

Agreement between the

BARAGA COUNTY BOARD OF COMMISSIONERS

and the

BARAGA COUNTY DEPUTY SHERIFF'S  
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 1<sup>st</sup> day of January 2009 between the Baraga County  
3 Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Baraga County  
4 Deputy Sheriff'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 DEPUTIES OF THE  
27 BARAGA COUNTY SHERIFF DEPARTMENT.

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

29  
30 **2. AID TO OTHER ASSOCIATIONS**

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

1 **3. ASSOCIATION SECURITY**

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

5 (b) Employees covered by this Agreement who are not members of the Association at  
6 the time it becomes effective shall be required as a condition of continued employment to  
7 become members of the Association for the duration of the Agreement, on or before the thirtieth  
8 (30th) following such effective date.

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

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

17 (e) Employees shall be deemed to be members of the Association within the meaning  
18 of this section if they are not more than sixty (60) days in arrears in payment of membership  
19 dues.  
20

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

22 (a) Payment by Check-off.

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

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

1 **AUTHORIZATION FORM**

2 TO:

3 Employer

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

5 ( ) An amount established by the Association as monthly dues,

6 or

7 ( ) An amount equivalent to monthly Association dues , which is established as a  
8 service fee.

9  
10 The amount deducted shall be paid to Baraga County Deputy Sheriff's Association.

11 By

12 \_\_\_\_\_  
13 Print Last Name

12 \_\_\_\_\_  
13 First Name

14 \_\_\_\_\_  
15 Address

14 \_\_\_\_\_  
15 Zip Code

14 \_\_\_\_\_  
15 Telephone

16 \_\_\_\_\_  
17 Department

16 \_\_\_\_\_  
17 Classification

18  
19 (b) When Deductions Begin.

20  
21 Check-off deductions under all properly executed Authorization for Check-off of  
22 Dues forms shall become effective at the time the application is signed by the employee and shall  
23 be deducted from the first pay of the month and each month thereafter.

24  
25 (c) Remittance of Dues to Financial Officer.

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

29 (d) Termination of Check-off.

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

34 (e) Disputes Concerning Membership.

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

1                               **5. ASSOCIATION REPRESENTATION**

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

5  
6                               **6. ASSOCIATION REPRESENTATIVE**  
7                               **AND ALTERNATE ASSOCIATION REPRESENTATIVE**

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

10  
11                              **7. SPECIAL CONFERENCES**

12           (a)    Special conferences for important matters will be arranged between the Local  
13 President and the Employer or its designated representative upon the request of either party. Such  
14 meetings shall be between at least two (2) representatives of the Association and two (2)  
15 representatives of Management. Arrangements for such special conferences shall be made in  
16 advance and an agenda of the matters to be taken up at the meeting shall be presented at the time  
17 the conference is requested. Matters taken up in special conference shall be confined to those  
18 included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M.  
19 The members of the Association shall not lose time or pay for time spent in such special  
20 conferences. This meeting may be attended by a representative of the Association and/or a  
21 representative of the Association.

22           (b)    The Association representative may meet at a place designated by the employee  
23 on the Employer's property at least one-half ( $\frac{1}{2}$ ) hour immediately preceding the conference with  
24 the representatives of the Employer for which a written request has been made.

25  
26                              **8. GRIEVANCE PROCEDURE**

27           The Employer will answer in writing any grievance presented to it in writing by the  
28 Association. The Grievance must be presented in writing by the Association Representative to  
29 the immediate supervisor within thirty (30) working days of his knowledge of its occurrence.

30           Any employee leaving a grievance in connection with his/her employment shall present it  
31 to the Employer as follows:

1           STEP I

- 2           (a)    If an employee feels he has a grievance, he shall discuss the grievance with the  
3                    Association Representative.
- 4           (b)    The Association Representative may discuss the grievance with the immediate  
5                    supervisor.
- 6           (c)    If the matter is thereby not disposed of within two (2) working days, it will be  
7                    submitted in written form by the Association Representative to the immediate  
8                    supervisor.
- 9           (d)    The immediate supervisor shall answer the grievance within two (2) working  
10           days.

11           STEP II

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

17           STEP III

- 18           (a)    If the answer at STEP II is not satisfactory, and the Association wishes to carry it  
19                    further, they shall refer the matter to the Association Council within thirty (30)  
20                    working days after the reply of STEP II is due.
- 21           (b)    In the event the Association wishes to carry the matter further, it shall, within  
22                    thirty (30) working days from the date of the Employer's last answer at STEP II,  
23                    notify the Employer of its intent to arbitrate the dispute under the rules of the  
24                    American Arbitration Association.
- 25           (c)    There shall be no appeal from any arbitrator's decision. Each such decision shall  
26                    be final and binding on the Association and its members, the employee or  
27                    employees involved and the Employer. The arbitrator shall make his judgment  
28                    based on the express terms of this Agreement, and shall have no authority to add  
29                    to or subtract from any of the terms of the Agreement. Expenses for the arbitrator  
30                    shall be shared equally between the Employer and the Association.
- 31           (d)    Any grievance not answered within the time limits by the Employer shall be  
32                    deemed settled on the basis of the Association's last written demand.
- 33           (e)    Any grievance not appealed by the Association within the time limits shall be  
34                    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.

26  
27 **12. DISCHARGE AND DISCIPLINE**

28 (a) Notice of Discharge or Discipline. The Employer agrees promptly upon the  
29 discharge or discipline of an employee to notify in writing the Association Representative in the  
30 Department of the discharge or discipline.

31 (b) The discharged or disciplined employee will be allowed to discuss his discharge  
32 or discipline with the Association Representative of the Department, and the Employer will make  
33 available an area where he may do so before he is required to leave the property of the Employer.

1 Upon request, the Employer or its designated representative will discuss the discharge or  
2 discipline with the employee and the Association Representative.

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

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

### 13 13. SENIORITY

14 (a) New employees hired in the unit, who are not certified by the Michigan Law  
15 Enforcement Officers Training Council (MLEOTC) should be considered probationary  
16 employees until completion of Basic Police School. Arrangement for Basic Police School shall  
17 be made by the Employer within the first eighteen (18) months of the employee's employment.  
18 In the event the arrangement for schooling is not made within eighteen (18) months, the  
19 employee's employment shall be terminated. New employees who are already certified by the  
20 MLEOTC when hired shall be considered probationary employees for the first six (6) calendar  
21 months of their employment. When an employee finishes the probationary period, he shall rank  
22 for seniority from the date of hire. There shall be no seniority among probationary employees.

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

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

### 29 14. SENIORITY LISTS

30 (a) Seniority shall not be affected by the race, sex, marital status, or dependents of the  
31 employee.  
32  
33

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

3 (c) The Employer will keep the seniority list up to date at all times and will provide  
4 the Local Association membership with up-to-date copies at least every six (6) months.  
5

6 **15. LOSS OF SENIORITY**

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

- 8 (a) He quits.
- 9 (b) He is discharged and the discharge is not reversed through the procedure  
10 set forth in this Agreement.
- 11 (c) He is absent for five (5) consecutive working days without notifying the  
12 Employer. In proper cases, exceptions shall be made. After such absence,  
13 the Employer will send written notification by registered mail to the  
14 employee at his last known address that he has lost his seniority and his  
15 employment has been terminated. If the disposition made of any such case  
16 is not satisfactory, the matter may be referred to the Grievance Procedure.
- 17 (d) If he does not return to work when recalled from layoff as set forth in the  
18 Recall Procedure. In proper cases, exceptions shall be made.
- 19 (e) Return from sick leave and leaves of absence will be treated the same as  
20 (c), above.
- 21 (f) If he is laid off for a period of time equal to the amount of seniority he had  
22 accumulated as of the effective date of his layoff.  
23

24 **16. SHIFT PREFERENCE**

25 Shift preference shall be on a rotating basis.  
26

27 **17. SENIORITY OF ASSOCIATION REPRESENTATIVE**

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

1 **18. SENIORITY OF OFFICERS**

2 Notwithstanding their position on the seniority list, the President and Vice-President of  
3 the local chapter shall, in the event of a layoff only, be continued at work at all times, provided  
4 they can perform any of the work available.  
5

6 **19. SUPPLEMENTAL AGREEMENTS**

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

11 **20. LAYOFF DEFINED**

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

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

19 (c) Employees to be laid off for an indefinite period of time will have at least seven  
20 (7) calendar days' notice of layoff. The Local Association Secretary shall receive a list from the  
21 Employer of the employees being laid off on the same date the notices are issued to the  
22 employees.  
23

24 **21. RECALL PROCEDURE**

25 When the working force is increased after a layoff, employees will be recalled according  
26 to seniority, as defined in Sections 13(c), 17 and 18. Notice of recall shall be sent to the  
27 employee at his last known address by registered or certified mail. If an employee fails to report  
28 for work within five (5) days from date of receiving the notice of recall, he shall be considered a  
29 quit.  
30

31 **22. TRANSFERS**

32 (a) Transfer of Employees. If an employee is transferred to a position under the  
33 Employer not included in the unit, and is thereafter transferred again to a position within the unit,  
34 he shall have accumulated seniority while working in the position to which he was transferred.

1 Employees transferred under the above circumstances shall retain all rights accrued for the  
2 purposes of any benefits provided for in this Agreement.

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

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

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

### 14 23. PROMOTIONS

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

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

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

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

31 (c) During the trial period, employees shall receive the rate of the job they are  
32 performing.  
33

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

3  
4 **24. VETERANS**

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

7  
8 **25. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS**

9 (a) Employees who are reinstated in accordance with the Universal Military Training  
10 Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for  
11 a period not to exceed a period equal to their seniority in order to attend school full time under  
12 applicable Federal laws in effect on the date of this Agreement.

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

18  
19 **26. LEAVE OF ABSENCE**

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

- 22 1. Serving in any elected or appointed position, public or Association
- 23 2. Maternity leave
- 24 3. Illness leave (physical or mental)
- 25 4. Prolonged illness in immediate family
- 26 5. Educational leave

27 Such leave may be extended for like cause.

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

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



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

### 11 12 **33. WORKER'S COMPENSATION**

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

### 18 19 **34. APPENDIXES**

- 20 Appendix A - Wage Scales
- 21 Appendix B - Telephone
- 22 Appendix C - Safety Vests and Barriers
- 23 Appendix D - Longevity
- 24 Appendix E - 1992 Contract Changes

### 25 26 **35. WORKING HOURS**

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

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

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

33 (d) The normal work week shall consist of forty (40) hours in five (5) consecutive  
34 days.

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



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

3 (g) Full-time certified deputies shall receive in addition to their regular rate of pay an  
4 additional .40 cents per hour shift differential for all hours worked between 4:00 p.m. and 8:00  
5 a.m.

6  
7 **36. SICK LEAVE**

8 An employee can accumulate up to 120 sick days at the rate of one (1) day per month for  
9 full-time employees and one half (½) day per month for half-time employees. An employee may  
10 use sick days for personal days at the rate of two (2) sick for one (1) personal. This may be done  
11 twice a year regardless of the total sick days accumulated. After 48 sick days have been  
12 accumulated, an employee can trade additional sick days on a two (2) to one (1) ratio for personal  
13 days. These sick days for personal days can only be taken at the discretion of the Sheriff.

14 Upon severance of employment, sick days accumulated will be paid off up to a maximum  
15 of 75 days.

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

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

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

21  
22 **37. HOLIDAY PROVISION**

23 New Year's Day	Labor Day
24 Martin Luther King's Birthday	Veteran's Day
25 President's Day	Memorial Day
26 4th of July	Good Friday
27 Easter	Thanksgiving Day
28 Friday after Thanksgiving	Christmas Day
29 Christmas Eve	New Year's Eve

30 Full-time deputies are allowed three (3) personal days per year; said days are to be taken  
31 at the discretion of the Sheriff.

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

1 **38. VACATION**

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

3 3 months - 1 year	2 days
4 1 year - 4 full years	10 days
5 Start of 5th - 9 full years	15 days
6 Start of 10th - 14 full years	20 days
7 Start of 15th - 18 full years	½ day per year
8 Start of 19th on	1 day per year

9  
10 **39. VACATION PERIOD**

11 (a) Vacations will be granted at such times during the year as are suitable, considering  
12 both the wishes of the employees and efficient operation of the department concerned.

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

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

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

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

23 (f) Employees will be paid for un-used vacation leave at the end of each year if said  
24 employee was not able to use allocated vacation due to staffing level issues.

25  
26 **40. PAY ADVANCE**

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

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

1 (c) Rate During Vacation. Employees will be paid their current rate based on their  
2 regular scheduled day while on vacation and will receive credit for any benefits provided for in  
3 this Agreement.  
4

5 **41. INSURANCE**

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

11	Single Coverage:	\$ 71.09
12	Two-Person Coverage:	\$154.68
13	Family Coverage:	\$179.68

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

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

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

21 (e) The Employer shall pay \$500.00 per month to those employees who choose to  
22 "opt-out" of the Health Insurance coverage.  
23

24 **42. FUNERAL LEAVE**

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

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

1 **43. RETIREMENT**

2 The Employer will upgrade the retirement plan with the Michigan Municipal Employees  
3 Retirement System, using benefit B-3 and program E and E-1. The Employer shall pay the  
4 employee's share of the retirement plan.  
5

6 **44. COMPUTATION OF BENEFITS**

7 All hours paid to an employee shall be considered as hours worked for the purpose of  
8 computing any of the benefits under this Agreement.  
9

10 **45. UNIFORM MAINTENANCE AND BOOTS**

11 The Employer shall pay the cost of dry cleaning of uniforms of the employee of the unit.  
12 A payment of \$100.00 per year shall be paid for uniform boots to each full time deputy.  
13

14 **46. RESPONSIBILITY**

15 (a) The employer agrees that for the duration of this Agreement there shall be no lock  
16 out.

17 (b) The Association, its officer, agents, and members agree that for the duration of  
18 this Agreement there shall be no strikes.  
19

20 **47. TERMINATION AND MODIFICATION**

21 This Agreement shall continue in full force and effect until 11:59 p.m., December 31,  
22 2011.

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

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

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

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

33 (e) Notice of Termination or Modification. Notice shall be in writing and shall be  
34 sufficient if sent by certified mail, addressed if to the Association, to WPPA, 340 Coyier Lane,

1 Madison Wisconsin; and if the Employer, addressed to Baraga County Board of Commissioners,  
2 Court House, L'Anse, Michigan; or to any such address as the Association or the Employer may  
3 make available to the other.

FOR THE ASSOCIATION: DATE:

*Rick Johnson* 11-3-08  
*J. J. M.* 11-3-08

FOR THE EMPLOYER: DATE:

*Michelle Lamm* 11/10/08  
*Gab Elola* 11/10/08

**APPENDIX "A"**

**WAGE SCALES**

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

<u>Job Classification:</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
1. Full-Time Certified Deputy	\$17.40	\$17.90	\$18.40	\$18.90
2. Full-Time Non-Certified Deputy	\$15.50	\$16.00	\$16.50	\$17.00
3. Part-Time Employee	\$14.24	\$14.74	\$15.24	\$15.74
4. Part time certified MCOLES Road Officers, \$1.50 less a hour than full-time MCOLES Road Officer.				

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**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"**

**SAFETY VESTS AND BARRIERS**

The Employer shall provide safety vests for each full-time deputy.  
The Employer shall install protection barriers in each patrol vehicle.

**APPENDIX "D"**  
**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 "E"**

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
2. Full Time Certified Deputy
3. Full Time Non-Certified Deputy
4. Part-time Deputy

**BARAGA COUNTY CLERK**  
**Register of Deeds**



16 North Third Street • L'Anse, MI 49946-1085  
906.524.6183 • Fax: 906.524.6432

Wendy J. Goodreau  
CLERK/REGISTER

Kathryn Edwards  
DEPUTY

Kim Fedie  
DEPUTY

December 29, 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 Deputy Sheriff's 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 COMMISSIONERS:

Date: 12-30-10

  
\_\_\_\_\_  
Gale Eilola

FOR BARAGA COUNTY CORRECTIONAL OFFICERS ASSOCIATION:

Date: 12-30-10

  
\_\_\_\_\_  
James Gape

**BOARD OF COMMISSIONERS**

Gale Eilola  
DISTRICT 1

Michael Koskinen  
DISTRICT 2

Paul Tesanovich  
DISTRICT 3

William Menge  
DISTRICT 4

William C. Rolof  
DISTRICT 5



PROBATION (Clarification):

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

DEPUTY HIRE:

1. Prior to hire, all "Full Time" employees must have successfully completed the Michigan Law Enforcement Officers Pre-Employment Test, at their own expense.
2. All new hire "Full Time Non-Certified" employees will be "Probationary" for the first ninety (90) working days of their employment, thus, "No Benefits". Upon the completion of the ninety (90) working days, "Full Benefits" will start, however, the employee will continue to be in a "Probationary Status". Upon completion of the Basic Police School, the "Probationary Status" will continued for an additional six (6) months. During this Six (6) month period, the employee will receive fifty (50) cents less per hour than the "Full Time Certified" employee. Upon the completion of the six (6) month period, the employee will receive "Full Time Certified" Deputy wage.

DEPUTY CERTIFICATION: (Non-Certified Full Time Employee):

Arrangements for Basic Police School will be made by the Employer within the first eighteen (18) months of the employee's employment. In the event the arrangement schooling is not made within the prior time frame, the employee's employment will be terminated. (The Employer may, under certain circumstances, extend the eight months to twenty-four (24) months, as example, to no school available at the right time, sickness of the employee, an injury, no funds available, and so forth.)

If an employee, upon being sent to Basic Police School, fails to successfully complete the school, he or she will be responsible to reimburse the Employer for all financial expenses incurred for the school training, except for wages.