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9/30/96

AGREEMENT

TEAMSTERS LOCAL #328

and

THE DELTA COUNTY BOARD OF COMMISSIONERS  
and  
THE DELTA COUNTY SHERIFF

for

THE SHERIFF'S DEPARTMENT

October 1, 1993

through

September 30, 1996

*Delta County*

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## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 1993, 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 517 Ludington Street, 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 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 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.

#### 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 upon approval in advance by the Sheriff.

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 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 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 because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. Regardless of the above language, if layoffs occur, dispatchers will be laid off first and corrections officers, if replacing dispatchers will be paid their corrections rate.

Section 2. The Employer shall post a list of the officers arranged in the order of their seniority and indicate the division each officer is assigned (Corrections/Road Patrol). This list shall be posted in a conspicuous position at the place of employment. Sergeants and Corporals will be included in the seniority list, and for the purposes of overtime and layoff, they 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 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. 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 shall lose all seniority rights under the Agreement.

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. Except that all corrections certified officers shall be utilized first.
- (b) Laid off employees 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 he held at the time of his promotion and shall maintain the seniority rank he had at the time of his promotion.

It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

Section 7. Once each year, in December, full time officers will be allowed to select their shift, within their division, by seniority. Sergeants and Corporals will be allowed to select their shift, within their classification, based on "time-in-grade".

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.

## 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<br>Seniority) | - 10 points (maximum)<br>One (1) point for each<br>year of service up to<br>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) Deputy Sheriff. The member representing the Deputies 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 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. Postings will specify eligibility by either Road Patrol or Corrections Officers, or both, provided Deputies have had three (3) or more years within the Department. 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 discharge or suspend any employee without just cause, but in respect to discharge or suspension 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, except an Officer 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 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, the Steward, or both, and the Shift Commander. 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 (3) days 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 while on such leave.

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.

## 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 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. To initiate the system the following items will be added to the present issue for each Deputy Sheriff:

- A) Fatigues
- B) Hat
- C) Raincoat

The annual footwear allowance for approved shoes and boots will be \$75.00. Any expenditure over this amount will be the responsibility of the individual officer. The \$75.00 annual allowance will not carry over to the next year if not used. The County will be responsible for the cleaning of uniforms. The details of the system will be complied in a letter of understanding. The Detective will receive a \$300 clothing allowance per year.

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. Upon completion of the six (6) month trial basis:

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 six (6) month trial basis:

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. CORPORAL, SERGEANTS AND SENIOR SERGEANT: Corporals and 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.

Section 14. The employer will make a good faith effort to have 24 hour road patrol coverage depending on the availability of the required road patrol millage money and manpower. Furthermore, employer will make a good faith effort to budget the replacement of a minimum of two patrol cars each year depending on the availability of road patrol millage money.

Section 15. The employer will make a good faith effort to increase corrections officer coverage in back of the Jail depending on the availability of budgeted funds. Furthermore, two corrections people will be kept on duty in Delta County if possible.

## 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 shall 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. Pictures shall be taken of all accidents.

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.

#### 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, dental 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	\$176.41
Two Person	\$371.35
Family	\$402.82
Fam. Cont.	\$ 82.25

The first year of the contract starting October 1, 1993, 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 second year of the contract starting October 1, 1994, 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, 1995 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. If the actual premium is above the second year 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.

## ARTICLE 22

### 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 grandfathered in and will have their payment in lieu of insurance premium frozen at the following rates:

Single: \$102.68  
Family: \$231.92

New full time employees and present full time employees who have insurance coverage but wish to receive payment in lieu of health insurance payments will be capped at the following rates:

Single: \$ 75.00  
Family: \$150.00

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.

## 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
Washington's Birthday	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.

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.)

Section 7. Each employee will be allowed six (6) days of vacation carry over. No borrowing of vacation days will be allowed unless approved by the Sheriff.

## 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 as follows:

Contract year beginning 10/1/93	102 days
Contract year beginning 10/1/94	114 days
Contract year beginning 10/1/95	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 employees 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 unused sick days may be taken as paid time off upon severance of employment as follows:

Contract year beginning 10/1/93 51 days  
Contract year beginning 10/1/94 57 days  
Contract year beginning 10/1/95 63 days

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.

## 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

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 desk operation. Additionally, part-timers may be used for corrections relief to cover for scheduled days off, 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 officers within the division to be filled.
- (2) By seniority to on-duty officers within the division to be filled.
- (3) By seniority to off-duty officers outside the division to be filled.
- (4) By seniority to on-duty officers outside the division to be filled.
- (5) One certified officer will be mandatory on each shift in the Corrections Division.

Section 2. The employer will have full discretion as to assignment of officer(s) for any and all transfers or transportation of prisoners or other individuals from the jail, to any other facility, institution, or location, including discretion to utilize then currently scheduled officer(s) of the Department rather than calling off duty officers(s).

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

- (1) By seniority to Off-duty officers without regard to Division.
- (2) By seniority to On-duty officers without regard to Division.
- (3) For purposes of this SECTION, at least one (1) Road Certified officer shall be used on each transport.

Section 3. 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 4. 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 5. 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 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 6. 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 7. In emergency situations, call-out procedures as herein defined will be abated.

Section 8. All such temporary assignments to full time employees will be paid at the present rate of the employee called in as a replacement or the rate of the position filled, whichever is higher.

## ARTICLE 29

### Vacancies

Section 1. Vacancy - Any permanent entry level position within a Division of the Bargaining Unit.

Section 2. Employees will be given the opportunity to test for vacancies. Upon completion of all such tests, the Employees having passed the tests will be awarded up to ten (10) additional percentage points to be based on evaluation, aptitude and ability, as measured by previous performance.

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

Section 4. Nonpermanent special assignments will be made within the bargaining unit by the Sheriff for a period not to exceed one hundred twenty (120) days. These special assignments will not be considered a promotion.

## ARTICLE 30

### TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from October 1, 1993 to and including September 30, 1996 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 Boni

11-16-93  
Date

TEAMSTERS & CHAUFFEURS  
UNION LOCAL NO. 328

BY [Signature]

Nov 10, 1993  
Date

SHERIFF OF DELTA COUNTY

BY [Signature]

Nov 10, 1993  
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 employees 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

	<u>10/1/93</u>	<u>10/1/94</u>	<u>10/1/95</u>
<b>ROAD DIVISION</b>			
<u>Road Patrol</u>			
Start	\$10.65	\$11.00	\$11.35
1st Year	11.10	11.45	11.80
2nd Year	11.60	11.95	12.30
3rd Year	12.05	12.40	12.75
<u>Sergeant</u>	12.80	13.15	13.50
<u>Detective</u>	12.80	13.15	13.50
<b>CORRECTIONS DIVISION</b>			
<u>Corrections</u>			
Start	9.40	9.75	10.10
1st Year	10.00	10.35	10.70
2nd Year	10.50	10.85	11.20
3rd Year	11.00	11.35	11.70
<u>Sr.Sergeant</u>	13.10	13.30	13.50
<u>Corporal</u>	12.05	12.30	12.45
<b>CLERICAL DIVISION</b>			
<u>Clerk/Disp.</u>			
Start (Full-time)	6.50	6.85	7.20
1st Year (Full-time)	7.00	7.35	7.70

If road certified corrections officers are assigned to road patrol, the road certified corrections officer shall be paid at the applicable road certified rate.

DELTA COUNTY BOARD  
OF COMMISSIONERS

BY Douglas Boni

11-16-93  
Date

SHERIFF OF DELTA COUNTY

BY [Signature]

Nov 10, 1993  
Date

TEAMSTERS & CHAUFFEURS  
UNION LOCAL NO. 328

BY [Signature]

Nov 10, 1993  
Date

LETTER OF AGREEMENT

The current dispatch employees Steve Theoret and Darin Hunter will receive the following pay:

Effective 10-1-93, if they are still in their current dispatch position they will be paid the following:

Steve Theoret \$9.11  
Darin Hunter \$8.77

As of 1/1/94, if they are still in their current dispatch position, they will be paid the following:

Steve Theoret \$9.38  
Darin Hunter \$9.03 on 5/16/94 Darin Hunter \$9.38

As of 1/1/95, if they are still in their current dispatch position, they will be paid the following:

Steve Theoret \$9.66  
Darin Hunter \$9.66

LETTER OF AGREEMENT

Darin Hunter will be exempt from the one year trial period. The trial period for Darin Hunter will be six months from the date of hire as a full time employee of the Sheriff's Department since he was hired under the previous contract's trial period of six months.

TEAMSTERS & CHAUFFEURS  
UNION LOCAL NO. 328

BY 

Date Nov 10, 1993

SHERIFF OF DELTA COUNTY

BY 

Date Nov 10, 1993



SHERIFF DEPT. LIEUTENANT POSITION

On July 5, 1995 the Delta County Board of Commissioners approved the recommendation of the Personnel Committee that the Sheriff Dept. Lieutenant position remain in the bargaining unit.