

Agreement between the



DELTA COUNTY BOARD OF COMMISSIONERS

AND

THE DELTA COUNTY SHERIFF

and the

DELTA COUNTY DEPUTY SHERIFF'S ASSOCIATION

OCTOBER 1, 2007

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SEPTEMBER 30, 2010

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## AGREEMENT

THIS AGREEMENT, made and effective this October 1, 2007, by and between the DELTA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "County Board", of Delta County, Michigan the SHERIFF of Delta County, Michigan, hereinafter jointly referred to as the "Employer" and DELTA COUNTY DEPUTY SHERIFF'S ASSOCIATION, affiliated with the Wisconsin Professional Police Association Law Enforcement Employees Relations Division, hereinafter called the "Association" 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 Association 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 Association is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(a) Membership in the Association is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Association 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 Association. The terms

of this Agreement have been made for all employees in the bargaining unit and not only for members in the Association, and this Agreement has been executed by the Employer after it has satisfied itself that the Association 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 Association, 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 Association, which shall be limited to an amount of money equal to the Association's regular and usual initiation fees, and its regular and usual dues. For present regular full time employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment for full time employees. Regular part time employees must commence payment by end of 31st actively worked day.

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

## ARTICLE 2 - DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of the Association, provided however, that the Association presents to the Employer, authorizations signed by such employees, allowing such deductions and payments to the Association. This may be done through the steward of the Association.

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

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

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

### ARTICLE 3 - PROBATION, JURISDICTION AND TRAINING

Section 1. A new employee shall work under the provision of this Agreement, but shall be employed only on a one (1) year trial basis, during which period he may be discharged without further recourse, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Association members. After one year of continuous full time employment, the employee shall be placed on the regular seniority list and be eligible to receive all benefits as of the date of his/her full time hiring. (Note: Health, Dental, Vision and Life Insurance coverage becomes effective after 30 days of employment.) Employees that terminate during their probation period are not eligible to receive any prorated benefits. In case of discharge, the Employer shall notify the Association in writing.

Section 2. The Employer agrees to respect the jurisdictional rules of the Association and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, except that employees of this unit may be required to do other duties or functions in emergency

situations.

Section 3. The Employer recognizes the skills required of the Police Officer. The Employer further recognizes that in the event it becomes necessary by law, public demand or the necessity to improve and upgrade methods, procedures and/or equipment of the personnel in the Department, the County agrees to provide all schooling, training and other methods of upgrading the personnel.

#### ARTICLE 4 - WAGES

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

#### ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. The Association, 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. Association members will not engage in Association activity on the Employer's time or engage other employees in Association activity while such employees are on the Employer's time, except as specifically provided by this Agreement. Failure or refusal on the part of any employee fully to observe and obey any and all provisions of this Section shall, at the option of the Employer, be sufficient grounds for discharge.

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

Section 4. The County, on its own behalf and on behalf of the electors, and the Sheriff of Delta County, on his own behalf, hereby retain and reserve unto themselves, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and the Constitutions of the State of Michigan and of the United States.

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

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

#### ARTICLE 6 - EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

#### ARTICLE 7 - SENIORITY

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

Section 2. The Employer shall post a list of the officers arranged in the order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Sergeants will be included in the seniority list, and for the purpose of overtime and layoff, will be treated the same as any other officer.

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

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

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

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

Section 6. An employee in a classification subject to the jurisdiction of the Association, 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 Association shall not accumulate seniority while working in an administrative position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and shall maintain the seniority rank he had at the time of his promotion.

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



supervisory needs of the Employer.

Section 8. In the event a supervisory position is eliminated, the supervisor with the least time-in-grade shall be the one eliminated. The officer holding that position shall be returned to the position they held at the time of their promotion with no loss of seniority.

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

## ARTICLE 8 - PROMOTIONS

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

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

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

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

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

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

Section 6. Within three (3) days after the examination and grading procedure is completed, and the results are made known, each employee shall have the right to review the

testing procedure and results. If any employee shows that the test procedures, herein defined, have not been followed in good faith, that employee will have recourse through the grievance procedure.

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

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

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

#### ARTICLE 9 - DISCHARGE

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

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

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

1. The expungement committee will be composed of the Sheriff and the Business Agent.
2. The committee will meet annually, in January of each year, and at the request of any departmental personnel, will review the requesting employee's personnel file.
3. By agreement of the committee, employee disciplinary records may either be:
  - a. Retained for later review,

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

#### ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. A grievance shall contain the specific facts upon which it is based and set forth any section or sections of this agreement which have allegedly been violated. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Association.

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

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

Step 2. After receipt of the written grievance by the designated Employer representative, a conference between Association representatives and Employer representatives will be held within seven (7) days thereafter.

Step 3. If the grievance is not settled in STEP 2, the Association may, within seven (7) days, deliver to the designated Employer representative a written request for a meeting between Association representative and the Employer and/or their representatives to review the matter. Such meeting will be held within seven (7) employee working days

from the date of said written request and the Employer will render its decision within seven (7) calendar days thereafter.

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

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

Section 3. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than seven (7) employee working days after such incident was known to the grieving party, or should have reasonably been known to the grievant, whichever occurs first. This section is to be strictly confined to terms and conditions of this Agreement, and shall not be applicable to retroactive grievances which might arise due to changes in State or Federal Law or any court decision or quasi judicial proceeding.

## ARTICLE 11 - OFFICERS

Section 1. The Employer recognizes the right of the Association membership to elect an Association president and vice president from the Employer's seniority list. The authority of the president and vice president so elected by the Association 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 Association action.
3. Transmission of such messages and information which shall originate with, and are authorized by the Association 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 President and Vice President have no authority to take strike action, or any other action interrupting the Employer's business, (except as authorized by official action of the Association). The Employer recognizes these limitations upon the authority of association officers and shall not hold the Association 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 president has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement. The president or vice president 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 president or vice president and the Employer representative. Permission shall be granted by the most immediate supervisor outside the bargaining unit.

## ARTICLE 12 - ABSENCE

Section 1. Any full time employee desiring a leave of absence from his employment shall secure written permission from the Employer.

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

Section 2. NEWBORN CHILD CARE: A leave of absence without pay shall be granted for newborn child care according to prevailing Federal law.

Section 3. Management reserves the right to hire temporary employees to replace the

employee on leave who will not be subject to the terms of this Agreement at a rate of pay and benefit structure to be determined by the Employer and who shall not accrue seniority.

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

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

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

#### ARTICLE 13 - LIMITATIONS OF AUTHORITY AND LIABILITY

Section 1. No employee, Association member or other agent of the Association 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 Association.

#### 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 wherever specific provisions for change are made elsewhere in this Agreement.

#### ARTICLE 15 - GENERAL

Section 1. Authorized representatives of the Association shall be permitted to visit the

operation of the Employer during working hours to talk with officers of the Association 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 Association 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 employees 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. All full time and part time employees' payroll checks will be electronically transferred (direct deposited).

Section 4. Full-time and part-time employee shall be bonded and the cost of said bond shall be borne by the County Board of Commissioners.

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

The annual footwear allowance for full time road patrol officers, detective, sergeants, and lieutenant for an approved pair of shoes or boots will be \$150.00. The annual footwear allowance will be reimbursed for only one pair per year not to exceed \$150.00. If the boots/shoes are under the annual footwear allowance amount, employee will be reimbursed for the amount of purchase only. Any expenditure over this amount will be the responsibility of the individual officer. The \$150.00 annual allowance will not carry over to the next year if not used. The Detective will receive a \$400 clothing allowance per year to purchase departmental pre-approved clothing by the Sheriff or designee. *The deputy assigned to UPSET shall also receive a \$400 clothing allowance. The assigned deputy must remain with the team for a minimum of six months each year or shall be required to reimburse the county the allowance on a pro rata basis.*

The County will be responsible for cleaning of uniforms.

Section 6. The Employer will provide washrooms and lockers for the changing and storing of clothing. Lockers of individual officers will be opened for inspection with the permission of and in the presence of the officer or his designated Association representative. 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 Association and the Employer.

Section 9. MANDATORY SCHOOLS

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

NON-MANDATORY SCHOOLS

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

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

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

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

Section 10. Matters not specifically covered by this Contract shall be negotiated and made a supplement to the Agreement. The Association and/or Employer will prepare an agenda, and a special conference will be called within five (5) days upon notification from the Association and/or Employer.

Section 11. Loss or Damage

An 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 one vehicle with two road patrol officers on duty between the hours of midnight and 6:00



a.m. understanding if a second road patrol vehicle is available, it will have one 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. LIEUTENANTS AND SERGEANTS: Lieutenants 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. Employees will reimburse Delta County for any meals eaten at the Jail at the County's meal reimbursement rate, as established by the Sheriff.

Section 15. Employees who are on approved travel must comply with county policy for reimbursement of all meals.

#### ARTICLE 16 - EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest; and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to Safety Committee for consideration and recommendation. However, no employee shall be required to operate any vehicle that has already been written up as unsafe before it is checked by a supervisor.

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

Section 4. The Employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 5. Any employee involved in any accident must immediately report said accident and any physical injury sustained. The employee involved shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer. A supervisor shall be contacted immediately in all accident cases involving an employee.

Section 6. It is the duty of the employee at the beginning of his shift to report the condition of all equipment. Such reports shall be made on a suitable form furnished by the Employer and signed by the employee. Defects essential to the safe and/or legal operation of the vehicle or equipment in violation of state requirements for emergency vehicles shall be written up by the employee on a multiple copy equipment work order as provided by the Employer and turned into the Employer or his designee immediately.

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

#### ARTICLE 17 - SEPARABILITY AND SAVINGS CLAUSE

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

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

## ARTICLE 18 - COURT AND FUNERAL LEAVE

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

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

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

## ARTICLE 19 - WORKERS COMPENSATION

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

Section 2. If employee is disabled in a work related accident, the employer will continue to pay the medical insurance premium for eighteen months if the employee remains on the employers workers compensation. The employee is responsible for his/her portion of health insurance, including vision, dental and life if the employee wishes the coverage to remain in force.

Section 3. A regular full time employee who suffers an on the job injury while under the Workers Compensation Act, will be given the option to only receive the Workers Compensation benefits or the employee can draw on his/her accumulated leave time to make up the difference between his regular wages and payment received under the Workers Compensation Act.

When all leave times are exhausted, the employee will remain on Workers Compensation until the employees worker compensation benefits are terminated. Employees who receive only workers compensation and who do not draw from their accumulated leave time, will receive no accumulation of any leave time (i.e. vacation, sick leave personal leave, etc.)

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, VISION, AND HOSPITALIZATION INSURANCE

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

	'07 Base	'08 Cap
Single	\$634.91	\$698.40
Two Person	\$1,333.60	\$1,466.96
Family	\$1,500.92	\$1,651.01
Fam. Continuation	\$317.36	\$349.10

The first year of the contract starting *January 1, 2008*, the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier(s). 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% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the employer.

The second year of the contract starting *January 1, 2009*, the first year base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier(s). If the actual premium is above the first year base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the employer.

The third year of the contract starting *January 1, 2010*, the second year base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier(s). 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% of the additional premium will be

paid by the employee and 50% of the additional premium will be paid by the employer.

Effective with the signing of this agreement four health insurance options will be available for bargaining unit members to choose from. The choices will be Option A, Option B, Option C or Option D *which is the Flexible Blue Plan 2 with HSA. The County shall pay the full deductible (100%) for those employees who choose Option D, \$1,250 for single coverage and \$2,500 for two person and family coverage for the life of this agreement.* (See Appendix D for detailed explanation of Option Plans)

Section 2. LIFE INSURANCE COVERAGE: The Employer agrees to pay the premium of a term insurance plan for each full-time employee with a face value of \$10,000 while employed.

#### ARTICLE 22 - THE CASH OPTION PAYMENT IN LIEU OF HEALTH INSURANCE

Section 1. *The Employer and Association agree that the rate of payment in lieu of health insurance shall be \$300.00 monthly. All full-time employees must provide proof of other insurance coverage in order to receive this payment.*

Section 2. The Employer agrees that in the event the employee is disabled in a job related accident, the Employer shall continue to pay the premium, for the life of the disability as outlined in Section 1 above. However, the Employer may discontinue paying such premium if the employee is not disqualified for health insurance with respect to such disability and if the employee is no longer disabled, becomes employed or employable or is otherwise eligible for health insurance coverage, i.e. through spousal insurance, Medicare, etc.

#### ARTICLE 23 - RETIREMENT

Section 1. The Employer will become a member of the Michigan Municipal Employees Retirement System and all full-time employees will become members.

Section 2. The pension provisions for all full-time employees covered by this Agreement shall be the F50(25) with the B-4 Benefit Plan with the E-2 Cost of Living option, FAC-3 and V-10 vesting of the Michigan Retirement System.

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

specified herein.

## ARTICLE 24 - HOLIDAYS

Section 1. All probationary and regular full time employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight-(8) hour day for said holidays.

Holidays included:

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

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 employee's working on a legally established Holiday recognized by SECTION 1 in this Article will be paid for hours worked at double time (2x) their regular rate, plus eight (8) or twelve (12) hours of regular pay, depending on their regularly scheduled work for the holiday. Employees on the twelve (12) hour schedule who are off duty on the holiday shall receive holiday pay at eight (8) hours.

Section 3. Holidays recognized by SECTION 1 of this Article that fall within an employee's vacation period will be considered a part of a vacation. Employees will be paid for eight (8) hours vacation (which will be deducted from the employee's accumulated vacation) at their regular rate plus 8 hours of regular pay for the holiday. (Example: Employee has vacation of July 4th. Employee will be paid for vacation hours, vacation hours will be deducted from accumulated vacation bank and employee will be paid eight hours holiday pay.)

Section 4. Full time employees who are scheduled to work a holiday will be scheduled for eight (8) or twelve (12) hours, whichever conforms to their regular work day. 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, after one year of continuous employment, 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). Employees that terminate during their probation period are not eligible to receive any prorated benefits.

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 is to be deducted from sick leave (In addition to the regular personal day).

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

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

## ARTICLE 26 - SICK LEAVE

Section 1. Sick leave for all full time employees shall accrue monthly and shall be computed on the basis of not less than twelve (12) days per calendar year to a maximum accumulation of 126 days.

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

- (a) Acute personal illness or incapacity over which the employees have no reasonable



control.

- (b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- (c) Sick leave will be authorized when an employee is taken ill on the job.
- (d) Hospitalization of Spouse or Child.

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

Section 4. A maximum of 75 unused sick days may be taken as paid time off upon severance of employment.

(This applies to full time employees only.) 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 Workers compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available before he returns

to active work.

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

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

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

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

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

#### 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

funeral leave or compensatory days off.

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

Section 5. Officers working eight (8) hours of overtime on off-day shall be considered as "on-duty" for further overtime consideration. However, for purposes of this SECTION, an officer working overtime will not be ordered in for any additional overtime on that day.

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

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

Section 8. Employees may accumulate up to eighty hours (80) of comp time in lieu of overtime payments. There will be no accumulation of comp time beyond 80 hours.

#### ARTICLE 29 - TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from October 1, 2007 to and including September 30, 2010 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.

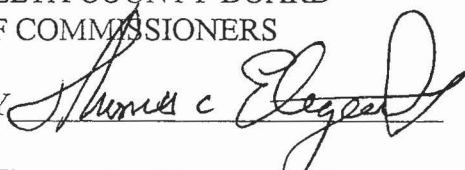
Section 3. It is understood and agreed between the parties that the Wage Rate Provisions and Fringe Benefits contained hereto attached, shall be reopened for negotiations between the parties provided that the party desiring to reopen serves notice in writing upon the other party at least one hundred 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

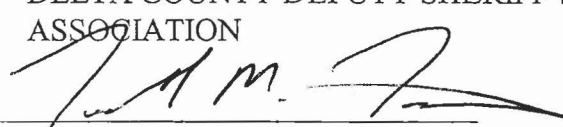
BY



Thomas C. Elegeert, Chairman

DELTA COUNTY DEPUTY SHERIFF'S  
ASSOCIATION

BY



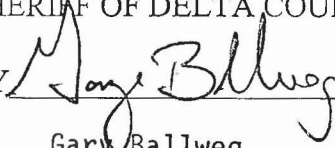
Todd M. Tardiff

Date 12-13-07

Date 12/13/07

SHERIFF OF DELTA COUNTY

BY



Gary Ballweg

Date 12-13-07

SCHEDULE "A"  
OVERTIME AND HOURS OF WORK

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

Section 2. Employees:

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

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

Section 3. Overtime will be paid at one and one-half (1.5) times the hourly rate for all hours in excess of eighty (80) hours in a two week pay period.

Section 4. The Shift Premium pay for the 3:00 p.m. to 7:00 a.m. shifts shall be forty five (\$.50) 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	-	\$350.00	11 through 15 years	-	\$550.00
7 through 10 years	-	\$450.00	16 through 20 years	-	\$650.00
21 years and over	-	\$750.00			

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

PAY SCHEDULE A

**ROAD DIVISION**

	<i>10/1/07</i>	<i>10/1/08</i>	<i>10/1/09</i>
<b>Road Patrol</b>			
Start	\$16.92	\$17.43	\$17.95
1st Year	\$17.52	\$18.05	\$18.59
2nd Year	\$18.17	\$18.72	\$19.28
3rd Year	\$18.76	\$19.32	\$19.90
<b>Sergeant</b>	\$19.77	\$20.36	\$20.97
<b>Detective</b>	\$19.77	\$20.36	\$20.97
<b>Lieutenant</b>	\$20.35	\$20.96	\$21.59

*The above figures are based upon an across the board \$1.00 an hour increase plus 1% in year one of the agreement and 3% increase in years two and three. Above pay increases are retroactive to 10/01/2007.*

## APPENDIX "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 non prescribed, 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 non prescribed 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. 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 cannabin, 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 Sheriff or his designee in writing when he/she is taking a prescription medicine or substance which may, in the opinion of his/her doctor, impair the employee’s ability to perform the essential functions of their job.

## **EMPLOYEE ASSISTANCE AND REHABILITATION:**

Rehabilitation referral assistance is 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 solely on the basis of their voluntary request for rehabilitation. Employees participating in an assistance and rehabilitation program for drug or alcohol treatment may use accumulated paid leave days or unpaid health leave during their absence in accordance with the applicable provisions of the County of Delta's policies.

## **LABORATORY TESTING:**

The County of Delta will use laboratory testing to detect or confirm violations of this Policy. Laboratory testing includes, but is not limited to, urinalysis, breath analysis and blood analysis. Reasonable suspicion laboratory testing may be initially undertaken only when two (2) or more supervisory staff members have a reasonable suspicion that the Policy may have been violated by the employee. Such reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal conduct or erratic behavior.
3. Arrest or conviction for a drug related offense, or the identification of an employee as the focus of a criminal investigation into illegal

drug possession, use or trafficking.

4. Information provided either by reliable and credible sources or independently corroborated.
5. Newly discovered evidence that an employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

Laboratory testing may also be required in the event of a motor vehicle collision involving the transporting of County of Delta program participants or employees on department business. In all cases, when laboratory tests indicate a violation of this policy, a second test shall be promptly given to confirm these results. In the case of testing for drugs, the second test shall be by a different test methodology than that initially utilized. Laboratory test results shall be interpreted by the County of Delta's Administrator and any consultants he may hire for such purpose and shall remain confidential, except as may be necessary for disciplinary purposes; for referral for employee assistance or medical treatment; or as may be ordered by a court of competent jurisdiction. The employee shall have access to their testing results.

Should employees have an initial positive test indicating a violation of this Policy and remain in the County of Delta's employment, the employee may be subject to unannounced follow-up laboratory testing for a period of two (2) years from the completion of any approved rehabilitation program. The County of Delta may also have all applicants for employment submit to such laboratory testing prior to employment and any positive results shall be grounds for withdrawing any offer of employment.

#### **COOPERATION:**

Employees are expected to cooperate with the enforcement of the County

of Delta's Policy, including providing consent to the County of Delta to conduct personal searches and laboratory testing to the extent authorized by this Policy.

**CRIMINAL OFFENSES:**

Any employee charged with, or under investigation in connection with, a drug related criminal offense or an alcohol related criminal offense arising out of their employment, may be requested to undergo testing. Conviction may result in further discipline. 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, including refusal to consent to personal searches and laboratory testing will subject the employee to discipline, 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 reassign the employee until the problem(s) is corrected.
2. The Administrator may require a health leave of absence immediately if medical conditions warrant the same. The employee may utilize accumulated personal leave days, vacation and comp time, however, if the employee is required to take a health leave of absence.
3. 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 non prescribed unauthorized drug, the problem reoccurs after the initial incident.
4. The Administrator may refer the employee for treatment and may

make compliance with any recommended rehabilitation program a condition of future employment.

5. The Administrator may take disciplinary actions in accordance with the County of Delta work rules and policies, including discharge.

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.

Employees may appeal alleged violation of this drug and alcohol policy in accordance with contractual grievance procedures.

**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.

APPENDIX "C"

**U.S. Department of Labor**  
**Program Highlights**

Fact Sheet No. ESA 95-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

APPENDIX AD@  
HEALTH INSURANCE OPTIONS

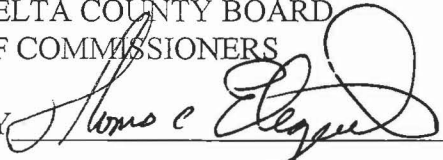
their request for revisions if the parties fail to agree thereon.

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.

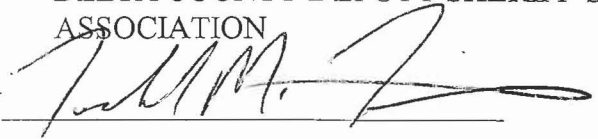
Section 4. In the event of an inadvertent failure by either party to give notice as set forth in sections 1, 2, and 3 of this Article, such party shall give notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions 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   
Thomas C. Egeert

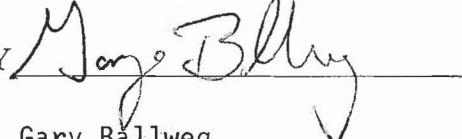
DELTA COUNTY DEPUTY SHERIFF'S  
ASSOCIATION

BY   
Todd M. Tardiff

Date 12-13-07

Date 12/13/07

SHERIFF OF DELTA COUNTY

BY   
Gary Ballweg

Date 12-13-07



**LETTER OF AGREEMENT**  
**Between**  
**DELTA COUNTY DEPUTY SHERIFF'S ASSOCIATION**  
**And**  
**DELTA COUNTY BOARD OF COMMISSIONERS**

As part of recent contract negotiations between the above parties, two items need attention. One being an oversight in regard to health insurance premium share adjustments and the other regarding language on the rate of shift differential which was bargained.

The adjusted health insurance co-pays for October, November and December of 2007 are as follows:

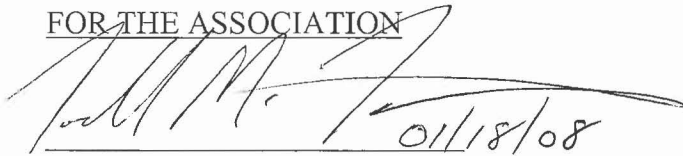
Single = \$.0    2 Person = \$.0    Family = \$0.78    Family Cont. = \$.0

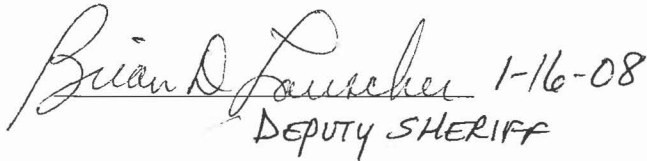
Association members shall be reimbursed accordingly for any co-pays that were paid over and above the previously stated amounts.

Schedule "A" Section 4. shall read as follows:

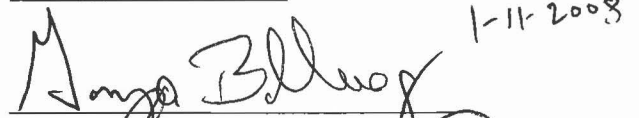
The Shift Premium pay for the 3:00 p.m. to 7:00 a.m. shifts shall be fifty (\$.50) cents per hour.

FOR THE ASSOCIATION

  
01/18/08

  
1-16-08  
DEPUTY SHERIFF

FOR THE COUNTY

  
1-11-2008

