

9/30/2002

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AGREEMENT

TEAMSTERS LOCAL #328

and

THE DELTA COUNTY BOARD OF COMMISSIONERS

and

THE DELTA COUNTY SHERIFF

for

THE SHERIFF'S DEPARTMENT

October 15, 1999

through

September 30, 2002

Delta County

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AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of October, 1999, 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 LOCAL UNION NO. 328, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at P.O. Box 605, Escanaba, MI 49829, 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 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 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 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 employees. 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 while on County time and during their regular shift without loss of pay. (This includes training with all firearms.) This section applies to all employees who have completed their one (1) year trial basis as County employees in a specific classification. It does not apply to new Corrections Officers employees who must be trained to meet minimum qualifications.

Section 4. Firearms training and certification is required prior to performing the correctional duties of prisoner transportation and courtroom security. Corrections Officers will not be eligible for such duty unless so certified.

Corrections Officers will be afforded an hour of firearms

training before attempting their first certification attempt. (Requires two out of three). If not successful, another 30 minutes of training will be afforded before a second attempt at the certification, if requested by the Corrections Officer.

Failure to qualify after three attempts will result in de-certification until the next scheduled department training session.

ARTICLE 4

WAGES AND HOURS OF WORK

Section 1. Attached hereto and marked Schedule "A", are schedules showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and Appendix "B", and the contents hereof shall constitute a part of this Agreement.

Section 2. A regular full-time work period is established at eighty four (84) hours over a two (2) week period, for twelve (12) hour shift employees. The regular full time work week is established as forty (40) hours per week for front desk personnel and corrections lieutenant.

Section 3. 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 4. The Shift Premium pay for the 7:00 p.m. to 7:00 a.m. shifts shall be forty (\$.40) cents per hour.

Section 5. Each full time employee shall be granted a thirty (30) minute lunch break per shift. Each full-time employee shall be granted two (2) fifteen (15) minute coffee breaks each tour of duty.

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 upon approval, in advance, by the Sheriff or his designee. 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. 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 management of the Sheriff's Department and the direction of working force including the right to determine the size and deployment of the work force, to direct, plan and control law enforcement and the work force, to direct, plan and control law enforcement operations, to hire, lay off, recall, transfer, promote, demote, suspend for cause, discipline and discharge any employees for cause, to introduce new and improved operating methods and/or facilities, and to change existing operating methods and/or facilities, to set policies for the department, and to manage in the traditional manner are vested exclusively in the Sheriff.

Section 4. 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 WITHIN THE BARGAINING UNIT shall prevail for layoff and recall of employees, as long as State mandated requirements are met. In reducing the work force because of lack of work or other legitimate cause, the last employee hired WITHIN THE BARGAINING UNIT DIVISION (Corrections Division or Clerical Division) shall be the first employee laid off and the last employee laid off WITHIN A BARGAINING DIVISION shall be the first employee RECALLED. EMPLOYEES OUTSIDE THE BARGAINING UNIT WILL NOT HAVE ANY RIGHTS FOR BUMPING INTO THE BARGAINING UNIT.

Section 2. The Employer shall post a list of the employees arranged in the order of their seniority and indicate the division assigned (Corrections/Clerical). This list shall be posted in a conspicuous position at the place of employment. Sergeants and Lieutenants will be included in the seniority list, and for the purposes of overtime and layoff, they will be treated the same as any other employee.

Section 3. Seniority shall be broken only by discharge or voluntary quit, on layoff for a period of more than twenty-four (24) 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, sent by registered mail and mailed to his last known address and/or by personal deliver. 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.

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 within a division. Highest seniority employees utilized first.

- (b) Within a division, laid off employees will be used for covering scheduled "short days"; scheduled sick time, and scheduled vacation.
- (c) Wage rate, applicable rate.
- (d) Insurance premiums prorated in the following manner: Laid off employee to pay the entire premium for 100% coverage beginning at the first month working, with the Employer contributing the applicable percentage in the following month based on the previous month's days worked. Twenty (20) working days per month would constitute 100% contribution; 15 working days per month would constitute 75% contribution; 10 working days would constitute 50% contribution.

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 they held at the time of their promotion and shall maintain the seniority rank they had at the time of their promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

Section 7. Once each year, in December, full-time employees will be allowed to select their shift, within their division, by seniority, for the entire upcoming year.

Employees wishing to remain on their shift, but desiring to change off-day cycles, may opt to do so at "sign up" time. Employer agrees to accommodate such requests during the first two pay periods of the new year. Part-time corrections officers may be used to help satisfy the employees request for change of days off.

A vacancy within the corrections division, that results in a new hire shall mandate a shift posting within three (3) months of the date of the new hire.

Section 8. In the event a supervisory position is eliminated, the supervisor with the least time-in-grade shall be the one eliminated. The employee 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 an injured employee to allow for use of light duty work or to accommodate that employee's handicap or disability under any federal law. This will not result in the change of shift of any other full time employee.

Section 10. Loss of seniority will occur if employee is absent for two (2) consecutive working days without notifying the employer.

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)
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. The source material from which the written examination questions will be taken will be posted at least two (2) weeks prior to the written examination.

Section 5. An Oral Examination Board is hereby created, consisting of the Sheriff (or his alternate), a line Command Officer, and one (1) Corrections Officer. The member

representing the employees must not be a candidate for the promotion.

Section 6. 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 7. Within fourteen (14) 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 8. All promotions 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 9. 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 10. All deputies with three (3) or more years of experience (within the Department) in their classification shall be allowed to take promotional examinations.

ARTICLE 9

DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discipline any employee without just cause. In respect to discharge, the Employer shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy to the Union and Steward, except that a warning notice need not be given to an employee before discharge for dishonesty, intoxication on duty, or issuance of criminal warrant. Any employee suspended shall be suspended with pay, pending the outcome of the criminal proceedings.

Section 2. Dishonesty shall be defined as: "Any willful attempt to conceal or alter facts pertinent to an investigation; misappropriation of money or property; any theft or attempted theft of money or property; the issuance of a criminal warrant naming the Officer as principal.

Section 3. 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/she 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 10 thereof.

Section 4. 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. It is mutually agreed that should any grievances, disputes or complaints arise 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 Sheriff or Undersheriff. 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) employee 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) 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 representative and the Employer and/or their representatives to review the matter. Such meeting will be held within five (5) 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 five (5) employee working days after such incident was known to the grieving party, or should have reasonably been known to the grievant. 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.

Section 4. It is further agreed that in all cases of any unauthorized strike, slowdown, walkout 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 prevent such unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have the sole and complete right of discipline including discharge.

ARTICLE 11

STEWARDS

Section 1. 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 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 Local Union action.

3. 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, 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 Local Union). The Employer recognized 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. The Employer agrees to grant time off not to exceed twenty-four (24) hours in any one calendar year, without discrimination or loss of seniority rights and without pay, to any full time employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (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.

Section 3. NEWBORN CHILD CARE: A leave of absence without pay shall be granted for newborn child care not to exceed one (1) year, when such leaves start on a date agreed upon by the Employer, the County Physician, and the full time employee in accordance with recommendation of the employee's Physician. Prior to return to active employment, the full time employee must

present a statement from her physician that she is able to return to work.

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. 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 6. 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.

One employee may be off work on a given day for vacation, personal leave and compensatory time off, except in cases of extreme emergency. The Jail Administrators' vacation is not counted in this equation.

However, management may grant more than one corrections officer off with the availability of part-time employees.

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 Local 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 employees 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. All full-time Corrections Officers will be issued ample uniform attire to include three uniform pants, three long sleeve shirts, three short sleeve shirts, one uniform tie, a winter jacket, a summer jacket, a standard belt and uniform utility belt including keepers. Corrections Officers will also be issued a badge, set of collar brass, tie bar and name plate, a set of handcuffs with case, chemical spray canister and holder and leather key holder.

The annual footwear allowance for approved shoes and boots

will be \$100. Any expenditure over this amount will be the responsibility of the full-time employee or part-time employee with one year or more of service. The \$100 annual allowance will not carry over to the next year if not used.

The employee will be responsible for cleaning of uniforms. The employer will provide each employee a \$300 per year cleaning allowance for these uniforms.

If, at the end of this contract, the maintenance of uniforms is not to the standard of the Sheriff, the County will assume the cost of uniform cleaning and the \$300 allowance will be discontinued.

Section 6. The Employer will provide washrooms and lockers for the changing and storing of clothing. Said lockers are the property of the employer. 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 without pay.

Section 7. 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 8. MANDATORY SCHOOLS. Upon completion of a none year probation period:

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. Upon completion of the one year probation period:

A) On non-mandatory schools, employees may 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 9. 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 10. 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 11. The employer will maintain jail staffing to a level that will guarantee the highest degree of safety to staff and inmates. That there will be no less than two (2) corrections officers working the night shift (7:00 p.m. to 7:00 a.m.) And no less than three (3) corrections officers working the day shift (7:00 a.m. to 7:00 p.m.)

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. Any employee involved in any physical or vehicular accident shall immediately report said accident and any physical injury sustained. The employee involved shall make out an accident report in writing in forms furnished by the Employer and shall run 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 5. The Safety Committee will consist of the Sheriff or Undersheriff, one (1) line supervisor, the Union Steward and one (1) Unit employee (as chosen by the employees), the County Administrator, who will meet when necessary without delay, for the purpose of discussing safety and promulgating safety regulations. The Employer has the responsibility to make the final determinations in accordance with applicable laws and regulations.

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 granted upon request twenty-four (24) hours 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 granted upon request fifty-six (56) hours, not including days off). The additional days off for death of child, wife, or husband will be deducted from sick leave.

ARTICLE 19

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 20

HOSPITALIZATION MEDICAL COVERAGE

Section 1.

(a) The Employer agrees to pay the premium for hospitalization medical coverage for the employee and his family. This coverage shall be applied to all full-time employees covered by the terms of this Agreement. The Employer reserves the right to accept bids from other carriers. The Employer agrees, if another carrier is selected, to provide equal or better coverage in comparison to what is currently enjoyed.

(b) The Employer agrees to pay the premium for hospitalization medical coverage for all full-time employees and their families during an employee's absence as a the result of any injury, illness or maternity to the extent that said employee is either drawing sick leave benefits or vacation benefits, and in the event that said employee is drawing worker's compensation, the Employer agrees to pay the premium for said hospitalization for a period of not to exceed six (6) months.

(c) The Employer agrees to pay coverage for Blue Cross Blue Shield of Michigan Health Insurance Plan ~~CBI MH 20%~~, including the \$10/\$20 drug card and \$25 ER co-pay for all full-time employees.

(d) The Employer agrees to provide payment to the insurance carrier for the Blue Cross Blue Shield dental care program with Plan C during the term of this contract for all full-time

employees.

(e) The Employer agrees to pay coverage for the Blue Cross Blue Shield of Michigan Optical Plan (Vis) for all full-time employees.

(f) The Employer will grant the employees, who maintain adequate medical coverage for themselves, spouses, and dependents, the option of payment in lieu of the health insurance premium.

(g) Employees who retire from employment with the Employer, in accordance with the provisions of the Employer's retirement system, may at retirement age, have the privilege of continuing the Group Medical Policy or Medicare supplement coverage; provided that said employee is eligible under the Group Medical Policy. The employee must pay the group premium rate as established in effect, in advance for said coverage and only until such time as the employee and/or his or her spouse or dependents attain the age of sixty-five (65) years, or are eligible for Medicare benefits or other governmental medical benefits. Retired employees covered by Medicare may carry, at their own expense under the Employer's group policy, a Medicare supplement policy. The cost of said policy to be paid, in advance, by the employee at a rate established in accordance with the policy terms.

The above privilege will be extended for those employees who, at retirement age, have completed ten (10) or more consecutive years of service with the Employer, immediately prior to retirement.

(h) Employees who retire from the Employer in accordance with the provisions of the Employer's retirement system may, at retirement age, continue the Employer's Group Policy for life insurance, if the employee pays the group premium in effect, in advance for said coverage until age seventy (70). The above privilege will be extended for those employees who, at retirement age have completed ten (10) or more consecutive years of service with the Employer, immediately prior to retirement.

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.

Section 3. The base health (CB Plan 1), dental, optical, \$10/\$20 drug card, \$25 ER co-pay and life 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	\$261.31
Two Person	\$544.65
Family	\$614.71
Fam. Cont.	\$128.64

The first year of the contract starting October 15, 1999, the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier.

The second year of the contract starting October 15, 2000, the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier.

The third year of the contract starting October 15, 2001, will be the second year base figure plus 10% and up to this amount will be paid for the actual premium to the insurance carrier.

ARTICLE 21

THE CASH OPTION

PAYMENT IN LIEU OF HEALTH INSURANCE

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 if they wish to receive payment in lieu of health insurance. Payments will be capped at \$75.00, with no distinction for single or family.

ARTICLE 22

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.

Section 4. A person planning to retire must give 30 days written notice prior to the planned date of retirement in order to receive payment for accrued sick leave and annual leave at time of retirement. This will not effect emergency or medical retirements.

ARTICLE 23

HOLIDAYS

Section 1. All probationary and regular full time employees, not scheduled to work, will be eligible to receive eight (8) hours holiday pay for the following holidays:

Holidays included:

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

Only minimum personnel will be scheduled in the front office for the above holidays, consistent with staffing levels of weekends.

Section 2. Full time employees working on a holiday as established in this Agreement will be paid for each hour worked at double time (2X) their regular rate, plus eight (8) hours or twelve (12) of regular pay, depending on their typical workday schedule.

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 eight (8) hours (for eight hour shift employees), or twelve (12) hours (for twelve hour shift employees) for each such holiday. Or, the employee may make arrangements for a personal leave day at a later date with approval of the Sheriff.

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

ARTICLE 24

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	40 hours
After two (2) years	80 hours
After three (3) years	80 hours
After four (4) years	80 hours
After five (5) years	120 hours
After six (6) years	128 hours
After seven (7) years	136 hours
After eight (8) years	144 hours
After nine (9) years	152 hours
After ten (10) years	160 hours
After eleven (11) years	168 hours
After twelve (12) years	176 hours
After thirteen (13) years	184 hours
After fourteen (14) years	192 hours
After fifteen (15) years	200 hours
After sixteen (16) years	208 hours
After seventeen (17) years	216 hours
After eighteen (18) years	224 hours
After nineteen (19) years	232 hours
After twenty (20) years	240 hours

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. First consideration will be given to full day requests unless a partial day has been requested and approved on or before February 28.

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 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 after one (1) year of employment, which are to be deducted from sick leave. (In addition to the regular personal day.)

Section 7. Each employee will be allowed forty eight (48) hours of vacation carry over. No borrowing of vacation days will be allowed unless approved by the Sheriff or Undersheriff.

ARTICLE 25

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 ninety six (96) hours per calendar year to a maximum accumulation of 1008 hours.

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 504 hours of unused sick hours may be taken as paid time off upon severance of employment.

For the current year any hours earned but not yet credited will be prorated for that portion of the year worked, and added to the total. Upon death of employee, unused sick leave hours up to the 504 hour limit, will be paid at the prevailing rate to the employee's beneficiary.

Section 5. Any employee who shall take sick leave from their duties shall not engage in any other employment or recreational activity and shall remain at their home during the time the employee was scheduled to be at work, unless prior permission was granted by the Sheriff or Undersheriff. Any visit to the pharmacy, doctor, hospital or medical facility, for the purpose of obtaining medical treatment, advice or assistance, is permitted. Misuse of sick leave by an employee may be grounds for disciplinary action. After three consecutive sick days, the employer may require a doctors release to return back to work.

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 forty (40) hours, 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) 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.

ARTICLE 26

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 27

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 for the clerical operation. Additionally, part-timers may be used for corrections relief to cover for scheduled days off, or a Corrections Officer on transport assignment, if part-timers are not used for the above purposes:

- (a) Order of call out will be as follows:
- (1) By seniority to off-duty employees within the division to be filled.
 - (2) By seniority to on-duty employees within the division to be filled.

- (3) One full-time Corrections Officer will be mandatory on each shift in the Corrections Division.

Section 2. It is a correctional function to provide courtroom security, or move or transport prisoners. The employer will have full discretion as to assignment of eligible corrections officers for courtroom security and any transfer of inmates to and from prisons, jails, courts or any other institutions or facilities, including discretion to utilize currently scheduled officer(s) of the Corrections Division, rather than calling off-duty officers. This does not preclude management from contracting with other private or governmental Prisoner Transport Services for the purpose of transporting prisoners from other facilities outside the area defined by the attached map when economically feasible. Nor will the duty of the courtroom security interfere with the Sheriff's responsibility to provide adequate courtroom security, by either employment of a Court Security Officer, or use of other personnel in emergency situations.

All prisoners transports outside of the Upper Peninsula will be done by two corrections officer.

When utilizing currently scheduled Corrections Officer for transports, any vacancy in the jail resulting from their transfer of inmates may be filled by part-time corrections staff.

Furthermore, this shall not interfere with management right to utilize other personnel when "relays" are provided for the transfer of inmates from jails or neighboring jurisdictions.

(a) If off-duty Corrections Officer(s) are used for transports the order of call out will be as follows:

- (1) By seniority to Off-duty Corrections Officers.
- (2) By seniority to On-duty Corrections Officers.

Section 3. For purposes of this ARTICLE "Off-duty" shall mean employees not scheduled to work that day. "On-duty" shall mean employees scheduled to work that day.

Section 4. In the event overtime is refused by all eligible employees, 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 employee(s) scheduled to work that day shall be ordered in. No order-in of an employee shall be made to conflict with vacation, funeral leave or compensatory days off.

Section 5. Employees 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 the case of scheduled overtime, call-out will be made as far in advance as practicable and employees will be given a reasonable amount of time to decide if they can work the overtime.

Section 6. Employees 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 7. In emergency situations, call-out procedures as herein defined will be abated.

Section 8. (A) For eight (8) hour shift employees, overtime will be paid at one and one-half ($1 \frac{1}{2}$) 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.

(B) For twelve (12) hour shift employees, overtime will be paid at one and one half ($1 \frac{1}{2}$) times the hourly rate for all hours in excess of twelve (12) hours in any one day and in excess of eighty four (84) hours in a two (2) week pay period.

Section 9. 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 10. 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 fourteenth (14th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of his fourteenth (14th) hour.

ARTICLE 28

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 years	- \$150	10 through 14 years	- \$400
4 through 6 years	- \$250	15 years and over	- \$500
7 through 9 years	- \$300		

ARTICLE 29

COMP TIME

The Compensatory time policy will allow a maximum accumulation of 80 comp time hours to occur. Once this number is reached, the hours would have to be used up before additional hours can be accumulated.

ARTICLE 30

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from October 15, 1999 to and including September 30, 2002 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

TEAMSTERS & CHAUFFEURS
UNION LOCAL NO. 328

BY _____

BY _____

Date

Date

SHERIFF OF DELTA COUNTY

BY _____

Date

PAY SCHEDULE A

10/15/99 10/01/00 10/01/01

CORRECTIONS DIVISION

Start	\$11.60	\$11.95	\$12.31
1st Year	12.28	12.65	13.03
2nd Year	12.86	13.25	13.65
3rd Year	13.40	13.80	14.22
Sergeant	14.19	14.62	15.05

SALARIED

*Lieutenant	33,378.86	34,380.23	35,411.64
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CLERICAL DIVISION

Clerk

Start (Full-time)	8.35	8.60	8.86
1st Year (Full-time)	9.20	9.48	9.76

Office Manager

Start (Full-time)	9.89	10.19	10.50
1st Year (Full-time)	11.10	11.43	11.77

Part-time

Clerical Division	7.30	7.52	7.75
Corrections Division	8.99	9.26	9.54

*The above salaried employee is not eligible for overtime pay, time and a half or call our pursuant to Article 27. Said salaried employee will receive comp. time the same as other salaried employees.

DELTA COUNTY BOARD
OF COMMISSIONERS

BY _____

Date

SHERIFF OF DELTA COUNTY

BY _____

Date

TEAMSTERS & CHAUFFEURS
UNION LOCAL NO. 328

BY _____

Date

ATTACHMENT B

DRUG AND ALCOHOL POLICY

OBJECTIVE:

Ensure a Drug Free Workplace. The increased use of drugs and alcohol in our society and, in particular, the work place has become a national problem. The misuse of drugs and alcohol is a serious problem for employees, their families, and the general public, as the costs, dangers and adverse effects are well documented. Unfortunately, the County of Delta cannot escape this national problem, and a formal policy is needed to clarify the County of Delta's action in these cases. This formal policy maintains the County of Delta's position that misuse of drugs or alcohol is unacceptable.

POLICY:

A. Introduction: It is the County of Delta's belief that the misuse of drugs, alcohol or any substance having a physiological, psychological or biochemical effect impairs employee health, employee performance and creates unsafe working conditions. The County of Delta is committed to maintaining a productive, safe and healthy work environment free of unauthorized drugs and unauthorized alcohol use. In implementing this policy, the County of Delta will encourage educational programs and, in appropriate circumstances, initiate rehabilitation or disciplinary measures.

B. County of Delta's Drug and Alcohol Policy

Drug Policy: The possession, distribution or sale of nonprescribed, unauthorized drugs by County of Delta employees while on the County of Delta premises or while engaged in the County of Delta business is prohibited. Further, the conviction of any drug related offense and the use of any nonprescribed controlled substances are considered violations of this policy.

Alcohol: The consumption, use or possession of any alcoholic beverages on the County of Delta premises is prohibited, while engaged in County of Delta Business. Further, reporting to work while under the influence of alcohol by any employee is prohibited. Any employee with a blood alcohol level of .04 or above shall be construed as being under the influence of alcohol.

DEFINITIONS:

Unauthorized Drugs: For the purposes of this Policy, the term "unauthorized drugs" shall mean any substance other than an authorized substance, which is, or has the effect on the human body of being a narcotic, depressant, stimulant, hallucinogen or cannabis, their precursors, derivatives or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act.

Authorized Substances: Substances having a physiological, psychological or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which the employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "authorized substances" for the purposes of this Policy.

County of Delta Premises: County of Delta premises includes, but is not limited to, County of Delta owned, rented, used or leased property; County of Delta work site locations, County of Delta owned, rented or leased vehicles, or employee owned vehicles if being used to transport County of Delta program participants or employees on department business.

MEDICATION/SUBSTANCE REPORTING:

It is the employee's responsibility to notify the County Administrator in writing when he/she is taking any prescription or nonprescription medicine or substance which may impair his/her mental faculties and physical abilities.

EMPLOYEE ASSISTANCE AND REHABILITATION:

Rehabilitation referral assistance shall be available for any employee who feels the need for assistance in dealing with any alcohol or drug problem.

Employees who feel they need assistance with drug or alcohol problems, are encouraged to volunteer for rehabilitation assistance before the problem leads to a situation which could jeopardize their employment. Employees who volunteer for such rehabilitation before they have performance problems or before the County of Delta is aware of a violation of its policies, will not

be subject to discipline on the basis of their voluntary request for rehabilitation. Employees participating in an assistance and rehabilitation program for drug or alcohol treatment will be governed by the terms of Article 23(I) with respect to accumulated paid leave days or unpaid health leave during their absence.

CRIMINAL OFFENSES:

Any employee convicted of a drug related criminal offense must notify the Administrator immediately and in all cases within five (5) days.

VIOLATIONS OF THE POLICY:

Any violation of the County of Delta's Drug and Alcohol Policy, will subject the employee to discipline, up to and including discharge, for the first offense. The County of Delta's Administrator may also take any or all of the following actions:

1. The Administrator may refer the employee for substance abuse evaluation and may make compliance with any recommended rehabilitation program a condition of future employment.
2. The Administrator may require a health leave of absence immediately if medical conditions warrant the same. The employee will be governed by the terms of Article 23(I) with respect to accumulated personal leave days, vacation, comp. time and sick leave when applicable, however, if the employee is required to take a health leave of absence.
3. The Administrator may reassign the employee until the problem(s) is corrected.
4. The Administrator may terminate the employment of the employee if the problem(s) is not corrected within one (1) year, or in the case of a nonprescribed unauthorized drug, the problem reoccurs after the initial incident.
5. The Administrator may take disciplinary actions in accordance with the County of Delta work rules and policies, including discharge.

6. Notwithstanding the foregoing, any employee distributing, selling or discovered in the act of using unauthorized drugs on the County of Delta premises or while engaged in the County of Delta business will be subject to immediate discharge in all cases.

ADMINISTRATOR:

This Drug and Alcohol Policy shall not be construed to limit the Administrator's right to take other appropriate and immediate actions when deemed necessary in dealing with drug, alcohol or health related employee matters, provided such other actions are in accordance with the law and this agreement.

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.

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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.

