 employee at his last known address by registered or certified mail. If an employee fails to report
8 for work within five (5) days from date of receiving the notice of recall, he shall be considered a
9 quit.

10 11 **22. TRANSFERS**

12 (a) Transfer of Employees: If an employee is transferred to a position under the
13 Employer not included in the unit, and is thereafter transferred again to a position within the unit,
14 he shall have accumulated seniority while working in the position to which he was transferred.
15 Employees transferred under the above circumstances shall retain all rights accrued for the
16 purposes of any benefits provided for in this Agreement.

17 (b) If and when operations or divisions or fractions thereof are transferred from one
18 location to another for a period of more than seven (7) calendar days, employees affected will be
19 given the opportunity to transfer on the basis of seniority, desire and classification. Location
20 exchange will be considered in such cases.

21 (c) The Employer agrees that in any movement of work not covered above in (a) and
22 (b), he will discuss the movement with the Association in order to provide for the protection of
23 the seniority of the employees involved.

24 (d) In the event of a vacancy or a newly-created position, employees shall be given
25 the opportunity to transfer on the basis of seniority. In such cases all vacancies and newly-
26 created positions shall be posted in a conspicuous place in each building in the Department at
27 least seven (7) calendar days prior to filling such vacancy or newly-created position.

1 **23. PROMOTIONS**

2 (a) Promotions within the bargaining unit shall be made on the basis of seniority and
3 qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting for
4 the minimum requirement for the position in a conspicuous place in each building. Employees
5 interested shall apply within the seven (7) calendar day posting period. The senior employee
6 applying for the promotion and who meets the minimum requirements shall be granted a four (4)
7 week trial period to determine:

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

10 In the event the senior applicant is denied the promotion, reasons for denial shall be given
11 in writing to such employee's Association Representative; in the event the senior applicant
12 disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

13 (b) During the four (4) week trial period , the employee shall have the opportunity to
14 revert back to his former classification. If the employee is unsatisfactory in the new position,
15 notice and reasons shall be submitted to the Association in writing by the Employer with a copy
16 to the employee. The matter may then become a proper subject for the second step of the
17 Grievance Procedure.

18 (c) During the trial period, employees shall receive the rate of the job they are
19 performing.

20 (d) Employees required to work in a higher classification shall be paid the rate of the
21 higher classification.

22
23 **24. VETERANS**

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

26
27 **25. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS**

28 (a) Employees who are reinstated in accordance with the Universal Military Training
29 Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for

1 a period not to exceed a period equal to their seniority in order to attend school full time under
2 applicable Federal laws in effect on the date of this Agreement.

3 (b) Employees who are in some branch of the Armed Forces Reserve or the National
4 Guard will be paid the difference between their Reserve pay and their regular pay with the
5 Department when they are on full-time active duty in the Reserve or National Guard provided
6 proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit,
7 except in the case of an emergency.

8 9 **26. LEAVE OF ABSENCE**

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

- 12 1. Serving in any elected or appointed position, public or Association
- 13 2. Maternity leave
- 14 3. Illness leave (physical or mental)
- 15 4. Prolonged illness in immediate family
- 16 5. Educational leave

17 Such leave may be extended for like cause.

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

21 (c) Members of the Association elected to attend a function of the Association, such
22 as conventions or educational conferences, shall be allowed time off without pay to attend such
23 conferences and/or conventions.

24 25 **27. ASSOCIATION BULLETIN BOARDS**

26 The Employer will provide bulletin boards in each building which may be used by the
27 Association for posting notices of the following types:

- 28 1. Notices of recreational and social events
- 29 2. Notices of elections

3. Notices of results of elections
4. Notices of meetings.

28. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the description and rate are proper, it shall be subject to negotiation.

29. TEMPORARY ASSIGNMENTS

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

30. JURY DUTY

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

31. SAFETY COMMITTEE

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the Association Representative of the Department and shall meet at least once per month during regular daytime working hours, for the purpose of making recommendations to the Employer.

32. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in their building.

1 An up-to-date list showing overtime hours will be posted weekly in a prominent place in
2 the Department.

3 Whenever overtime is required, the person with the least number of overtime hours in
4 that classification within their building will be called first and so on, down the list in an attempt
5 to equalize the overtime hours.

6 For the purpose of this clause, time not worked because the employee was unavailable, or
7 did not choose to work, will be charged the average number of overtime hours of the employees
8 working during that callout period (four (4) hour minimum).

9 Overtime hours will be computed from January 1 through December 31 each year.
10 Excess overtime hours will be carried over each year and are subject to review at the end of each
11 period.

12 13 **33. WORKER'S COMPENSATION**

14 Each employee will be covered by the applicable Worker's Compensation laws and the
15 Employer further agrees that an employee being eligible for Worker's Compensation will receive,
16 in addition to his Worker's Compensation income, an amount to be paid by the Employer
17 sufficient to make up the difference between Worker's Compensation and his regular weekly
18 income based on forty (40) hours.

19 20 **34. APPENDIXES**

21 Appendix A - Wage Scales

22 Appendix B - Telephone

23 Appendix C - Longevity

24 Appendix D - 1992 Contract Changes

25 Appendix E - Boot Allowance

26 27 **35. WORKING HOURS**

28 (a) The regular work force shall consist of Association members, who will be
29 guaranteed preference of all available work before anyone else is used.

1 (b) In the event the regular full-time employee is called to work, he shall be
2 guaranteed four hours' pay at time and one-half his hourly rate.

3 (c) All regular employees called to work outside their regularly scheduled eight (8)
4 hour shift shall receive remuneration as provided above in paragraph (b).

5 (d) The normal work week shall consist of forty (40) hours.

6 (e) Employees may take a coffee break in the A.M. and also a coffee break in the
7 P.M., or the first half and second half of their regular shift, whichever may apply.

8 (f) All hours over eight (8) in one day or forty (40) in one week shall be paid at time
9 and one-half (1 ½) the regular hourly rate.

10
11 **36. SICK LEAVE**

12 An employee can accumulate up to 120 sick days at the rate of one (1) day per month for
13 full-time employees and one-half (½) day per month for half-time employees. An employee may
14 use sick days for personal days at the rate of two (2) sick for one (1) personal. This may be done
15 twice a year regardless of the total sick days accumulated. After 48 sick days have been
16 accumulated, an employee can trade additional sick days on a two (2) to one (1) ratio for personal
17 days. These sick days for personal days can only be taken at the discretion of the Sheriff. Upon
18 severance of employment, sick days accumulated will be paid off up to a maximum of 720 hours.

19 (a) Through end of 10th employment year – 50%

20 (b) 11th employment year to termination of employment – 100%

21 It is understood that sick days are intended to be used when a person is too sick
22 to come to work, when a member of your household is sick enough to require you to be home, or
23 for some other personal medical reason.

24
25 **37. HOLIDAY PROVISIONS**

26 New Year's Day	Labor Day
27 Martin Luther King's Birthday	Veteran's Day
28 President's Day	Memorial Day
29 4th of July	Good Friday

1	Easter	Thanksgiving Day
2	Friday after Thanksgiving	Christmas Day
3	Christmas Eve	New Year's Eve

4 Full-time deputies are allowed 3 personal days per year; said days are to be taken at the
5 discretion of the Sheriff.

6 Employees will be paid their current rate based on an eight (8) hour day for said holidays
7 if not worked. If worked, they shall receive two and one-half (2 ½) times their hourly rate for all
8 hours worked on said holiday.

9
10 **38. VACATION**

11 An employee will earn credits toward vacation with pay in:

12	3 months - 1 year	2 days
13	1 year - 4 full years	10 days
14	Start of 5th - 9 full years	15 days
15	Start of 10th - 14 full years	20 days
16	Start of 15th - 18 full years	½ day per year
17	Start of 19th on	1 day per year

18
19 **39. VACATION PERIOD**

20 (a) Vacations will be granted at such times during the year as are suitable, considering
21 both the wishes of the employees and efficient operation of the department concerned. In the
22 event an employee is un-able to use accumulated vacation time due to staffing issues said
23 employee will be paid for un-used vacation at the end of each year.

24 (b) Vacations will be taken in a period of consecutive days. Vacations may be split
25 into one or more weeks providing such scheduling does not drastically interfere with the
26 operation.

27 (c) When a holiday is observed by the Employer during a scheduled vacation, the
28 vacation will be extended one (1) day continuous with the vacation.

1 (d) A vacation may not be waived by an employee and extra pay received for work
2 during that period.

3 (e) If an employee becomes ill and is under the care of a duly-licensed physician
4 during his vacation, his vacation will be rescheduled. In the event his incapacity continues
5 through the year he will be awarded payment in lieu of vacation.

6
7 **40. PAY ADVANCE**

8 (a) If a regular payday falls during an employee's vacation, he will receive that check
9 in advance before going on vacation. Should an employee change his vacation, he must make a
10 request for his check two (2) weeks before leaving if he desires to receive it in advance.

11 (b) If an employee is laid off or retired, or severs his employment, he will receive any
12 unused vacation credit, including that accrued in the current calendar year. A recalled employee
13 who received credit at the time of layoff for the current calendar year will have such credit
14 deducted from his vacation the following year.

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

18
19 **41. INSURANCE**

20 (a) The Employer agrees to pay the full premium for hospitalization medical coverage
21 for the employee and his family the plan to be Community Blue PPO (Plan 1), 10/40 Prescription
22 Coverage. Employees will maintain the option of staying with Traditional Blue Cross Blue
23 Shield, however, in doing so, the employee agrees to pay the following amount(s) per month to
24 offset the associated cost(s):

25	Single Coverage:	\$ 71.09
26	Two-Person Coverage:	\$154.68
27	Family Coverage:	\$179.68

28 (b) This coverage shall be applied to all employees sixty (60) calendar days from date
29 of hire.

1 (c) The Employer shall pay the full premium for those employees who have a
2 minimum of 14 years of service for above coverage for taking early retirement at the age of 62
3 until age 65. Coverage shall include the entire family.

4 (d) The Employer agrees to pay the full premium for life insurance of ten thousand
5 dollars (\$10,000.00) on each employee of the unit.

6 (e) The Employer shall pay \$500.00 per month to those employees who choose to
7 "opt-out" of the Health Insurance coverage.

8 9 **42. FUNERAL LEAVE**

10 (a) An employee shall be allowed five (5) working days with pay as funeral leave
11 days not to be deducted from sick leave for a death in the immediate family. Immediate family is
12 to be defined as follows: Mother, Father, Step-parents, Brother, Sister, Spouse, Son, Daughter,
13 Step-children, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law,
14 Sister-in-law, Grandfather, Grandmother, Grandchildren or a member of the employee's
15 household.

16 (b) An employee will be allowed three (3) working days with pay, as funeral leave,
17 for the death of an Aunt, Uncle, Niece, or Nephew. Any employee selected to be a pallbearer for
18 a deceased employee will be allowed one (1) funeral leave day with pay not to be deducted from
19 sick leave.

20 21 **43. RETIREMENT**

22 The Employer will upgrade the retirement plan with the Michigan Municipal Employees
23 Retirement System, using benefit B-3 and program E and E-1. The Employer shall pay the
24 employee's share of the retirement plan.

25 26 **44. COMPUTATION OF BENEFITS**

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

1 **45. RESPONSIBILITY**

2 (a) The Employer agrees that for the duration of this Agreement there shall be no lock
3 out.

4 (b) The Association, its officer, agents, and members agree that for the duration of
5 this Agreement there shall be no strikes.

6
7 **46. TERMINATION AND MODIFICATION**

8 This Agreement shall continue in full force and effect until 11:59 p.m., December 31,
9 2011.

10 (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty
11 (60) days prior to the above termination date, give written notification of same.

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

15 (c) If notice of amendment of this Agreement has been given in accordance with the
16 above paragraph. this Agreement may be terminated by either party on ten (10) days written
17 notice of termination.

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

20 (e) Notice of Termination or Modification. Notice shall be in writing and shall be
21 sufficient if sent by certified mail, addressed if to the Association, to WPPA, 340 Coyer Lane,
22 Madison, Wisconsin 53713; and if the Employer, addressed to Baraga County Board of
23 Commissioners, Court House, L'Anse, Michigan; or to any such address as the Association or the
24 Employer may make available to the other.

FOR THE ASSOCIATION:

DATE:

FOR THE EMPLOYER:

DATE:

John W. Gonsell 1-13-09 _____

Michael A. Korman 2-2-09 _____

APPENDIX "A"

WAGE SCALES

Correctional Officer/911 Dispatcher

(.40 cent per year inc. 09/10/11)

	<u>1-1-06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
Start	\$11.55	\$11.95	\$12.35	\$12.75	\$13.15	\$13.55
After 1 year	\$12.10	\$12.50	\$12.90	\$13.30	\$13.70	\$14.10
After 2 years	\$12.65	\$13.05	\$13.45	\$13.85	\$14.25	\$14.65
After 3 years	\$13.19	\$13.59	\$13.99	\$14.39	\$14.79	\$15.19
After 4 years	\$13.73	\$14.13	\$14.53	\$14.93	\$15.33	\$15.73
After 5 years	\$14.27	\$14.67	\$15.07	\$15.47	\$15.87	\$16.27

A forty cent (\$.40) shift differential will be paid for hours worked between 4 p.m. and 8 a.m.

APPENDIX "B"

TELEPHONE

It is a requirement of this contract that each deputy have a telephone at his place of residence so that he can be quickly contacted by the Sheriff's department. If a deputy fails to abide by this provision of the contract, his work week will be reduced to four (4) days per week for a sixty (60) day period. After the sixty days, the deputy's employment will be terminated.

APPENDIX "C"

LONGEVITY

The Employer shall make the following longevity payment prior to the end of the contract year based on the employee's wages earned:

Starting date through end of calendar year	1/2% of annual salary
Start of 2nd to 4 full years of employment	1% of annual salary
Start of 5th to 9 full years of employment	2% of annual salary

Start of 10th to 14 full years of employment	3% of annual salary
Start of 15th to 19 full years of employment	4% of annual salary
Start of 20th to 24 full years of employment	5% of annual salary
Start of 25 years of employment on	6% of annual salary

APPENDIX "D"

Contract changes to be effective January 1, 1992

FOR CONTRACT CLARIFICATION:

1. "Full Time" means working 40 hours per week.
2. "Part Time" means working less than 40 hours.

Note: An employee that is classified as "Part Time", may on occasion work 40 hour per week, due to vacation, sickness, schooling, etc. of "Full Time" personnel, and will still retain the "Part Time" status. Thus, "Part Time" wage scale and no benefits to apply. "Full Time" employees shall receive first change at any and all hours to be worked by "Part Time" employees, however there shall be a cap of twelve (12) hours of overtime per pay period for "Full Time" employees, although management has the right to have employees work more than twelve (12) hours of overtime per pay period if the need arises. "Part Time" employees hours working on animal control will not come under this agreement.

JOB CLASSIFICATIONS:

The Department shall consist of four:

1. Corrections Officer/911 Dispatcher
2. Full Time Certified Deputy
3. Full Time Non-Certified Deputy
4. Part-time Deputy

PROBATION (Clarification):

1. Part-time employees will always have "Probationary Status" and receive "No Benefits".
2. All new hire "Full Time" employees will be "Probationary: For their first six (6) calendar months of employment".

APPENDIX E
BOOT ALLOWANCE

Employees will be compensated to a maximum of \$100.00 per year.

BARAGA COUNTY CLERK
Register of Deeds



16 North Third Street • L'Anse, MI 49946-1085
906.524.6183 • Fax: 906.524.6186

Wendy J. Goodreau
CLERK/REGISTER

Kathryn Edwards
DEPUTY

Kim Fedie
DEPUTY

November 30, 2010

Emil S. Kezerle
Business Agent/Coordinator
Wisconsin Professional Police Association
328 Superior Avenue
Crystal Falls, Michigan 49920

Re: Amendment to the January 1, 2009 – December 31, 2011 Agreement between the Baraga County Board of Commissioners and the Baraga County Correctional Officers Association, Wisconsin Professional Police Association, Law Enforcement Employee Relations Division.

Dear Mr. Kezerle,

This letter memorializes the agreed upon modification to paragraph 41(a) of the January 1, 2009 – December 31, 2011 Agreement between the Baraga County Board of Commissioners and the Baraga County Correctional Officers Association, Wisconsin Professional Police Association, Law Enforcement Employee Relations Division (the CONTRACT). Specifically, the CONTRACT is modified as follows:

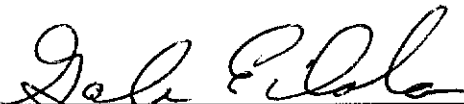
41. INSURANCE

(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 15-0. Employer agrees to provide additional coverage to 100% offset an employee's deductible under Plan 15-0 through the AmeraPlan Third Party Administrator program. There will be no change in the coverage or the employee cost from the plan previously set forth in the CONTRACT.

This modification to the insurance provision shall be effective immediately upon the signing of this letter by the representatives of both parties set forth below.

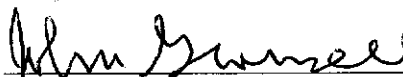
FOR BARAGA COUNTY BOARD OF COMMISSONERS:

Date: 12-2-10


Gale Eilola

FOR BARAGA COUNTY CORRECTIONAL OFFICERS ASSOCIATION:

Date: 12-2-2010


John Gransell

BOARD OF COMMISSIONERS

Gale Eilola
DISTRICT 1

Michael Koskinen
DISTRICT 2

Paul Tesanovich
DISTRICT 3

William Menge
DISTRICT 4

William C. Rolof
DISTRICT 5

