

2902

12/31/95

AGREEMENT

BETWEEN

BARAGA COUNTY BOARD OF COMMISSIONERS

AND

BARAGA COUNTY SHERIFF'S DEPARTMENT CHAPTER
LOCAL #1139
Affiliated with Council #25, AFSCME, AFL-CIO

Baraga County

January 1, 1995
to
December 31, 1995
(Reopener 60 Days - (10-31-95))

AGREEMENT

This Agreement entered into on this 1st day of January 1993 between the Baraga County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Baraga County Sheriff's Department Chapter of Local #1139, affiliated with Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

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

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

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

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

Management Rights:

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

1. RECOGNITION. Employees Covered.

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

ALL REGULAR, FULL-TIME AND PART-TIME DUPUTIES OF THE BARAGA COUNTY SHERIFF'S DEPARTMENT.

Wherever reference is made to the male gender the female gender shall be implied.

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.

3. UNION SECURITY. Requirement of Union Membership

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

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of the Agreement, on or before the thirtieth (30th) day 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 Union 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 Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

4. UNION DUES AND INITIATION FEES

(a) Payment by Check-off

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.

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

AUTHORIZATION FORM

TO: _____
Employer

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

() An amount established by the Union as monthly dues,

or

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

The amount deducted shall be paid to Michigan Council #25, AFSCME, AFL-CIO on behalf of Local # _____.

By _____
Print Last Name First Name

_____ Address Zip Code Telephone

_____ Department Classification

(b) When Deductions Begin

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

(c) Remittance of Dues to Financial Officer

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

(d) Termination of Check-off

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

(e) Disputes Concerning Membership

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

5. UNION REPRESENTATION

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

6. STEWARDS AND ALTERNATE STEWARDS

1 - Chapter Chairman

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

7. SPECIAL CONFERENCES

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

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

8. GRIEVANCE PROCEDURE. Time of Answers

The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the Chapter Chairman to the immediate supervisor within thirty (30) working days of his knowledge of its occurrence.

Any employee having a grievance in connection with his/ employment shall present it to the Employer as follows:

STEP I

(a) If an employee feels he has a grievance, he shall discuss the grievance with the Chapter Chairman.

(b) The Chapter Chairman may discuss the grievance with the immediate supervisor.

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

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

STEP II

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

STEP III

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

(b) In the event the Union Council wishes to carry the matter further, it shall, within thirty (30) working days

from the date of the Employer's last answer at STEP II, notify the Employer of its intent to arbitrate the dispute under the rules of the American Arbitration Association.

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

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

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

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

9. WITHDRAWAL OF CASES

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

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

10. PAYMENT OF BACK PAY CLAIMS

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

11. COMPUTATION OF BACK WAGES

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

12. DISCHARGE AND DISCIPLINE

(a) Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Unit Chairman in the Department of the discharge or discipline.

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

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

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

13. SENIORITY. Probationary Employees.

(a) New employees hired in the unit, who are not certified by the Michigan Law Enforcement Officers Training Council (MLEOTC) should be considered probationary employees until completion of Basic Police School. Arrangement for Basic Police School shall be made by the employer within the first eighteen (18) months of the employees employment. In the event the arrangement for schooling is not made within eighteen (18) months the employees employment shall be terminated. New employees who are already certified by the MLEOTC when hired, shall be considered probationary employees for the first ~~thirty~~ (90) days of their employment. The

(90) days probationary period shall be accumulated within not more than ninety (90) calendar days. When an employer finishes the probationary period, he shall rank for seniority from the day ~~to~~ (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

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

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

14. SENIORITY LISTS

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

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

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

15. LOSS OF SENIORITY

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

(a) He quits

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

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

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

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

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

16. SHIFT PREFERENCE

Shift preference shall be on a rotating basis.

17. SENIORITY OF STEWARDS

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

18. SENIORITY OF OFFICERS

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

19. SUPPLEMENTAL AGREEMENTS

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

20. LAYOFF DEFINED

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

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

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

21. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Sections 13 (c), 17 and 18. 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 five (5) days from date of receiving the notice of recall he shall be considered a quit.

22. TRANSFERS

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

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

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

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

23. PROMOTIONS

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

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

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Chief

Steward; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

(b) During the four (4) 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 Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

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

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

24. VETERANS - Reinstatement of

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

25. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, 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 the difference between their Reserve pay and their regular pay with the Depart-

ment when they are on full-time active duty in the Reserve or National Guard provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

26. LEAVE OF ABSENCE

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

1. Serving in any elected or appointed position, public or union
2. Maternity leave
3. Illness leave (physical or mental)
4. Prolonged illness in immediate family
5. Educational leave

Such leave may be extended for like cause.

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

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

27. UNION BULLETIN BOARDS

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

1. Notices of recreational and social events
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 Union prior to establishing a classification and rate structure. In the event the Union 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 Chapter Chairman 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.

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

Whenever overtime is required, the person with the least number of overtime hours in that classification within their building 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 callout period (four (4) hour minimum).

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

33. WORKER'S COMPENSATION. On-the-Job Injury

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

34. The following Appendixes are incorporated and made a part of this Agreement:

- Appendix A - Wages, Longevity and Road Patrol
- Appendix B - Telephone
- Appendix C - Safety Vests and Barriers
- Appendix D - Uniform Boots

ARTICLE 35. WORKING HOURS (Shift Premium and Hours):

(a) The regular work force shall consist of two (2) full time deputies and one (1) regular part-time deputy, who will be guaranteed preference of all available work before anyone else is used.

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

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

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

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

(f) All hours over eight (8) in one day or forty (40) in one week shall be paid at time and one half (1½) the regular hourly rate.

(g) Full time certified deputies shall receive in addition to their regular rate of pay an additional 20¢ per hour shift differential for all hours worked between 4:00 p.m. and 8:00 a.m.

ARTICLE 36. SICK LEAVE:

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

Upon severance of employment, sick days accumulated will be paid off up to a maximum of 60 days.

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

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

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

ARTICLE 37. HOLIDAY PROVISIONS:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Easter
Memorial Day
4th of July

Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

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

Employees will be paid their current rate based on an eight (8) hour day for said holidays if not worked. If worked, they shall receive two and one-half (2½) times their hourly rate for all hours worked on said holiday.

ARTICLE 38. VACATION (Eligibility):

An employee will earn credits toward vacation with pay in

1 year.....	5 days
2 full employment years through 5 full employment years.....	10 days
6 full employment years through 10 full employment years.....	15 days
11 full employment years through 15 full employment years.....	20 days
1/2 day per year after 16 full employment years .	
1 full day per year after 19 years.	

39. VACATION PERIOD

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

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

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

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

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

40. PAY ADVANCE

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

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

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

ARTICLE 41. INSURANCES.

(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, MVF-1. This coverage shall be applied to all seniority employees.

(b) The Employer shall pay the full premium for those employees who have a minimum of 14 yrs of service for above coverage for taking early retirement at the age of 62 until age sixty five. Coverage shall include the entire family.

(c) The employer agrees to pay the full premium for life insurance of three Thousand dollars (\$3,000.00) on each employee of the unit.

(d) The employer agrees to pay the full premium for BC/BS Optical Insurance, Plan A-80 and Dental Insurance Basic Plan 50-50 co-pay with \$800 maximum benefit.

ARTICLE 42. FUNERAL LEAVE.

(a) An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family is to be defined as follows: Mother, Father, Step-parents, Brother, Sister, Spouse, Son, Daughter, Step-children, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandfather, Grandmother, Grandchildren or a member of the employee's household.

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

ARTICLE 43. RETIREMENT.

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

ARTICLE 44. COMPUTATION OF BENEFITS.

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

ARTICLE 45. UNIFORM MAINTANCE AND BOOTS.

The Employer shall pay the cost of drycleaning of uniforms of the employee of the unit. A payment of \$25.00 per year shall be paid for uniform boots to each full time deputy.

46. RESPONSIBILITY

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

(b) The Union, its officer, agents, and members agree that for the duration of this agreement there shall be no strikes.

47. TERMINATION AND MODIFICATION.

This agreement shall continue in full force and effect until 11:59 p.m., December 31, 1994.

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

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

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

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

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #25, 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer, addressed to Baraga County Board of Commissioners, Court House, L'Anse, Michigan, or to any such address as the Union or the Employer may make available to the other.

IN WITNESS WHEREOF, the parties have set their hands this 7TH
day of DEC., 1994.

FOR THE UNION:

Ray S. Fulton
Harold J. Mc

FOR THE EMPLOYER:

Richard C.weeney
David S. Johnson
Lawrence G. Eckel
Neil B. Korman

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.

BARAGA COUNTY SHERIFF'S DEPARTMENT CONTRACT
LOCAL 1139, Michigan Council #25, AFSCME, AFL-CIO

Addendum to Appendix A

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 hours 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. Undersheriff
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 Certified" employees will be "Probationary: For their first ninety (90) working days, thus, "No Benefits".

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 continue 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.

BARAGA COUNTY BOARD OF COMMISSIONERS
AND
BARAGA COUNTY SHERIFF'S DEPARTMENT EMPLOYEES'
CHAPTER OF LOCAL #1139

Effective April 8TH, 1994 all employees covered under this agreement shall receive a \$250.00 signing bonus.

For the contract period 1994 , and subsequent contracts thereafter , 1 additional personal leave day with pay shall be granted.

FOR THE UNION:

Harold J. M...

DGH:rluoe547afcio

FOR THE EMPLOYER:

Ronald W. Bennett
David J. Johnson
Laveria G. Eskel
Michael K. K...

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 for schooling is not made within the prior time frame, the employee's employment will be terminated. (The Employer may, under certain circumstances, extend the eighteen 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.

WAGE SCALES (Per Job Classification):

		11/1/94
1. Undersheriff position.....	\$10.68	11.33
2. Full Time Certified Deputy.....	\$10.58	11.23
3. Full Time Non-Certified Deputy.....	\$9.58	10.23
4. Part-Time Employee.....	\$8.78	9.43

LONGEVITY

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

1 through 2 years of employment.....	4%	of annual salary
3 through 5 years of employment.....	1%	of annual salary
6 through 10 years of employment.....	2%	of annual salary
11 through 15 years of employment.....	3%	of annual salary
16 through 19 years of employment.....	4%	of annual salary
20 through 25 years of employment.....	5%	of annual salary
Over 25 years of employment.....	6%	of annual salary


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BARAGA COUNTY SHERIFFS DEPT. CHAPTER
LOCAL # 1139
AFFILIATED WITH COUNCIL # 25
AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

Board of Commissioners:

With your acceptance of our proposal of .45 cents per hr. raise and no other contract changes to the 1994 contract, It is our union position to agree with and sign deal for 1995. We understand that this contract will be final and binding upon the signatures of the boards President and the Unions president. Thank you for asking for a early proposal and for working so quickly to resolve 1995 contract.


BOARD PRESIDENT


UNION PRESIDENT