

12/31/74

DELTA COUNTY SHERIFF DEPARTMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 1973, by and between THE DELTA COUNTY BOARD OF COMMISSIONERS, of Delta County, Michigan, the Sheriff of Delta County, Michigan, hereinafter referred to as the "Employer" and LOCAL UNION NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 900 South First Avenue, Escanaba, Michigan, hereinafter called the "Union", and collectively as the "PARTIES".

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

WITNESSETH

Delta County, Michigan

WHEREAS, the above parties are desirous of preventing strikes, lockouts and other cessations of work and employment and maintaining a uniform wage scale, working conditions and hours of the employees of the employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the parties, and of promoting and improving peaceful employer, employee and economic relations between the parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein, the parties agree as follows:

ARTICLE I

RECOGNITION, AGENCY SHOP AND DUES

SECTION 1. The employer recognizes and acknowledges that the union is the exclusive representative in collective bargaining with the employer of those classifications of employees covered by this agreement and listed in the attached Schedules.

SECTION 2. Membership in the union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(a) Membership in the union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the union and this agreement has been executed by the employer after it has satisfied itself that the union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement, including dues and initiation fee.

(b) In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall as a condition of continued employment, pay to the union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this agreement, whichever is the later, and for new

Delta County Board of Commissioners
Delta County Building
Escanaba, Michigan 49829

employees, the payment shall start thirty-one (31) days following the date of employment.

(c) If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE II

DEDUCTION OF DUES

SECTION 1. During the period of time covered by this agreement, the employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of Local No. 328, provided however, that the Union presents to the employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the employer by the Secretary-Treasurer of the union.

(b) Monthly agency fees and initial agency fees will be deducted by the employer and transmitted to the union as prescribed above for the deduction and transmission of union dues and initiation fees.

ARTICLE III

PROBATION, JURISDICTION AND TRAINING

SECTION 1. A new employee shall work under the provisions of this agreement, but shall be employed only on a six (6) month trial basis, during which period he may be discharged without further recourse, provided however, that the employer may not discharge or discipline for the purpose of evading this agreement or discrimination against union members. After six (6) months, the employee shall be placed on the regular seniority list as of date of hire. In case of discipline the employer shall notify the local union in writing.

SECTION 2. The employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

SECTION 3. The employer recognizes the skills required of the Police Officer. The employer further recognizes that in the event it becomes necessary by law, public demand or the necessity to improve and upgrade methods, procedures and or equipment of the personnel in the Department, and County agrees to provide all schooling, training or other method of upgrading the personnel while on County time and during their regular shift without loss of pay. (This includes training with all firearms).

ARTICLE IV

WAGES

Attached hereto and marked Schedules, are schedules showing the classification and wage rates of the employees covered by this agreement. Said Schedules further set forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedules and the contents hereof shall constitute a part of this agreement.

ARTICLE V

RIGHT TO MANAGE

The County, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the County.

ARTICLE VI

EXTRA CONTRACT AGREEMENTS

The employer agrees not to enter into any agreement with another labor organization during the life of this agreement with respect to the employees covered by this agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE VII

SENIORITY

SECTION 1. Strict seniority shall prevail in the schedule of work and for layoff and recall of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and rehire of laid off personnel, the particular work performed by said employee could be considered as an important factor. The union and the employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

SECTION 2. The Employer shall post a list of the employees arranged in the order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

SECTION 3. Seniority shall be broken only by discharge or voluntary quit; or layoff for a period of more than eighteen (18) months and absence without permission for four (4) days.

SECTION 4. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his last known address by registered mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this agreement.

SECTION 5. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the union shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

ARTICLE VIII

DISCHARGE OR SUSPENSION

The employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least three (3) warning notices of the complaint against such employee to the employee, in writing and a copy of same to the union and Steward, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness while on duty.

Discharge must be by proper notice to the employee and the union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and a decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in ARTICLE IX hereof.

ARTICLE IX

GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the union.

SECTION 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1. By conference between the aggrieved employee, the steward, or both and the employer and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance, and deliver same to the designated employer representative.

STEP 2. After receipt of the written grievance by the designated employer representative, a conference between union representatives and employer representatives will be held within five (5) working days thereafter.

STEP 3. If the grievance is not settled in STEP 2, the union may, within five (5) days deliver to the designated employer representative a written request for a meeting between union representatives and the employer and/or their representatives to review the matter. Such meeting will be held within ten (10) working days from date of said written request and the employer will render its decision within seven (7) working days thereafter.

STEP 4. In the event that the grievance is not satisfactorily settled at Step 3, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation.

If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

SECTION 3. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) working days after such has happened.

SECTION 4. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of discipline including discharge.

ARTICLE X

STEWARDS

The Employer recognizes the right of the local union membership to elect one job Steward and one alternate from the employer's seniority list. The authority of the job steward and alternate so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the Employer or the designated County representative in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the employer's business.

The job steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, (except as authorized by official

action of the Local Union.) The employer recognizes these limitations upon the authority of job steward's and their alternate, and shall not hold the union liable for any unauthorized acts. The employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the employer's property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the steward and the employer representative. Permission shall be granted by the employer.

ARTICLE XI

ABSENCE

SECTION 1. Any employee desiring a leave of absence from his employment shall secure written permission from the employer.

The maximum leave of absence shall be for thirty (30) days and may be extended for like periods, provided the employer has granted an extension prior to the end of such original leave.

SECTION 2. The employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to any employee designated by the union to attend a labor convention, or serve in any capacity on other official union business, provided 48 hours written notice is given to the employer by the union, specifying length of time off for union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

ARTICLE XII

LIMITATIONS OF AUTHORITY AND LIABILITY

SECTION 1. No employee, union member or other agent of the union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P. A. 1965, nor shall the employer provoke a strike action by the union or its members.

SECTION 2. Any individual employee or group of employees who wilfully violate or disregard the arbitration and grievance procedure set forth in ARTICLE IX of this agreement, may be summarily discharged by the employer without liability on the part of the employer or the union.

ARTICLE XIII

MAINTENANCE OF STANDARDS

The employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement, and the conditions of employment shall be changed wherever specific provisions for change are made elsewhere in this agreement.

ARTICLE XIV

GENERAL

SECTION 1. Authorized representatives of the union shall be permitted to visit the operation of the employer during working hours to talk with Stewards of the Local Union and/or representatives of the employer concerning matters covered by this agreement.

SECTION 2. The union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

SECTION 3. The employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

SECTION 4. Full-time and part-time employees shall be bonded and the cost of said bond shall be borne by the employer.

SECTION 5. Uniforms and uniform allowances shall be supplied to the employees as is currently the practice being done by the employer at the time of execution of this agreement. The employer further agrees to furnish all other necessary equipment to the deputies which are necessary for the performance of their job classification.

SECTION 5 (a). The employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will be opened for inspection, with the permission of and in the presence of the officer or his designated representative or steward. Failure to give permission will result in suspension.

SECTION 6. The employer will provide for the employee's false arrest insurance with the National Association of Sheriff's Departments.

SECTION 7. The employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the union and employer.

SECTION 8 (a). For any schooling or in-service training assigned by the employer occurring on a leave day or off duty time, the employee will be paid straight time or compensatory time subject to the discretion of the Sheriff.

SECTION 9. If the employer opens additional divisions of employment within the department or closes or combines existing divisions of the department, the employee's work assignment, seniority and classification are subject to negotiation with the Union.

SECTION 9 (a). Vacancies will be filled according to seniority if all other matters such as ability and qualifications are equal in the opinion of the employer and the union.

SECTION 10. The employer will reserve the right to hire from outside, providing no employee in the bargaining unit bids on the opening.

SECTION 11. The employer shall offer assignment by seniority within the classification of a division of the bargaining unit contingent upon the employee holding such seniority is qualified. If such assignments are not filled by seniority, the employer shall fill such jobs at its own discretion.

SECTION 12. The senior employee, whenever possible, when assigned to work in a higher classification, shall receive the higher rate of pay for those hours so worked in the high pay classification. When an employee is assigned work in a lower classification during the work day he shall not suffer a reduction in pay.

SECTION 13. In the event there is a temporary job opening due to illness, emergency, leave, vacation, temporary work increase, weather, etc., the employer will fill such jobs by offering to the most senior employee within the classification or division of the bargaining unit, if qualified, who is not scheduled to work that day. If not filled by men off for the day most senior man working that day will then be asked. All such assignments will be paid at the present rate called for in that classification.

SECTION 14. Matters not specifically covered by this contract shall be negotiated and made a supplement to the agreement. The union and/or employer will prepare an agenda, and a special conference will be called within five (5) days upon notification from the union and/or employer.

SECTION 15. Loss or Damage. Employees shall not be charged for loss or damage of the employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the employer unless clear proof of negligence is shown.

ARTICLE XV

EQUIPMENT ACCIDENTS AND REPORTS

SECTION 1. The employer shall first consider the personal safety of the employees in establishing operational procedures.

SECTION 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the

employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage and Sheriff.

SECTION 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority will be paid for the whole day.

SECTION 4. The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employee refuse to operate such equipment unless refusal is unjustified.

SECTION 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the employer.

SECTION 6. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies, one copy to be retained by the employer. The employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the garage and Sheriff.

ARTICLE XVI

SEPARABILITY AND SAVINGS CLAUSE

SECTION 1. In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

SECTION 2. In the event that any provision of this agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XVII

SAFETY COMMITTEE

A safety Committee shall be composed of union and employer representative who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

ARTICLE XVIII

COURT AND FUNERAL LEAVE

SECTION 1. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay.

SECTION 2. Full-time employees will be paid for three (3) days absence in the event of death in his immediate family. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister, grandparents, grandchildren or dependent living at home.

ARTICLE XIX

WORKMEN'S COMPENSATION

The employer shall provide Workmen's Compensation protection for all employees even though not required by law.

ARTICLE XX

SPECIAL CONFERENCE

Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party, five (5) days before said conference. Only those items on the agenda will be discussed.

ARTICLE XXI

LIFE INSURANCE AND HOSPITALIZATION

The employer agrees to pay the full cost for the employees and their dependents, the life insurance and hospitalization plans now in effect and agrees to continue the payments and plans for the life of this agreement.

The employer agrees that in the event the employee is disabled in a job related accident, the county shall continue to pay the full premium for the life of the disability.

ARTICLE XXII

RETIREMENT

The employer will become a member of the Michigan Municipal Retirement System and all full-time employees attaining six (6) months service will become members of this retirement plan. Employee payments are made by payroll deduction. Provision is made for a full-time employee to have his service time computed from the first day of continuous employment, the employer will notify each new employee attaining six (6) months of service of this provision.

ARTICLE XXIII

HOLIDAYS

SECTION 1. All probationary and regular employees will be eligible to receive holiday pay under the following regulations: employees will be paid their current rate based on an eight (8) hour day for said holidays. Holidays include: New Years Day (January 1st), Good Friday (after 12:00 Noon to end of regular scheduled shift), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (first Monday in September), Thanksgiving Day, Christmas Day (December 25th); and December 24th and 31st if they fall on a regular scheduled work day (a period from 12:00 Noon to end of such day shall be a holiday).

SECTION 2. Employees working on a legally established holiday as established in this agreement will be paid for hours worked at the regular rate of time and one-half plus eight (8) hours of regular pay for the holiday.

SECTION 3. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave day at a later date with the approval of the Sheriff.

SECTION 4. Employees who are scheduled to work a holiday will be scheduled for eight (8) hours. Employees who are called in to work a holiday will be guaranteed four (4) hours of work.

ARTICLE XXIV

VACATIONS

SECTION 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

- (a) Employees who have completed one full year of service shall receive five (5) days paid vacation.
- (b) Employees who have completed two years of service shall receive ten (10) days of paid vacation.
- (c) Employees who have completed six years of service shall receive eleven (11) days of paid vacation.
- (d) Employees who have completed seven years of service shall receive twelve (12) days of paid vacation.
- (e) Employees who have completed eight years of service shall receive thirteen (13) days of paid vacation.
- (f) Employees who have completed nine years of service shall receive fourteen (14) days of paid vacation.
- (g) Employees who have completed ten years of service shall receive fifteen (15) days of paid vacation.
- (h) Employees who have completed fifteen years of service shall receive twenty (20) days of paid vacation.

SECTION 2. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

SECTION 3. In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit.

SECTION 4. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year, after January 1 each employee shall indicate on a yearly calendar his vacation request no later than April 1. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority.

SECTION 5. Employees absent for more than one (1) month for other than on the job disability will earn a vacation for the first month only and his vacation then will be figured on a pro rata basis upon his return to work.

ARTICLE XXV

SICK LEAVE

SECTION 1. Sick leave shall accrue monthly and shall be computed on the basis of not less than twelve (12) days per calendar year to a forty-five (45) day maximum accumulation.

SECTION 2. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- (a) Acute personal illness or incapacity over which the employee has no reasonable control.
- (b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employees attendance at work.
- (c) Sick leave will be authorized when an employee is taken ill on the job.

SECTION 3. Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

SECTION 4. For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on his sick leave credits, for any one (1) injury, but shall not be allowed on reoccurrence of previous injury.

- (a) A regular employee who suffers injury, after the first (1st) week compensable under the Workmen's Compensation Act, be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.
- (b) When sick leave credits are exhausted, the employee will remain on Workmen's Compensation until its benefits are exhausted. Employees, if requested will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available before his return to active work.

ARTICLE XXVI

DEFINITION OF EMPLOYEE FOR PURPOSES OF FRINGE BENEFITS

Unless so designated herein by appropriate inclusion in a particular paragraph herein for fringe benefits, the term employee in consideration for fringe benefits shall exclude all part-time deputies. Such determination of full-time employee shall be that as determined by the State Certification for union representation.

ARTICLE XXVII

TERMINATION OF AGREEMENT

SECTION 1. This agreement shall be in full force and effect from January 1, 1974, to and including December 31, 1974, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least one hundred and twenty (120) days prior to the end of the contract year.

SECTION 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to the end of any contract year, advising that such party desires to continue this agreement but also desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

SECTION 3. It is understood and agreed between the parties that the Wage Rate Provisions and Fringe Benefits contained hereto attached, shall be reopened for negotiations between the parties, provided that the party desiring to reopen serves notice in writing upon the other party at least one hundred twenty (120) days prior to the end of any contract year. Any adjustments in wage rates as a result of such negotiations shall become effective on the 1st day of January, 1975. If no such notice is given, the wage rates and benefits hereto attached shall continue in effect. Failure to reach agreement on such wage and fringe benefits, the union has the right to terminate the contract by giving a thirty (30) day notice of termination to the employer.

SECTION 4. In the event of an inadvertent failure by either party to give notice set forth in SECTIONS 1, 2 and 3 of this Article, such party shall give notice at any time prior to the termination or automatic renewal date of this agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

COUNTY OF DELTA

TEAMSTERS & CHAUFFEURS UNION LOCAL NO. 328

BY *Frank Stuyot Ch.*
Delta City Bd of Comm.

BY *George Dunlop*
Bus Rep

SCHEDULE "A"

OVERTIME AND HOURS OF WORK

SECTION 1. The regular work week is established as forty (40) hours per week.

SECTION 2. Overtime will be one and one-half (1½) times the hourly rate for all hours in excess of eight (8) hours in any one day and in excess of forty (40) hours per week, and for all work performed on Sundays.

SECTION 3. An employee reporting for call-in assignments shall be guaranteed three (3) hours pay at his straight time hourly rate as a minimum. Call-in assignments shall include court time employee must spend on his cases.

SECTION 4. Each employee shall be granted a thirty (30) minute lunch break per eight (8) hours. Each employee shall be granted two (2) coffee breaks each tour of duty.

SECTION 5. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such overtime is extended into the twelfth (12th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of his twelfth (12th) hour.

SECTION 6. All employees will move minimum to maximum rates in classification in five (5) years.

DEPUTY AND ANIMAL CONTROL WARDEN - HOURLY RATES JANUARY 1, 1974

Start	\$ 2.63 per hour
6 to 12 months . . .	\$ 2.98 per hour
After one year . . .	\$ 3.11½ per hour
After two years . . .	\$ 3.36½ per hour
After three years . .	\$ 3.52 per hour
After four years . .	\$ 3.76 per hour
After five years . .	\$ 3.99 per hour