

9/30/2001

4583

*Delta County*

AGREEMENT

DELTA COUNTY DEPUTY SHERIFF'S ASSOCIATION

and

THE DELTA COUNTY BOARD OF COMMISSIONERS

and

THE DELTA COUNTY SHERIFF

for

THE SHERIFF'S DEPARTMENT

October 1, 1996

through

SEPTEMBER 30, 2001

*Adopted by Bd  
9-23-97*

ARTICLE	INDEX	PAGE
1	Recognition, Agency Shop and Dues	1
2	Deduction of Dues	2
3	Probation, Jurisdiction and Training	3
4	Wages	4
5	Management Rights	4
6	Extra Contract Agreements	5
7	Seniority	5
8	Promotions	7
9	Discharge	8
10	Grievance Procedure	9
11	Stewards	10
12	Absence	11
13	Limitations of Authority and Liability	12
14	Maintenance of Standards	12
15	General	13
16	Equipment, Accidents and Reports	15
17	Separability and Savings Clause	16
18	Court and Funeral Leave	16
19	Workers Compensation	17
20	Special Conference	17
21	Life, Dental and Hospital Insurance	17
22	The Cash Option	18
23	Retirement	19
24	Holidays	19
25	Vacations	20
26	Sick Leave	21
27	Definition of Employee for Purpose of Fringe Benefits	24
28	Overtime/Call Out	24
29	Termination of Agreement	25
	Schedule "A" Overtime and House of Work	27
	Pay Schedule "A"	29
	Family & Medical Leave Act Schedule "B"	

## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 1996 (for present employees only as of 10-1-97), by and between the DELTA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "County Board", of Delta County, Michigan the SHERIFF of Delta County, Michigan, hereinafter jointly referred to as the "Employer" and DELTA COUNTY DEPUTY SHERIFF'S ASSOCIATION, affiliated with the Wisconsin Professional Police Association Law Enforcement Employees Relations Division, hereinafter called the "union" and collectively as the "Parties".

### WITNESSETH

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 1

#### 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 Schedule "A"

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 receives 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 full time 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 employees, the payment shall start thirty-one (31) days following the date of employment for full time employees. Regular part time employees must commence payment by end of 31st actively worked day.

(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 2

### 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 the Union, provided however, that the Union presents to the Employer, authorizations signed by such employees, allowing such deductions and payments to the 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.

Section 2. The Wisconsin Professional Police Union does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provisions of this Article, and in reliance on any lists of certificates which have been furnished to the Employer pursuant to this Article; and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

### ARTICLE 3

#### PROBATION, JURISDICTION AND TRAINING

Section 1. A new employee shall work under the provision of this Agreement, but shall be employed only on a one (1) year 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 one (1) year, the employee shall be placed on the regular seniority list as of date of hire. In case of discharge, the Employer shall notify the 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, except that employees of this unit may be required to do other duties or functions in emergency situations.

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, the County agrees to provide all schooling, training and other methods of upgrading the personnel.

#### ARTICLE 4

##### WAGES

Section 1. Attached hereto and marked Schedule "A", are schedules showing the classifications and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents hereof shall constitute a part of this Agreement.

#### ARTICLE 5

##### MANAGEMENT RIGHTS

Section 1. The Union, its officers, agents and members agree that for the duration of the Agreement, there shall be no strikes, sit-downs, slowdowns, stoppages of work or any acts of any kind or form whatsoever, however peaceable, that would interfere with the operations of the Employer.

Section 2. Union members will not engage in Union activity on the Employer's time or engage other employees in Union activity while such employees are on the Employer's time, except as specifically provided by this Agreement. Failure or refusal on the part of any employee fully to observe and obey any and all provisions of this Section shall, at the option of the Employer, be sufficient grounds for discharge.

Section 3. Discussions with the employee during regular business hours may only occur upon approval in advance by the Sheriff or his designee.

Section 4. The County, on its own behalf and on behalf of the electors, and the Sheriff of Delta County, on his own behalf, hereby retain and reserve unto themselves, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and the Constitutions of the State of Michigan and of the United States. Further, except as limited by the provisions of this Agreement, The County and the Sheriff, as Employer, shall have the right to the exclusive management of the Sheriff's Department; to



establish the overall direction of the working force, including the right to determine the size, deployment, scheduling, and duties of the work force; to determine the qualifications required of all employees; to direct, plan, and control law enforcement and the work force, to direct, plan, and control law enforcement operations; to hire, assign, direct, layoff, recall, transfer, or promote employees; to demote, suspend for just cause, discipline, and discharge any employees for just cause; to establish, change, combine, or discontinue job classifications and to establish the number of people needed or used in all classifications; to introduce new and improved operating methods and/or facilities; to change existing operating methods and/or facilities; to prohibit or limit smoking or tobacco use; to establish policies and rules for the Department; and to manage in the traditional manner are all vested exclusively in the Employer.

Section 5. It is understood that where contract provisions limit rights or amplify and delineate specific contract areas, the management rights herein specified will be appropriately modified.

#### ARTICLE 6

##### EXTRA CONTRACT AGREEMENTS

Section 1. 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 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 7

##### SENIORITY

Section 1. Strict seniority shall prevail for layoff and recall of employees, as long as State mandated requirements are met. In reducing the work force, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired.

Section 2. The Employer shall post a list of the officers arranged in the order of their seniority. This list shall be

posted in a conspicuous position at the place of employment. Sergeants will be included in the seniority list, and for the purpose of overtime and layoff, will be treated the same as any other officer.

Section 3. Seniority shall be broken only by discharge or voluntary quit, on layoff for a period of more than twelve (12) months and absence without permission for two (2) days.

Section 4. In the event of a layoff, any full time employee so laid off shall be given two (2) weeks notice either in person or sent by registered mail to his/her last known address. When recalling an employee to work, notice must be sent by registered mail to the employee's last known address and advising such full time employee he has two (2) weeks in which to report for work. If the employee fails to report at the end of said two (2) week period, he or she shall lose all seniority rights under the Agreement and may be discharged, at the sole discretion of the Employer.

Section 5. Conditions of employment for the laid off full time employees will be as follows:

- (a) Laid off employees will be called back based on seniority, highest seniority employees utilized first.
- (b) Laid off employees shall be used for covering scheduled "short days"; scheduled sick time, and scheduled vacation and have no right of refusal.
- (c) Wage rate, applicable rate.

Section 6. 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 an administrative 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.

Section 7. Once each year, in December, full-time officers will be allowed to select their shift, by seniority, subject to the right of the Sheriff to place officers and employees based on the supervisory needs of the Employer.

Section 8. In the event a supervisory position is



eliminated, the supervisor with the least time-in-grade shall be the one eliminated. The officer holding that position shall be returned to the position they held at the time of their promotion with no loss of seniority.

Section 9. The employer may reassign employees or shift duties to allow for use of an employee offered light duty work or to accommodate an employee's handicap or disability under any federal or state law.

## ARTICLE 8

### PROMOTIONS

Section 1. Promotion - An upgrading within a particular Division which encompasses an increase in pay.

Section 2. In selecting employees for promotion, the Union and the Employer agree that the following factors will be applied, considered and weighed:

- |                                      |   |
|--------------------------------------|---|
| (1) Written Examination              | - 30 points (maximum)   |
| (2) Oral Examination                 | - 30 points (maximum)   |
| (3) Service Rating                   | - 30 points (maximum)   |
| (4) Seniority (Department Seniority) | - 10 points (maximum)<br>One (1) point for each year of service up to ten (10) years. |

Section 3. All employees shall be informed of the number of service points they have been given at least seventy-two (72) hours PRIOR to taking the written portion of the promotional examination.

Section 4. An Oral Examination Board is hereby created, consisting of the Sheriff (or his alternate), a line Command Officer, and one (1) Deputy Sheriff. The member representing the Deputies must not be a candidate for the promotion.

Section 5. The Sheriff shall select the person to be promoted from among the three (3) persons who have achieved the highest point totals after the above enumerated factors have been applied.

Section 6. Within three (3) days after the examination and

grading procedure is completed, and the results are made known, each employee shall have the right to review the testing procedure and results. If any employee shows that the test procedures, herein defined, have not been followed in good faith, that employee will have recourse through the grievance procedure.

Section 7. All promotion or new classifications in the Department will be posted, and Department members qualified to perform the work will be given a trial period, as herein defined, to demonstrate their ability to perform the work. The Sheriff will not be required to give the trial period evaluation to more than the top candidate, and the next in line should the top candidate fail.

Section 8. Employees promoted will be given a reasonable opportunity not to exceed three (3) months, to demonstrate their qualifications and ability to fill such position. If the employee is unable to qualify for the new position, he (she) shall be returned to his (her) original classification with no loss of seniority.

Section 9. All deputies with three (3) or more years of experience (within the bargaining unit) shall be allowed to take promotional examinations.

## ARTICLE 9

### DISCHARGE

Section 1. The Employer shall not discharge or suspend any employee without just cause.

Employees who are absent from work for two or more working days and who have not been granted a leave of absence or have not made other satisfactory arrangements for that period, or do not present satisfactory evidence showing that they were unable to report to work, as authorized under this Agreement, shall be deemed to have quit, at the sole discretion of the Employer.

Section 2. Employees records will be expunged by the expungement committee as follows:

1. The expungement committee will be composed of the Sheriff and the Business Agent.

2. The committee will meet annually, in January of each year, and at the request of any departmental personnel, will review the requesting employee's personnel file.

3. By agreement of the committee, employee disciplinary records may either be:

- a. Retained for later review,
- b. Retained until specific future date, with conditions for expungement at that time, or
- c. Immediately expunged.

## ARTICLE 10

### GRIEVANCE PROCEDURE

Section 1. A grievance shall contain the specific facts upon which it is based and set forth any section or sections of this agreement which have allegedly been violated. 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 a earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, his/her union representative, if desired, and the Sheriff, Undersheriff or Lieutenant. If not settled in this manner, the grievance shall be reduced to writing on the appropriate form within seven (7) employee working days after such incident was known to the grieving party, or should have reasonably been known to the grievant, whichever occurs first, of the alleged grievance, and deliver same to the designated Employer representative. The grievance documents shall specify the section or sections of the Agreement which have allegedly been violated.

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 seven (7) days thereafter.

Step 3. If the grievance is not settled in STEP 2, the Union may, within seven (7) days, deliver to the designated Employer representative a written request for a meeting between

Union representative and the Employer and/or their representatives to review the matter. Such meeting will be held within seven (7) employee working days from the date of said written request and the Employer will render its decision within seven (7) calendar 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, 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 seven (7) employee working days after such incident was known to the grieving party, or should have reasonably been known to the grievant, whichever occurs first. This section is to be strictly confined to terms and conditions of this Agreement, and shall not be applicable to retroactive grievances which might arise due to changes in State or Federal Law or any court decision or quasi judicial proceeding.

## ARTICLE 11

### STEWARDS

Section 1. The Employer recognizes the right of the 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 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 his designated 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 Union action.

3. Transmission of such messages and information which shall originate with, and are authorized by the 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, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 2. 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 Union). The Employer recognizes these limitations upon the authority of job stewards 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, slowdown, 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 most immediate supervisor outside the bargaining unit.

## ARTICLE 12

### ABSENCE

Section 1. Any full time 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. NEWBORN CHILD CARE: A leave of absence without



pay shall be granted for newborn child care according to prevailing Federal law.

Section 3. Management reserves the right to hire temporary employees to replace the employee on leave who will not be subject to the terms of this Agreement at a rate of pay and benefit structure to be determined by the Employer and who shall not accrue seniority.

Section 4. Full-time employees may retain their seniority but will not accumulate seniority while on unpaid leave of absence. However, full-time employees on unpaid leave shall accumulate seniority while absent for sickness or other leave required by Federal or State Law.

Section 5. An unpaid leave of absence will be granted only after all voluntary leave, including vacation, sick leave, personal leave, comp time, etc. has been exhausted by the employee.

Section 6. The employer may require, at the employers discretion, that no more than two employees may be off work on a given day for vacation, personal leave, and compensatory time off, except in the case of an extreme emergency. The one employee will not include any non-bargaining unit employee or any detective, school liaison officer or UPSET officer.

### ARTICLE 13

#### 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.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 10 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Union.

### ARTICLE 14

#### MAINTENANCE OF STANDARDS

Section 1. 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 where ever specific provisions for change are made elsewhere in this Agreement.

## ARTICLE 15

### 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 Union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2. Upon twenty-four (24) hours notice of request to the Employer, 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 biweekly 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 employee shall be bonded and the cost of said bond shall be borne by the County Board of Commissioners.

Section 5. The method of uniform replacement will be the salvage system.

The annual footwear allowance for approved shoes and boots will be \$100.00 (\$125.00 on 10-1-2000). Any expenditure over this amount will be the responsibility of the individual officer. The \$100.00 annual allowance will not carry over to the next year if not used. The Detective will receive a \$300 clothing allowance per year.

The County will be responsible for cleaning of uniforms.

Section 6. The Employer will provide washrooms 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 7. The County Board will provide for the employee's false arrest insurance as presently provided.

Section 8. The County Board will 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 the Employer.

Section 9. MANDATORY SCHOOLS.

A) Schedules will not be revised to accommodate mandatory schools. Compensation will be as it occurs, or at the same rate for compensatory time, at the option of the employee.

NON-MANDATORY SCHOOLS.

A) On non-mandatory schools, officer must prearrange with Sheriff to have days off and/or shift changed. This would include rescheduling new days off.

B) If a Holiday is lost due to changing day off, Deputy would receive equivalent time off for lost pay.

C) If travel is on a Holiday and employee is not scheduled to work, it would be compensated at the correct premium rate.

Regular travel days would either be paid, or compensatory time off given at the discretion of the Sheriff.

Section 10. 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 11. Loss or damage. Employee 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. Employees shall report in writing to the Employer the loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 12. During the hours of darkness, the Employer will make a good faith effort to have two road patrol officers on duty in the 11-7 car understanding that any second 11-7 car if available will have one (1) officer. This effort is contingent upon the good faith effort for 24 hour road patrol coverage being

met. On New Year's eve, the Fourth of July and Labor Day, the County will maintain two (2) person patrols after dark. (Dark will be defined as commencing at 8:00 p.m.)

Section 13. SERGEANTS: Sergeants may be members of the bargaining unit and shall serve in the capacity of a work leader. In that capacity, they will relay all orders, directives, and policies promulgated by the Sheriff or his designee, to all Employees. They shall see that such orders, directives, etc. are carried out and shall report any deviations.

## ARTICLE 16

### 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 Safety Committee for consideration and recommendation. However, no employee shall be required to operate any vehicle that has already been written up as unsafe before it is checked by a supervisor.

Section 3. An employee who is injured while on duty and is required to leave duty because of such injury and is required to remain off duty by Medical Authority, will be paid for the whole day during which he was injured.

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.

Section 5. Any employee involved in any accident must immediately report said accident and any physical injury sustained. The employee involved 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. A supervisor shall be contacted immediately in all accident cases involving an employee.

Section 6. It is the duty of the employee at the beginning

of his shift to report the condition of all equipment. Such reports shall be made on a suitable form furnished by the Employer and signed by the employee. Defects essential to the safe and/or legal operation of the vehicle or equipment in violation of state requirements for emergency vehicles shall be written up by the employee on a multiple copy equipment work order as provided by the Employer and turned into the Employer or his designee immediately.

Section 7. The Safety Committee will consist of the Sheriff or Undersheriff, one (1) line supervisor, the Union Steward and one (1) Deputy Sheriff (as chosen by the employees), one (1) representative from the County Board, who will meet when necessary without delay, for the purpose of discussing safety and promulgating safety regulations. The Employer has the ultimate responsibility and shall make the final determinations on the adoption of all matters of safety and safety rules.

#### ARTICLE 17

##### 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 18

##### COURT AND FUNERAL LEAVE

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

Section 2. Full-time employees will be eligible for three (3) days funeral leave (not including days off) for death of father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepbrother, stepsister, grandparents, grandchildren or dependent living at home. For the death of a child, wife or husband, the employee will be eligible for seven (7) consecutive days off, including days off. The additional days off for death of child, wife, or husband will be deducted from sick leave.

Section 3. All employees shall turn in any jury or witness fees paid and mileage reimbursed for appearance in any court or administrative proceeding. When appearing in Delta County, no jury fee or mileage fee shall be paid by the employer.

#### ARTICLE 19

#### WORKERS COMPENSATION

Section 1. The employer shall provide Worker's Compensation protection for all employees even though not required by law.

#### ARTICLE 20

#### SPECIAL CONFERENCE

Section 1. 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 21

#### LIFE, DENTAL AND HOSPITALIZATION INSURANCE

Section 1. The base health and dental insurance figure to be paid to the insurance carrier by the County for each full time employee is an amount up to the following:

Single	\$218.73
Two Person	\$459.34
Family	\$514.02
Fam. Continuation	\$109.32

The second year of the contract starting October 1, 1997, the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the employee and 50 percent of the additional premium will be paid by the Employer.

The third year of the contract starting October 1, 1998, the above second year base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the



employee and 50 percent of the additional premium will be paid by the Employer.

The fourth year of the contract starting October 1, 1999, the above third year base figure plus 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the employee and 50 percent of the additional premium will be paid by the Employer.

The fifth year of the contract starting October 1, 2000, the above fourth year base figure plus 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the employee and 50 percent of the additional premium will be paid by the Employer.

Section 2. LIFE INSURANCE COVERAGE:

The Employer agrees to pay the premium of a term insurance plan for each full-time employee with a face value of \$10,000 while employed.

ARTICLE 22

THE CASH OPTION

PAYMENT IN LIEU OF HEALTH INSURANCE

Section 1. The Employer and Union agree that employees who currently receive payment in lieu of health insurance are grand fathered in and will have their payment in lieu of insurance premium frozen at the following rates: The rate for single will be \$75.00 and family \$150.00.

New full-time employees and present full-time employees who have insurance coverage must provide proof of insurance coverage but wish to receive payment in lieu of health insurance payments will be capped at \$75.00, with no distinction for single or family.

Section 2. The Employer agrees that in the event the employee is disabled in a job related accident, the Employer shall continue to pay the premium, for the life of the disability as outlined in Section 1 above. However, the Employer may discontinue paying such premium if the employee is not



disqualified for health insurance with respect to such disability and if the employee is no longer disabled, becomes employed or employable or is otherwise eligible for health insurance coverage, i.e. through spousal insurance, Medicare, etc.

## ARTICLE 23

### RETIREMENT

Section 1. The Employer will become a member of the Michigan Municipal Retirement System and all full-time employees attaining six (6) months of service will become members of the retirement plan. Provision is made for a full-time employee to have his/her 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.

Section 2. The pension provisions for all full-time employees covered by this Agreement shall be the F55 (20) with the B-4 Benefit Plan with the E-2 Cost of Living Option of the Michigan Retirement System.

Section 3. The Employer will pay the entire cost of providing the retirement plan specified herein.

## ARTICLE 24

### HOLIDAYS

Section 1. All probationary and regular full time 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 included:

New Years Day	Lincoln's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Day After Thanksgiving	December 24th
Christmas Day	

and December 31st employees working shall receive four (4) hours at the Holiday rate (2X), and employees not scheduled to work on a holiday shall receive four (4) hours at the straight time (1X) the hourly rate.

Section 2. Full time employees working on a legally established holiday as established in this Agreement will be paid

for hours worked at double time (2X) their regular rate, 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 a 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 approval of the Sheriff or his designee.

Section 4. Full time employees who are scheduled to work a holiday will be scheduled for eight (8) hours. Full time employees who are called in to work a holiday will be guaranteed four (4) hours of work.

## ARTICLE 25

### VACATIONS

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

<u>YEARS OF SERVICE</u>	<u>NO. OF VACATION DAYS</u>
After one (1) year	5 days
After two (2) years	10 days
After three (3) years	10 days
After four (4) years	10 days
After five (5) years	15 days
After six (6) years	16 days
After seven (7) years	17 days
After eight (8) years	18 days
After nine (9) years	19 days
After ten (10) years	20 days
After eleven (11) years	21 days
After twelve (12) years	22 days
After thirteen (13) years	23 days
After fourteen (14) years	24 days
After fifteen (15) years	25 days
After sixteen (16) years	26 days
After seventeen (17) years	27 days
After eighteen (18) years	28 days
After nineteen (19) years	29 days
After twenty (20) years	30 days

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, including those days earned but not yet credited. (On a prorated basis for the portion of year worked).

Section 4. Vacation schedules will be worked out as far in advance as possible. To accomplish this, management will dedicate the month of January as the period to accommodate employee's shift and off-day changes as dictated by the December "Sign-up".

Beginning February 1, management will call in full time employees, in the order of descending seniority and schedule their vacation requests according to availability. Scheduling of vacations for the given year will conclude by February 28th.

After February 28th, unscheduled vacation days will be awarded according to availability by order of request.

If the employee's schedule for the year changes after February 28th, the employee will have an opportunity to adjust their vacation schedule accordingly.

Once approved, vacations will not be rescinded, except in cases of emergency.

Section 5. Full time 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.

Section 6. All full time employees will receive only one (1) personal leave day non-cumulative from employees anniversary date to anniversary date after one (1) year of employment. Two (2) personal days may be taken from employees anniversary date to anniversary date which are to be deducted from sick leave. (In addition to the regular personal day.)

*Personal  
Leave*

Section 7. Vacation shall be taken in a least eight (8) hour increments. Vacations taken in conjunction with a holiday must be taken in at least a three day minimum increment. This provision shall not effect comp time, personal leave and sick leave.

## ARTICLE 26

### SICK LEAVE

Section 1. Sick leave for all full time employees shall

accrue monthly and shall be computed on the basis of not less than twelve (12) days per calendar year to a maximum accumulation of 126 days.

Section 2. Sick leave shall be available for use by full time employees in the bargaining unit for the following purpose:

(a) Acute personal illness or incapacity over which the employees have 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.

(d) Hospitalization of Spouse or Child.

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. A maximum of 75 unused sick days may be taken as paid time off upon severance of employment

For the current year any days earned but not yet credited will be prorated for that portion of the year worked, and added to the total.

Section 5. Any one who shall take sick leave from his duties shall not engage in any other employment or recreational activity during the time the employee was scheduled to be on duty. Visits to a doctor or hospital or a pharmacy for the purpose of obtaining medical advice or assistance is permitted. Misuse of sick leave by an employee may be grounds for disciplinary action.

Section 6. For the loss of time on account of injury incurred in the line of duty, regular full time 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 injury, but shall not be allowed on recurrence of previous injury.

(a) A regular full time employee who suffers injury, after the first (1st) week compensable under the Worker'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 Worker'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 he returns to active work.

Section 7. If an employee, upon returning from vacation, can provide a doctor's certificate attesting to the fact that the individual was bedridden or hospitalized, then the vacation time will be changed to sick leave for the duration of the incapacity.

Section 8. It is the employee's responsibility, when sick leave is utilized, to notify the Employer as soon as possible of the need for such sick leave. Failure to give notice may result in disciplinary action.

The Employer may require written medical verification of illness or injury in relation to the use of sick leave. Falsification of such evidence or failure to provide such evidence upon request shall be cause for discipline, up to and including dismissal. Upon the use of sick leave, the Employer may instruct the employee to have a medical examination and certification by a doctor of the Employer's choice at the Employer's expense, during work hours.

Section 9. The representatives of the Employer and Union agree that it is their mutual intent and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that the employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefor, will be required to exhaust paid leave entitlements for which they are otherwise eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

A description of the provisions of the FMLA, as described by the U.S. Department of Labor, is attached to the Agreement as Schedule "B".

ARTICLE 27



## DEFINITION OF EMPLOYEE FOR PURPOSES OF FRINGE BENEFITS

Section 1. 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 employees. Such determination of full-time employees shall be that as determined by the State Certification for Union representation.

## ARTICLE 28

### OVERTIME/CALL OUT

Section 1. The Sheriff or Undersheriff or Shift Commander will be responsible for call-outs for overtime. At their discretion, they may use part-timers, as set forth herein. Part-timers may be used for relief to cover for vacations, personal leaves, scheduled sick days, and compensatory days from Memorial Day through Labor Day of each year.

(a) For all other absences, such as unscheduled sick days, township contracts, grant and contract assignments, transport assignments, funeral days, etc., and all days between the day after Labor Day until the day before Memorial Day, order of call out will be as follows:

- (1) By seniority to off-duty officers.
- (2) By seniority to on-duty officers.
- (3) By part-timers.

Section 2. For purposes of this ARTICLE "Off-duty" shall mean officers not scheduled to work that day. "On-duty" shall mean officers scheduled to work that day.

Section 3. In the event overtime is refused by all eligible officers, order-in will be made in reverse order of seniority, including those individuals on layoff status. When an order-in is necessary, part timers will be ordered in first, then the most junior officer(s) scheduled to work that day shall be ordered in. No order-in of an officer shall be made to conflict with vacation, funeral leave or compensatory days off.

Section 4. In the case of scheduled overtime, call-out will be made as far in advance as practicable and officers will be given a reasonable amount of time to decide if they can work the overtime.

Section 5. Officers working eight (8) hours of overtime on



off-day shall be considered as "on-duty" for further overtime consideration. However, for purposes of this SECTION, an officer working overtime will not be ordered in for any additional overtime on that day.

Section 6. In emergency situations, call-out procedures as herein defined will be abated.

Section 7. Officers who cannot immediately decide if they can accept the overtime, will notify the caller, and if possible will be given a maximum of fifteen (15) minutes to decide. Scheduled overtime will not be subject to this provision. In case of scheduled overtime, call-out will be made as far in advance as practicable and officers will be given a reasonable amount of time to decide if they can work the overtime. In the event of an extreme emergency, this provision will not apply.

Section 8. Employees may accumulate up to eighty hours (80) of comp time in lieu of overtime payments.

## ARTICLE 29

### TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from October 1, 1996 (for present employees only as of 10-1-97) to and including September 30, 2001 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 revision 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 the contract year.

Section 4. In the event of an inadvertent failure by either party to give notice as 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 here to have here unto set their hands and seals the day and year first above written.

DELTA COUNTY BOARD  
OF COMMISSIONERS

BY Douglas B. Brown

10-6-97  
Date

DELTA COUNTY DEPUTY SHERIFF'S  
ASSOCIATION

BY [Signature]

10-01-97  
Date

SHERIFF OF DELTA COUNTY

BY [Signature]

10-1-97  
Date

SCHEDULE "A"

OVERTIME AND HOURS OF WORK

Section 1. The regular full time work week is established as forty (40) hours per week.

Section 2. Employees:

a) Full-Time Employee. A full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as full-time.

b) Part-Time Employee. A part-time employee is an employee who is working less than the full-time requirements on a regular schedule required for full-time.

Section 3. Overtime will be paid at one and one-half (1 1/2) time 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.

Section 4. The Shift Premium pay for the 3:00 p.m. to 7:00 a.m. shifts shall be thirty-three (\$.33) cents per hour.

Section 5. 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 employees must spend on his cases.

Section 6. Each full-time employee shall be granted a thirty (30) minute lunch break per eight (8) hours. Each full time employee shall be granted two (2) fifteen (15) minute coffee breaks each tour of duty.

Section 7. 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 8. LONGEVITY: Longevity pay shall be effective and paid the first pay period following entitlement based on the full time employee's individual anniversary date of employment. Longevity pay shall be paid on the regular paycheck following the full time employee's longevity date.

3 through 6 years - \$200.00	11 through 15 years - \$300.00
7 through 10 years - \$250.00	16 through 20 years - \$350.00

21 years and over - \$400.00

Section 9. All employees will move to the rates in classifications as herein after defined.

PAY SCHEDULE A

ROAD DIVISION

	<u>10/1/96</u>	<u>10/1/97</u>	<u>10/1/98</u>	<u>10/1/99</u>	<u>10/1/00</u>
Road Patrol Start	\$11.69	\$12.44	\$12.81	\$13.26	\$13.99
1st Year	12.15	12.90	13.29	13.76	14.52
2nd Year	12.67	13.42	13.82	14.30	15.09
3rd Year	13.13	13.88	14.30	14.80	15.61
Sergeant	13.91	14.66	15.10	15.63	16.49
Detective	13.91	14.66	15.10	15.63	16.49

# U.S. Department of Labor Program Highlights



Fact Sheet No. ESA 95-24

## THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

### EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the

current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

### EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

### LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of **unpaid** leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or

(over)



– to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a **combined** total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

– If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

– FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

**"Serious health condition"** means an illness, injury, impairment, or physical or mental condition that involves either:

– any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or

– Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

- (1) A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
  - treatment two or more times by or under the supervision of a health care provider; or
  - one treatment by a health care provider with a continuing regimen of treatment; or
- (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

(continued on next page)

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

#### MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

#### JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and

other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

#### NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

(over)

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

### UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

### ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily

resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

### OTHER PROVISIONS

Special rules apply to **employees of local education agencies**. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

### FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. (An interim final rule was published in the Federal Register on June 4, 1993.) For more information, please contact the nearest office of the **Wage and Hour Division**, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

DELTA COUNTY BOARD  
OF COMMISSIONERS

BY Douglas R. Bovi

10-6-97  
Date

SHERIFF OF DELTA COUNTY

BY Doug Carlson

10-1-97  
Date

DELTA COUNTY DEPUTY SHERIFF'S  
ASSOCIATION

BY Michael J. Berg

10-01-97  
Date



COUNTY OF DELTA

310 Ludington Street  
ESCANABA, MICHIGAN 49829

May 6, 1998

TO: All Commissioners  
FR: Thomas J. Boyne, Administrator *TJB*  
RE: Attached Memorandum of Understanding

Please find attached the completed Memorandum of Understanding between the Delta County Deputy Sheriff's Association and the Delta County Board of Commissioners and the Delta County Sheriff effective April 26, 1998.

As per Board directive at the April 14, 1998 meeting, the Personnel Committee reviewed Sheriff Gary Carlson's recommended language changes to the Delta County Deputy Sheriff's Association contract. These language changes were reviewed by the County's legal counsel, the Personnel Committee, and the Sheriff in their final form.

The Personnel Committee met with the Sheriff on April 17, 1998 and were again reassured by Sheriff Carlson that these language changes would enable him to operate a 24 hour road patrol, since it would give him the needed management prerogatives to accomplish this stated goal.

The Personnel Committee expressed concern that even with the language changes, intensive supervision and planning were needed to accomplish Sheriff Carlson's stated objective of a 24 hour road patrol. The Sheriff explained his management structure and that he was confident in his ability to make the road patrol functional on a 24 hour basis. Upon receiving this assurance from Sheriff Carlson, the Committee authorized the attached changes.



*effective 4-26-98*

**MEMORANDUM OF UNDERSTANDING**

BETWEEN THE

Delta County Deputy Sheriff's Association

and

Delta County Board of Commissioners

and Delta County Sheriff

for

The Sheriff's Department

April 13, 1998

through

Terms of this MEMORANDUM OF UNDERSTANDING

Under this Memorandum of Understanding the following Articles and Schedules are amended to include these changes:

The classification of Lieutenants position shall be considered a union position. The position shall be recognized as excepted in Article 1: Recognition, referring to Schedule "A" under Section 2. It shall be posted in the attached Pay Schedule "A" on the date of signing this agreement. It shall remain there through the duration of this contract and any successor agreement unless deemed otherwise by mutual agreement. The rate of pay posted at the time of this agreement shall be nine (9%) percent over the top rate of pay for the third (3<sup>rd</sup>) year road patrol position.

There will be no change in Schedule "A" Section 4. (Shift Premium) for the purpose of this Memorandum.

The following Articles are amended to include the following changes for the purpose of implementing twelve (12) hour shifts. The duration of this portion of the Memorandum of Understanding shall have a "Trial Period". This is for the duration of the fiscal year of 1998, and is also contingent upon continuation by the Sheriff of 24-hour road patrol coverage. They shall be revisited at that time by the parties at which time the parties will discuss only the contents herein, if the parties do not mutually agree for continuation at that time, all amendments that follow shall cease and the shift schedule in place at the time of the signing of this Memorandum shall be the regular schedule returned to.

"ARTICLE 24" Titled "Conversion of Hours"

Implementation of a new Article, to be and to read as follows:

Section 1: All "Road Patrol" positions covered under "Pay Schedule A" shall have their days of accrued benefit time converted to hours of accumulation, at eight (8) hours per day based on accumulated and unused hours existing at the time of the adoption of this contract amendment. This is for the purpose of computing "off" time to coincide with the twelve (12) hour shifts.

Section 2: "Holiday Pay". Full-time employees working on a holiday as established in this Agreement, shall be paid for each hour worked at double time (2X) their regular rate, plus the eight (8) or twelve (12) hours of regular pay, depending on their regularly scheduled work day. Employees on the twelve (12) hour schedule who are off duty on the holiday shall receive holiday pay at 8 hours accumulation.

All remaining Articles shall be renumbered accordingly to reflect this new article.

The now renumbered:

Article 25, HOLIDAYS:

Section 1: The second sentence of the first paragraph shall be amended to read as follows: "Employees will be paid their current rate based on an eight (8) or twelve (12) hour day, whichever the employee is working for said holiday."

The portion of Section 1 after the listed holidays beginning with "and December 31<sup>st</sup> employees", shall be rewritten to read as follows: "And December 31<sup>st</sup> employees working an eight (8) hour shift schedule shall receive four (4) hours at the regular holiday rate (2X), and eight (8) hour shift employees not scheduled to work on a holiday shall receive four (4) hours at the straight time (1X) hourly rate."

Section 4 shall be rewritten to read as follows: "Full-time employees who are scheduled to work a holiday will be scheduled for eight (8) or twelve (12) hours, whichever conforms to their regularly scheduled work day. Full-time employees who are called in to work a holiday will be guaranteed four (4) hours of work."

The now renumbered:

ARTICLE 26, VACATION:

Add a new subsection – Section 8. "Only one person working the twelve (12) hour shift schedule shall be off at one time. This only refers to and affects the Road Patrol personnel. No other persons in this bargaining unit are affected by this change."

The now renumbered:

ARTICLE 29, OVERTIME/CALL OUT:

Section 1 shall be revised to read as follows:

"Section 1. The Sheriff or Under Sheriff or Shift Commander will be responsible for call-outs for overtime. At their discretion, they may use part-timers, as set forth herein. Part-timers may be used for relief to cover for vacations, personal leaves, scheduled sick days, compensatory days, and any temporary workers' compensation created openings. In the event that position is permanently vacated, that position shall be immediately assigned a full-time staff through the promotional and/or hiring procedure.

(a) For all other absences, such as unscheduled sick days, township contracts, grant and contract assignments, transport assignments, funeral days, etc., the order of call-out will be as follows:

- (1) By seniority to off duty officers.
- (2) By seniority to on duty officers.
- (3) By part-timers."

Any reference to eight (8) hour shifts regarding "Road Patrol" schedules, anywhere in this agreement years one (1) through three (3) shall apply to the new schedule of twelve (12) hour shifts.

Revision to Schedule "A"

SCHEDULE "A"

OVERTIME AND HOURS OF WORK: Section 3 shall be rewritten to read as follows:

"Overtime will be paid at one and one-half (1½) times the hourly rate for all hours in excess of eight (8) for those employees working an 8-hour scheduled shift, and for hours worked in excess of twelve (12) for those employees scheduled to work 12-hour shift assignments."

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

DELTA COUNTY BOARD OF COMMISSIONERS

DELTA COUNTY DEPUTY SHERIFF'S ASSOCIATION

By: David E. Schultz  
Jason P. Thibault  
4/22/98  
Date

By: Michael J. Brown  
Tracy L. Landre  
April 22, 1998  
Date

SHERIFF OF DELTA COUNTY

[Signature]  
Jason P. Thibault  
April 22, 1998  
Date

PAY SCHEDULE A

ROAD DIVISION

	<u>10/01/96</u>	<u>10/01/97</u>	<u>10/01/98</u>	<u>10/01/99</u>	<u>10/01/00</u>
Road Patrol					
Start	\$11.69	\$12.44	\$12.81	\$13.26	\$13.99
1st Year	12.15	12.90	13.29	13.76	14.52
2nd Year	12.67	13.42	13.82	14.30	15.09
3 <sup>rd</sup> Year	13.13	13.88	14.30	14.80	15.61
Sergeant	13.91	14.66	15.10	15.63	16.49
Detective	13.91	14.66	15.10	15.63	16.49
Lieutenant		15.13	15.59	16.13	17.01



## LETTER OF AGREEMENT

January 27, 1999

Between:

Sheriff Gary R. Carlson  
and  
Delta County Deputy Sheriff's Association

Regarding:


Use of Part-Time Deputies for Civil Process and Warrant Service

Whereas the contract between the Deputy Sheriff's Association and the Sheriff limits the use of Part-Time deputies to cover for vacation, personal leave and scheduled sick days, it is agreed by the Deputy Sheriff's Association and the Sheriff to the following:

That Part-Time deputies may be used for the service of Civil Papers and Warrants in an attempt to assist Full-Time deputies with their duties by freeing them of time used for this function.

That this arrangement be limited to the end of this budget cycle, unless agreed upon by BOTH parties.

Sheriff Gary R. Carlson  Date 1-29-99

Deputy Ed Oswald  Date 2-1-99