

ORIGINAL

AGREEMENT

BETWEEN

**THE DELTA COUNTY BOARD OF COMMISSIONERS
AND
THE DELTA COUNTY SHERIFF**

AND



TEAMSTERS LOCAL 214

EFFECTIVE

APRIL 1, 2008

THROUGH

MARCH 31, 2011

BY: TEAMSTERS LOCAL 214 - ESCANABA

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2008, 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. 214, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 120 N. 6th Street, 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. 214, provided however, that the Union presents to the Employer, authorizations signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the steward of the Union.

- A. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

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

ARTICLE 3
PROBATION, JURISDICTION AND TRAINING

SECTION 1. A new employee shall work under the provision of this Agreement, but shall be employed only on a one (1) year trial basis, during which period he may be discharged without further recourse, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After one (1) year, the employee shall be placed on the regular seniority list as of date of hire. In case of discipline, the Employer shall notify the Local Union in writing.

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

SECTION 3. The Employer recognizes the skills required of the employees. The Employer further recognizes that in the event it becomes necessary by law, public demand or the necessity to improve and upgrade methods, procedures and/or equipment of the personnel in the Department, the County agrees to provide all schooling, training and other methods of upgrading the personnel while on County time and during their regular shift without loss of pay. (This includes training with all firearms.) This section applies to all employees who have completed their one (1) year trial basis as County employees in a specific classification. It does not apply to new Corrections Officers employees who must be trained to meet minimum qualifications.

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

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

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

ARTICLE 4 **WAGES AND HOURS OF WORK**

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

SECTION 2. A regular full-time work period is established at eighty four (84) hours over a two (2) week period, for twelve (12) hour shift employees. The regular full time work week is established as forty (40) hours per week for front desk personnel and corrections lieutenant. This does not preclude the County from creating a new eighty (80) hour over a two week pay period position based upon the department needs and finances available. Any newly created position will be posted and filled by seniority.

- A. In case of layoff only, management would have the right to reduce eighty four (84) hour shifts to eighty (80) hour shifts for the duration of the layoff only.

SECTION 3. Employees:

- A. Full-Time Employee. A full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as full-time.
- B. Part-Time Employee. A part-time employee is an employee who is working less than the full-time requirements on a regular schedule required for full-time.

SECTION 4. The Shift Premium pay for the 7:00 p.m. to 7:00 a.m. shifts shall be fifty (\$.50) cents per hour.

SECTION 5. Each full time employee shall be granted a thirty (30) minute lunch break per shift. Front desk personnel may leave the building during the thirty (30) minute lunch break if coverage is available and approved by a supervisor. Each full-time employee shall be granted two (2) fifteen (15) minute breaks each tour of duty.

ARTICLE 5 **MANAGEMENT RIGHTS**

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

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

SECTION 3. The County, on its own behalf and on behalf of the electors, and the Sheriff of Delta County, on his own behalf, hereby retain and reserve unto themselves, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the Laws and the Constitutions of the State of Michigan and of the United States. Further, except as limited by the provisions of this Agreement, the management of the Sheriff's Department and the direction of working force including the right to determine the size and deployment of the work force, to direct, plan and control law enforcement and the work force, to direct, plan and control law enforcement operations, to hire, lay off, recall, transfer, promote, demote, suspend for cause, discipline and discharge any employees for cause, to introduce new and improved operating methods and/or facilities, and to change existing operating methods and/or facilities, to set policies for the department, and to manage in the traditional manner are vested exclusively in the Sheriff.

SECTION 4. It is understood that where contract provisions limit rights or amplify and delineate specific contract areas, the management rights herein specified will be appropriately modified.

ARTICLE 6 **EXTRA CONTRACT AGREEMENTS**

SECTION 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be

considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 7 SENIORITY

SECTION 1. Strict seniority WITHIN THE BARGAINING UNIT shall prevail for layoff and recall of employees, as long as State mandated requirements are met. In reducing the work force because of lack of work or other legitimate cause, the last employee hired WITHIN THE BARGAINING UNIT DIVISION (Corrections Division or Clerical Division) shall be the first employee laid off and the last employee laid off WITHIN A BARGAINING DIVISION shall be the first employee RECALLED. EMPLOYEES OUTSIDE THE BARGAINING UNIT WILL NOT HAVE ANY RIGHTS FOR BUMPING INTO THE BARGAINING UNIT.

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

SECTION 3. Seniority shall be broken only by discharge or voluntary quit, on layoff for a period of more than eighteen (18) months and absence without permission for two (2) days.

SECTION 4. In the event of a layoff, any full time employee so laid off shall be given two (2) weeks notice, sent by registered mail and mailed to his last known address and/or by personal deliver. When recalling an employee to full time work, notice must be sent by registered mail to the employee's last known address and advising such full time employee he has two (2) weeks in which to report for work.

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

- A. Laid off employees will be called back based on seniority within a division. Highest seniority employees utilized first.
- B. Within a division, laid off employees will be used for covering scheduled "short days"; scheduled sick time, and scheduled vacation.
- C. Wage rate, applicable rate.
- D. Insurance premiums prorated in the following matter:
Laid off employee, who has not refused three or more call in requests, 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. One hundred sixty (160) working hours per month would constitute 100% employer contribution up to the annual insurance cap; One hundred twenty (120) working hours per month would constitute 75% employer contribution up to the annual insurance cap; Eighty (80) working hours would constitute 50% employer

contribution up to the annual insurance cap. Employees will be responsible for his/her monthly portion exceeding the cap for the health, dental, life, vision, etc., insurance premium.

SECTION 6. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in an administrative position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one they held at the time of their promotion and shall maintain the seniority rank they had at the time of their promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

SECTION 7. Once each year, in December, full-time employees other than Sergeants will be allowed to select their shift and days off, within their division, by seniority, for the entire upcoming year.

The Department reserves the right to require one Sergeant to be assigned to each shift, subject to that requirement; however, Sergeants will be allowed to select their shift and days off, by seniority, for the upcoming year. Effective April 1, 2008, the current Sergeants will continue to use department seniority indefinitely. New Sergeants, gaining rank after April 1, 2008, will use their date in rank as seniority for shift selection.

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

A vacancy within the corrections division that results in a new hire shall mandate a shift posting within three (3) months of the date of the vacancy. The most senior officer will have first choice of taking the position that was vacated and then continuing down the seniority list.

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

SECTION 9. The employer may reassign an injured employee to allow for use of light duty work or to accommodate that employee's handicap or disability under any federal law. This will not result in the change of shift of any other full time employee.

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

SECTION 11. Each December, Officers will indicate in writing if they are interested in being a Shift Leader when they are the most senior officer in the absence of a Sergeant or Lieutenant. Once a name is on the list as being interested, it can be removed

by the employee but cannot be put back on the list until the following December.

When there is not a supervisor on duty, meaning a Sergeant or Lieutenant a Shift Leader shall receive an additional \$.40 cents an hour to act as Shift Leader. A Shift Leader will be the most senior officer on duty unless the most senior officer has signed off the Lead Officer list.

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) | - | 10 points (maximum) |

Seniority One (1) point for each year of service up to ten (10) years.

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

SECTION 4. The source material from which the written examination questions will be taken will be posted at least two (2) weeks prior to the written examination.

SECTION 5. An Oral Examination Board is hereby created, consisting of the Sheriff (or his alternate), a line Command Officer, and one (1) Corrections Officer. The member representing the employees must not be a candidate for the promotion.

SECTION 6. The Sheriff shall select the person to be promoted from among the three (3) persons who have achieved the highest point totals after the above enumerated factors have been applied.

SECTION 7. Within fourteen (14) days after the examination and grading procedure is completed, and the results are made known, each employee shall have the right to review the testing procedure and results. If any employee shows that the test procedures, herein defined, have not been followed in good faith, that employee will have recourse through the grievance procedure.

SECTION 8. All promotions or new classifications in the Department will be posted, and Department members qualified to perform the work will be given a trial period,

as herein defined, to demonstrate their ability to perform the work. The Sheriff will not be required to give the trial period evaluation to more than the top candidate, and the next in line should the top candidate fail.

SECTION 9. Employees promoted will be given a reasonable opportunity not to exceed three (3) months, to demonstrate their qualifications and ability to fill such position. If the employee is unable to qualify for the new position, he (she) shall be returned to his (her) original classification with no loss of seniority.

SECTION 10. All deputies with three (3) or more years of full-time experience (within the Department) in their classification shall be allowed to take promotional examinations.

ARTICLE 9 **DISCHARGE OR SUSPENSION**

SECTION 1. The Employer shall not discipline any employee without just cause. In respect to discharge, the Employer shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy to the Union and Steward, except that a warning notice need not be given to an employee before discharge for dishonesty, intoxication on duty, or issuance of criminal warrant. Any employee suspended, may be suspended with or without pay, at the Sheriff's discretion, 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. Employee's records will be expunged by the expungement committee as follows:

1. The expungement committee will be composed of the Sheriff and the Business Agent.
2. The committee will meet annually, in January of each year, and at the request of any departmental personnel, will review the requesting employee's personnel file.

3. By agreement of the committee, employee disciplinary records may either be:
 - a. Retained for later review,
 - b. Retained until specific future date, with conditions for expungement at that time, or
 - c. Immediately expunged.

ARTICLE 10 **GRIEVANCE PROCEDURE**

SECTION 1. It is mutually agreed that should any grievances, disputes or complaints arise there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

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

Step 2. After receipt of the written grievance by the designated Employer representative, a conference between Union representatives and Employer representatives will be held within five (5) days thereafter.

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

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

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

SECTION 3. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than five (5) employee working days after such incident was known to the grieving party, or should have reasonably been known to the grievant. This section is to be strictly confined to terms and conditions of this Agreement, and shall not be applicable to retroactive grievances which might arise due to changes in State or Federal Law or any court decision or quasi judicial proceeding.

SECTION 4. It is further agreed that in all cases of any unauthorized strike, slowdown, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to prevent such unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have the sole and complete right of discipline including discharge.

ARTICLE 11 **STEWARDS**

SECTION 1. The Employer recognizes the right of the Local Union membership to elect one job steward and one alternate from the Employer's seniority list. The authority of the job steward and alternate so elected by the Local Union shall be limited to and shall not exceed the following duties and activities:

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

SECTION 2. The job steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, (except as authorized by official action of the Local Union). The Employer recognized these limitations upon the authority of job stewards and their alternate, and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement. The steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the steward and the Employer representative. Permission shall be granted by the most immediate supervisor outside the bargaining unit.

ARTICLE 12
ABSENCE

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

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

SECTION 2. The Employer agrees to grant time off not to exceed twenty-four (24) hours in any one calendar year, without discrimination or loss of seniority rights and without pay, to any full time employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

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

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

SECTION 5. Management reserves the right to hire temporary employees to replace the employee on leave who will not be subject to the terms of this Agreement at a rate of pay and benefit structure to be determined by the Employer and who shall not accrue seniority.

SECTION 6. An unpaid leave of absence will be granted only after all voluntary leave, including vacation, sick leave, personal leave, comp time, etc. has been exhausted by the employee. Adjustment to anniversary/benefit date will be made for an unpaid leave of absence according to the number of working days not paid. Seniority date will not be adjusted.

Three Employees may be off per day for vacation or personal leave with a maximum of two employees off per shift. If part-time Employees are available on a non-overtime basis, comp time may be used. The Jail Administrators vacation or personal leave time shall not be counted in making this determination.

In addition, where two employees are on vacation or personal leave on the same shift, one employee on the other shift may utilize comp time-- but only if a part-time

employee works that shift on a non-overtime basis.

The two foregoing paragraphs are subject to the following: (1) no more than two employees on vacation or personal leave on any day, regardless of shift; (2) no situation where there will not be at least one regularly scheduled employee on duty.

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. All full-time and part-time employees payroll checks will be electronically transferred (directed deposited).

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

SECTION 5. The method of uniform replacement will be the salvage system. All full-time Corrections Officers will be issued ample uniform attire to include three uniform pants, three long sleeve shirts, three short sleeve shirts, one uniform tie, a winter jacket, a summer jacket, a standard belt and uniform utility belt including keepers. Corrections Officers will also be issued a badge, set of collar brass, tie bar and name plate, a set of handcuffs with case, chemical spray canister and holder and leather key holder.

The annual footwear allowance for approved shoes and boots will be \$150.00 for full-time corrections division employees only. The annual footwear allowance will be reimbursed for two pairs of boots or shoes. Two pair of insoles may be purchased with each pair of shoes or boots as long as the purchase and reimbursement are at the same time and the shoe/boot/insole purchase does not exceed the \$150.00 annual allowance. Any expenditure over this amount will be the responsibility of the full-time employee. The \$150.00 annual allowance will not carry over to the next year if not used.

Full-time corrections division employees will be responsible for cleaning of uniforms. The employer will provide each full-time corrections division employee a \$300 per year cleaning allowance for these uniforms.

All employees of the clerical division will be provided identification badges in lieu of a departmental issued uniform.

SECTION 6. The Employer will provide washrooms and lockers for the changing and storing of clothing. Said lockers are the property of the employer. Lockers of individual officers will be opened for inspection with the permission of and in the presence of the officer or his designated representative or steward. Failure to give permission will result in suspension without pay.

SECTION 7. The County Board will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and the Employer.

SECTION 8. MANDATORY SCHOOLS: Upon completion of a one year probation period:

- A. Schedules may 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 a one year probation period:

- A. On non-mandatory schools, employees may prearrange with Sheriff to have days off and/or shift changed. This would include rescheduling new days off.
- B. If a Holiday is lost due to changing day off, Deputy would receive equivalent time off for lost pay.
- C. If travel is on a Holiday and employee is not scheduled to work, it would be

compensated at the correct premium rate.

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

SECTION 9. Matters not specifically covered by this Contract shall be negotiated and made a supplement to the Agreement. The Union and/or Employer will prepare an agenda, and a special conference will be called within five (5) days upon notification from the Union and/or Employer.

SECTION 10. Loss or damage. Employee shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise or articles rented or leased by the Employer unless clear proof of negligence is shown. Employees shall report in writing to the Employer the loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

SECTION 11. The employer will maintain jail staffing to a level that will guarantee the highest degree of safety to staff and inmates. That there will be no less than two (2) corrections officers working the night shift (7:00 p.m. to 7:00 a.m.) And no less than three (3) corrections officers working the day shift (7:00 a.m. to 7:00 p.m.)

SECTION 12. 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 13. Employees who are on approved travel must comply with the 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 physically injured while on duty with the injury being compensable under workers compensation and is required by medical authority to leave duty because of such injury, will be paid for the whole day for which he was injured.

SECTION 4. Any employee involved in any physical or vehicular accident shall immediately report said accident and any physical injury sustained. The employee involved shall make out an accident report in writing in forms furnished by the Employer and shall run in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer. A supervisor shall be contacted immediately in all accident cases involving an employee.

SECTION 5. The Safety Committee will consist of the Sheriff or Undersheriff, one (1) line supervisor, the Union Steward and one (1) Unit employee (as chosen by the employees), the County Administrator, who will meet when necessary without delay, for the purpose of discussing safety and promulgating safety regulations. The Employer has the responsibility to make the final determinations in accordance with applicable laws and regulations.

ARTICLE 17
SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 18
COURT AND FUNERAL LEAVE

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

SECTION 2. Full-time employees will be granted upon request twenty-four (24) hours funeral leave (not including days off) for death of father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepbrother, stepsister, grandparents, grandchildren or dependent living at home. In addition to the paid 24 hours for the death of a child, wife or husband, the employee will be granted, upon request, 56 hours, not including time off, which will be deducted from sick leave.

ARTICLE 19
SPECIAL CONFERENCE

SECTION 1. Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party, five (5) days before said conference. Only those items on the agenda will be discussed.

ARTICLE 20
HOSPITALIZATION MEDICAL COVERAGE

SECTION 1.

- A. The Employer agrees to pay the premium for hospitalization medical coverage for the employee and his family. This coverage shall be applied to all full-time employees covered by the terms of this Agreement. The Employer reserves the right to accept bids from other carriers. The Employer agrees, if another carrier is selected, to provide equal or better coverage in comparison to what is currently enjoyed.
- B. The Employer agrees to pay the premium for hospitalization medical coverage for all full-time employees and their families during an employee's absence as a the result of any injury, illness or maternity to the extent that said employee is either drawing sick leave benefits or vacation benefits, and in the event that said employee is drawing worker's compensation, the Employer agrees to pay the premium for said hospitalization for a period of not to exceed twelve (12) months. During the twelve month period, the employee is responsible for his/her monthly portion of the health insurance including dental, life, vision, etc. if the employee wishes the coverage to remain in full force.
- C. Michigan Conference of Teamsters Health Insurance plan BDR-3B with guaranteed rates will be paid in full by the Employer, 50% of the savings to the County will be paid to Employees, in the manner specified in the following chart:

COUNTY – Annual Cap Adjustment:

FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10
Cap	Cap	Cap	Cap	Cap	Cap
\$147,616.38	\$161,928.02	\$177,670.82	\$190,107.78	\$209,118.56	\$225,848.04

TEAMSTERS HEALTH PLAN:

FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10
Cost	Cost	Cost	Cost	Cost	Cost
\$136,579.62	\$151,192.62	\$173,851.62	\$181,512.50	\$195,227.50	\$209,054.30

Difference	\$11,036.76	\$10,735.40	\$3,819.20	\$8,595.28	\$13,891.06	\$16,793.74
Emp Share	\$501.67	\$487.97	\$173.60	\$390.69	\$631.41	\$763.35

County's costs for purposes of calculating the savings, shall include all premiums paid to the Michigan Conference of Teamsters, (inclusive of medical, dental, ocular and life insurance coverage's, as applicable) and all sums paid to employees who opt out of Teamsters Insurance Coverage.

County further agrees that employees who 'opt out' shall be paid an amount equal to 50% of the premiums which would have otherwise been payable to the Michigan Conference of Teamsters -- less any premiums paid for dental/vision coverages, and any premiums paid for life insurance coverage.

On March 31, 2009, 2010 and 2011, County shall cause to be paid to every employee who is eligible for coverage under the Michigan Conference of Teamsters Insurance policy an amount equal to his or her pro rata share of 50% of the savings to County as a result of the switch to the Michigan Conference of Teamsters Policy referred to above. Employees who 'opt out' will not share in such payment. In the interests of clarity, the parties stipulate and agree that if three employees continue to opt out of coverage, and the number of employees remains the same, the payment to each employee would be as set forth on attached Exhibit "B".

The parties understand and agree that the County's agreement to pay the 50% of these savings is a special payment which will not be added to the base.

Health Insurance is changed to Michigan Conference of Teachers with guaranteed rates paid in full by the employer for three years.

Any insurance benefits provided for herein shall be subject to the terms, conditions and limitations specified in the Michigan Conference of Teamsters policy, and any claim by any employee shall not be the basis of a grievance or subject to arbitration. The Employer, by payment of the guaranteed premiums set forth on Attached Exhibit "A" for 2008, 2009, and 2010, shall be relieved for all liability with respect to any insurance benefits or coverage referred to in this Agreement.

The County will agree to have two Michigan Conference of Teamster participation agreements - one for the members taking the Teamsters medical insurance, and one for the three employees taking dental and optical only.

- D. The Employer agrees to provide payment to the Michigan Conference of Teamsters carrier for the dental care/vision program during the term of this contract for all full-time employees.
- E. The Employer will grant three employees, who "opted out" of insurance under the prior contract, the option of payment in lieu of the health insurance premium, subject to the terms and provisions set forth above.
- F. Employees who retire from employment with the Employer, in accordance with the provisions of the Employer's retirement system, may at retirement age, have the privilege of continuing the Group Medical Policy or Medicare supplement coverage; provided that said employee is eligible under the Group Medical Policy. The employee must pay the group premium rate as established in effect, in advance for said coverage and only until such time as the employee and/or his or her spouse or dependents attain the age of sixty-five (65) years, or are eligible for Medicare benefits or other governmental medical benefits. Retired employees covered by Medicare may carry, at their own expense under the Employer's group policy, a Medicare supplement policy. The cost of said policy to be paid, in advance, by the employee at a rate established in accordance with the policy terms.

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

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

SECTION 2. **LIFE INSURANCE COVERAGE:**

The Michigan Conference of Teamsters health policy includes a term life insurance plan for each employee covered under that plan. With respect to the three employees who have elected to 'opt out,' the Employer agrees to pay the premium of a term insurance plan for each such full-time employee with a face value of \$10,000 while employed.

SECTION 3. The guaranteed payment required to be paid to the Michigan Conference of Teamsters Insurance plan by the County for each full time employee is the following per week:

<u>04-01-08</u>	<u>04-01-09</u>	<u>04-01-10</u>
\$279.25	\$304.85	\$328.45

The guaranteed payment required to be paid to the Michigan Conference of Teamsters Insurance plan by the County for Two Corrections Trainers and one Inspector for Optical and Dental is the following per week:

<u>04-01-08</u>	<u>04-01-09</u>	<u>04-01-10</u>
\$40.90	\$34.95	\$37.05

ARTICLE 21
THE CASH OPTION
PAYMENT IN LIEU OF HEALTH INSURANCE

The Employer and Union agree that employees who currently receive payment in lieu of health insurance are grand fathered in and will receive 50% of the rate actually paid by the Employer under the Teamsters guaranteed rate health care coverage plan. Attached Exhibit "A" reflects the maximum amount such employees would receive based on the Michigan Conference of Teamsters guaranteed rate. This 50% shall be reduced by the amount of any premiums paid for dental/vision coverages; and by any amounts paid for life insurance coverages, as referred to in Article 20, Section 3, above.

It is understood and agreed that the Michigan Conference of Teamsters plan has mandatory participation requirements, and the Employer assumes no responsibility or legal liability relative to such mandatory participation requirements.

ARTICLE 22
RETIREMENT

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

SECTION 2. The pension provisions for all full-time employees hired prior to April 1, 2008 covered by this Agreement shall be the FN25 with the B-4 Benefit Plan with the E-2 Cost of Living Option of the Michigan Retirement System. An employee hired prior to April 1, 2000 may choose the Defined Contribution Plan rather than the Defined Benefit Plan. The choice will be final and may not be changed.

SECTION 3. The Employer will pay the entire cost of the Defined Benefit Plan specified herein. Employees with full-time status after April 1, 2008 will be a member of MERS Defined Contribution. The Employer will contribute 6% to the plan per employee and will match employee contribution up to 2%.

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

ARTICLE 23
HOLIDAYS

SECTION 1. Holiday hours are recognized on the "observed" day as determined by the current calendar. Holiday hours cannot be applied, used for or converted to comp time hours. All probationary and regular full time employees, not scheduled to work, will be eligible to receive eight (8) hours holiday pay for the following holidays:

Holidays included:

New Years Day	Lincoln's Birthday
Washington's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Day After Thanksgiving	December 24th
Christmas Day	½ Day New Years Eve

After one year of service, all part-time clerical and Corrections Officers will receive one and one-half times their standard hourly rate for working holiday shifts.

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

The New Year's holiday will be recognized as 7:00 p.m. on December 31st through 7:00 p.m. on January 1st.

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

SECTION 3. If a holiday recognized by section one of this article falls within an employee's vacation period, the employee will have the following options:

1. Depending on whether the employee is scheduled for an 8 or 12 hour shift, employee will be paid for 8 or 12 hours vacation and 8 or 12 hours will be deducted from the employee's accumulated vacation at their regular rate plus they will receive 8 or 12 hours of holiday pay.
2. If a holiday recognized by Section 1 of this article falls within an employee's vacation period, the employee will have, depending on whether the employee is scheduled for an 8 or 12 hours shift, the employee will be paid 8 or 12 hours vacation and 8 or 12 hours will be deducted from the employee's accumulated vacation at their regular rate plus they will receive 8 or 12 hours of holiday pay.

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

ARTICLE 24 **VACATIONS**

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

<u>YEARS OF SERVICE</u>	<u>NO. OF VACATION HOURS</u>
After one (1) year	40 hours
After two (2) years	80 hours
After three (3) years	80 hours
After four (4) years	80 hours
After five (5) years	120 hours
After six (6) years	128 hours
After seven (7) years	136 hours

<u>YEARS OF SERVICE</u>	<u>NO. OF VACATION HOURS</u>
After eight (8) years	144 hours
After nine (9) years	152 hours
After ten (10) years	160 hours
After eleven (11) years	168 hours
After twelve (12) years	176 hours
After thirteen (13) years	184 hours
After fourteen (14) years	192 hours
After fifteen (15) years	200 hours
After sixteen (16) years	208 hours

<u>YEARS OF SERVICE</u>	<u>NO. OF VACATION HOURS</u>
After seventeen (17) years	216 hours
After eighteen (18) years	224 hours
After nineteen (19) years	232 hours
After twenty (20) years	240 hours

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

SECTION 3. In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit, including those days earned but not yet credited. (On a prorated basis for the portion of year worked).

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

Following completion of the December "sign-up," 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 January 31st.

After January 31st, unscheduled vacation days will be awarded according to availability by order of request. First consideration will be given to full day requests unless a partial day has been requested and approved on or before January 31st.

If the employee's schedule for the year changes after January 31st, the employee will have an opportunity to adjust their vacation schedule accordingly.

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

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

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

SECTION 7. Each employee will be allowed thirty-six (36) hours of vacation carry over as approved by the Sheriff or his/her designee. No borrowing of vacation days will be allowed unless approved by the Sheriff or Undersheriff.

ARTICLE 25
SICK LEAVE

SECTION 1. Sick leave for all full time employees shall accrue monthly and shall be computed on the basis of not less than ninety six (96) hours per calendar year to a maximum accumulation of 1008 hours.

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

- A. Acute personal illness or incapacity over which the employees have no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the 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.
- E. A twelve (12) hour shift employee shall be allowed to use only eighty (80) hours per pay period of accrued sick time when on extended sick leave not covered under workers compensation.

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

SECTION 4. A maximum of 504 hours of unused sick hours may be taken as paid time off upon severance of employment.

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

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

SECTION 6. For the loss of time on account of injury incurred in the line of duty and compensable by workers compensation, regular full time employees shall receive full pay for up to forty (40) hours, after the accident without drawing on his sick leave credits, for any one injury, but shall not be allowed on recurrence of previous injury.

- A. A regular full time employee who suffers injury, after the first week compensable under the workers 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.

ARTICLE 26
DEFINITION OF EMPLOYEE FOR PURPOSES OF FRINGE BENEFITS

SECTION 1. Unless so designated herein by appropriate inclusion in a particular paragraph herein for fringe benefits, the term employee in consideration for fringe benefits shall exclude all part-time employees. Such determination of full-time employees shall be that as determined by the State Certification for Union representation.

ARTICLE 27
OVERTIME/CALL OUT

SECTION 1. The Sheriff or Undersheriff or Shift Commander will be responsible for call-outs for overtime. At their discretion, they may use part-timers for the clerical operation. Additionally, part-timers may be used for corrections relief to cover for scheduled days off, or a Corrections Officer on transport assignment, if part-timers are not used for the above purposes:

- A. Order of call out will be as follows:
 - 1. By seniority to off-duty employees within the division to be filled.
 - 2. By seniority to on-duty employees within the division to be filled.
 - 3. One full-time Corrections Officer will be mandatory on each shift in the Corrections Division.

Overtime/call out is broken down into two sub-sections, scheduled overtime and unscheduled overtime.

Scheduled overtime means overtime posted as part of the regular schedule, not less than seven (7) days prior to the shift.

Unscheduled overtime means overtime call out other than scheduled overtime.

Guidelines For Time Limits On Scheduled Overtime

With respect to scheduled overtime, such overtime will be awarded on the basis of seniority. The most senior officer who indicates his willingness to take the overtime will be awarded the overtime, subject only to bumping. A more senior officer may bump a less senior officer with respect to regularly scheduled overtime, but only if such senior officer has accepted the overtime assignment at least three days prior to the day of the overtime assignment. Officers are on notice that if a senior officer accepts the assignment more than three days before the day of the assignment; the overtime will be given to the more senior officer. It is every accepting Officers responsibility to call in and check whether he or she has been bumped from the Overtime assignment. Under no circumstances shall any officer who is bumped receive call-in pay where he or she failed to determine whether he or she has already been bumped. Any employee who accepts an overtime assignment and who fails to report for duty will be subject to appropriate discipline.

If two (2) times in a calendar year, an Employee does not take the scheduled overtime he/she signed for, it will result in being placed at the bottom of the seniority list for scheduled overtime.

With respect unscheduled overtime -- defined as all overtime other than scheduled overtime -- such overtime shall be awarded as follows:

Guideline For Time Limits On Non-Scheduled Call Outs

1. Officers doing the call out will leave a message advising of the availability of overtime and at what time the work will start. Call out is done in order of seniority.
2. Officers are on notice that if a senior officer calls back three hours prior to the time the work starts, the work will be given to the senior officer.
3. If the senior officer calls back less than three hours prior to work start time, he/she cannot bump.
4. If an assignment starts immediately or less than three (3) hours from the time of call out, the most senior officer who accepts the assignment will be awarded the work, and cannot be bumped. Call out still must be done in order of seniority.
5. It is every accepting Officer's responsibility to call in and check whether he/she has been bumped from the overtime assignment. Under no circumstances will an employee receive call back pay for reporting for work when he/she has been bumped pursuant to this section.
6. Any employee who accepts an overtime assignment and fails to report for duty will be subject to appropriate discipline.

SECTION 2. It is a correctional function to provide courtroom, supervision of prisoners, or transport prisoners. The employer will have full discretion as to assignment of eligible corrections officers for courtroom supervision of prisoners and any transfer of

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

All prisoners' transports 120 miles or more from the Sheriff Department will be done by two corrections officers.

For two (2) or more day transports, the following call out order will be used:

1. By seniority by off duty the first two days off.
2. By seniority by off duty the first day.
3. By seniority by off duty the second day.
4. On duty.

Transports will be done in a timely and fair manner and will not be held to accommodate any employee's day off.

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

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

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

SECTION 4. In the event overtime is refused by all eligible employees, order-in will be made in reverse order of seniority, including those individuals on layoff status. When an order-in is necessary, part timers will be ordered in first, then the most junior employee(s) scheduled to work that day shall be ordered in. No order-in of an employee shall be made to conflict with vacation, funeral leave or compensatory days off.

SECTION 5. Employees who cannot immediately decide if they can accept the overtime, will notify the caller, and if possible will be given a maximum of fifteen (15) minutes to decide. Scheduled overtime will not be subject to this provision. In the case of scheduled overtime, call-out will be made as far in advance as practicable and employees will be given a reasonable amount of time to decide if they can work the overtime.

SECTION 6. Employees working eight (8) hours of overtime on off-day shall be considered as "on-duty" for further overtime consideration. However, for purposes of this SECTION, an officer working overtime will not be ordered in for any additional overtime on that day.

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

SECTION 8.

- A. For eight (8) hour shift employees, overtime will be paid at one and one-half (1½) times the hourly rate for all hours in excess of eight (8) hours in any one day and in excess of forty (40) hours per week.
- B. For twelve (12) hour shift employees, overtime will be paid at one and one half (1 ½) times the hourly rate for all hours in excess of twelve (12) hours in any one day and in excess of eighty four (84) hours in a two (2) week pay period.

SECTION 9. An employee reporting for call-in assignments shall be guaranteed three (3) hours pay at his straight time hourly rate as a minimum. Call-in assignments shall include court time employees must spend on his cases.

SECTION 10. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute break. In the event that such overtime is extended into the fourteenth (14th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of his fourteenth (14th) hour.

ARTICLE 28
LONGEVITY

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

3 years	-	\$350.00
4 through 6 years	-	\$450.00
7 through 9 years	-	\$500.00
10 through 14 years	-	\$600.00
15 years and over	-	\$700.00

ARTICLE 29
COMP TIME

The Compensatory time policy will allow a maximum accumulation of 96 comp time hours to occur. There will be no accumulation of comp time beyond 96 hours. Additional hours above 96 will be paid according to contract.

ARTICLE 30
TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from April 1, 2008, and including March 31, 2011, 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 *Shonus e Eleyant*

7/17/08
Date

**TEAMSTERS & CHAUFFEURS
UNION LOCAL NO. 214**

BY *Laurie Bug*

7-17-08
Date

SHERIFF OF DELTA COUNTY

BY *Maya Bily*

7/17/08
Date

PAY SCHEDULE A

4/1/08 4/1/09 4/1/10

Corrections Division

Start	14.91	15.36	15.82
1 st Year	15.70	16.17	16.66
2 nd Year	16.38	16.87	17.38
3 rd Year	16.99	17.50	18.02
Sergeant	17.81	18.34	18.89
Lieutenant	19.70	20.29	20.90

Clerical Division

Clerk			
Start (full-time)	10.49	10.80	11.12
1 st Year (full-time)	11.49	11.83	12.18
Office Manager			
Start (full-time)	13.16	13.55	13.96
1 st Year (full-time)	14.56	15.00	15.45
Part-Time			
Clerical Division			
Start (part-time)	8.25	8.46	8.71
6 mo. (part-time)	8.75	8.97	9.24
1 st Year (part-time)	10.25	10.51	10.83
Corrections Division			
Start (part-time)	9.75	9.99	10.29
6 mo. (part-time)	10.25	10.51	10.83
1 st Year (part-time)	10.75	11.02	11.35

After 5 years of service part-time employees will receive an additional \$.50 an hour.

ATTACHMENT B

DRUG AND ALCOHOL POLICY

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

POLICY: A. Introduction:

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

B. County of Delta's Drug and Alcohol Policy

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

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

DEFINITIONS: Unauthorized Drugs: For the purposes of this Policy, the term "unauthorized drugs" shall mean any substance other than an authorized substance, which is, or has the effect on the human body of being a narcotic, depressant, stimulant, hallucinogen or cannabis, their precursors, derivatives or analogues, and

includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act.

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

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

MEDICATION/SUBSTANCE REPORTING:

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

EMPLOYEE ASSISTANCE AND REHABILITATION:

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

Employees who feel they need assistance with drug or alcohol problems are encouraged to volunteer for rehabilitation assistance before the problem leads to a situation which could jeopardize their employment. Employees who volunteer for such rehabilitation before they have performance problems or before the County of Delta is aware of a violation of its policies, will not be subject to discipline on the basis of their voluntary request for rehabilitation. Employees participating in an assistance and rehabilitation program for drug or alcohol treatment will be governed by the terms of Article 23(1) with respect to accumulated paid leave days or unpaid health leave during their absence.

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

VIOLATIONS OF THE POLICY:

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

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

ADMINISTRATOR:

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

US DEPARTMENT OF LABOR PROGRAM HIGHLIGHTS

Fact Sheet No. ESA 95-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

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

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

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

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

EMPLOYER COVERAGE

FMLA applies to all:

-public agencies, including state, local and federal employers, local education agencies (schools), and

-private sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce—including joint employers and successors of covered employers.

Spouses employed by the same employer are

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

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

LEAVE ENTITLEMENT

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

-for the birth and care of the newborn child of the employee;

-for placement with the employee of a son or daughter for adoption or foster care;

-to care for an immediate family member (spouse, child, parent) with a serious health condition; or

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

jointly entitled to a combined total of 12

workweeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

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

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

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

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

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

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

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

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

–Continuing treatment by a health care provider which includes any period of incapacity (i.e. inability to work, attend school

or perform other regular daily activities) due to:

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

“Health care provider” means:

– doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in

which the doctors practice; or

– podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within
– Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or

– Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS

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

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

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

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

Under specified and limited circumstances

the scope of their practice, under state law; or

–nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or

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

– notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;

– notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;

– offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

– make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

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

NOTICE AND CERTIFICATION

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

Employers may also require employees to provide:

– medical certification supporting the need for

leave due to a serious health condition affecting the employee or an immediate family member;

– second or third medical opinions (at the employer’s expense) and periodic recertification; and

– periodic reports during FMLA leave regarding the employee’s status and intent to return to work.

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

UNLAWFUL ACTS

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

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

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

Salaried executive, administrative, and professional employees of covered employers

the employer’s operation.

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

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

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

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

FURTHER INFORMATION

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

the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

EXHIBIT A

Maximum amount per month for Corrections employees receiving Optical and Dental only based on the Michigan Conference of Teamsters is the following per employee:

<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
\$514.37	\$582.73	\$629.32

EXHIBIT B

Employees who 'opt out' will not share in such payment. In the interests of clarity, the parties stipulate and agree that if three employees continue to opt out of coverage, and the number of employees remains the same, the payment to each employee would be as set forth on attached Exhibit "B".

<u>3-31-09</u>	<u>3-31-10</u>	<u>3-31-11</u>
\$390.69	\$631.41	\$763.35



Participation Agreement

This Participation Agreement is entered into by and between the Employer and the Local Union signatory herein by their duly authorized representatives.

WITNESSETH

WHEREAS, the Employer and the Local Union have entered into a collective bargaining agreement that provides for participation in the Michigan Conference of Teamsters Welfare Fund ("Fund") and contribution to the Fund by the Employer to obtain health and welfare benefits for employees represented by the Local Union and employed by the Employer.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and subject to the written acceptance of this Participation Agreement by the Trustees of the Fund ("Trustees"), the Employer and the Local Union hereby agree as follows:

1. The Employer and the Local Union agree to be bound by and hereby assent to the terms of the Fund's Trust Agreement and all policies, rules and regulations that have been adopted or that are adopted in the future by the Trustees pursuant to the Trust Agreement, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement and policies, rules and regulations adopted by the Trustees, notwithstanding any provision to the contrary in a collective bargaining agreement between the Employer and the Local Union.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under the Trust Agreement and all past or succeeding Employer Trustees who shall have been or will be appointed in accordance with the terms of the Trust Agreement.

3. The Local Union hereby accepts as Union Trustees the present Union Trustees appointed under the Trust Agreement and all past or succeeding Union Trustees who shall have been or will be appointed in accordance with the terms of the Trust Agreement.

4. The Employer will pay the contribution owed for each week on or before the 10th day of the month following the calendar month in which the week ends (the "due date"). Weeks are deemed to commence on Sunday and end on Saturday. If the Employer fails to pay its contribution by the 15th day of the month (5 days following the due date), the Employer shall pay interest on the outstanding balance, retroactive to the due date, at the rate set forth in the rules and regulations adopted by the Trustees. Payments received after interest has accrued will be applied first to the interest due and then to the oldest unpaid contribution balance.

5. The Employer must timely report to the Fund all active employment status changes (i.e., layoffs terminations, resignations, personal leaves, military leaves, work related and non work related illnesses and injuries, and other changes in status). The Employer must choose between the two reporting options below by initialing the appropriate box. Failure to do so will be deemed by the Fund as the selection of option (b).

- (a) Report once per week on a set day, not exceeding six calendar days from the last day of the week being reported on (e.g., report each Friday all status changes that occurred through the prior Saturday), or
- (b) Report within seven calendar days of each status change.

Failure to timely notify the Fund will obligate the Employer for contributions on behalf of the individual through the date the status change is ultimately reported. The Michigan six-year written contract statute of limitations, which shall apply to any claim for unpaid contributions, shall not run with respect to contributions owed by the Employer on any Employee until the Fund receives written notice of the contribution obligation.

6. If the Employer and Local Union enter into a new collective bargaining agreement or modify their current collective bargaining agreement, the Employer and Local Union must notify the Trustees of such change. The Michigan six-year written contract statute of limitations shall not run with respect to contributions owed by the Employer until the Fund receives written notice of any such change.



Participation Agreement

7. Each collective bargaining agreement and/or participation agreement must require the Employer to contribute to the Fund for a minimum period of three years (36 months) from the effective date of the obligation to contribute to the Fund.

8. The Employer and Local Union represent to the Trustees that payments will be made only on behalf of Employees. For purposes of this Participation Agreement, the term "Employee" means a person who is employed by an Employer and is eligible to participate in and receive benefits under the Fund.

9. The Fund requires that contributions be made as follows:

- a) on behalf of a participant whose absence from the job is due to an off-the-job injury/illness for the *lesser of* (1) 4 weeks following the week in which the injury/illness occurred, *or* (2) the duration of the off-the-job injury/illness related absence;
- b) on behalf of a participant whose absence from the job is due to an on-the-job injury/illness (i.e., eligible for workers' comp) for the *lesser of* (1) 26 weeks following the week in which the injury/illness occurred, *or* (2) the duration of the on-the-job injury/illness-related absence;
- c) on behalf of a participant whose absence from the job is due to military duty for the *first* 4 weeks following the week in which military duty commenced;
- d) for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.

10. A distinctly identifiable non-bargaining unit group may participate in the Fund. However, the right of an Employer's non-bargaining unit group to participate is contingent upon the participation of the Employer's bargaining unit group(s).

11. Other than those Employees who have received written approval from the Fund to opt out of Fund participation, the *entire* bargaining unit group must participate in its designated plan of benefits. The same is true of any non-bargaining unit group.

12. This Participation Agreement shall continue in full force and effect until the Employer notifies the Trustees by certified mail, with a copy to the Local Union, that the Employer no longer has a legal duty to contribute to the Fund, and the Trustees acknowledge that cessation of duty in writing. The Employer shall set forth in the written notice the specific basis upon which its legal duty to contribute to the Fund has ceased. The Employer expressly agrees and acknowledges that by signing this Participation Agreement, its obligation to contribute to the Fund shall continue until the Trustees receive written notice and the Trustees acknowledge the cessation of duty in writing.

13. An Employer that, through an Employer Association, signs a collective bargaining agreement requiring contributions to the Fund on behalf of Employees is bound by the signature of the Employer Association.

14. Any and all disputes between the Employer and the Trustees relating to contributions to the Fund or this Participation Agreement shall be submitted for resolution to the Trustees and shall not be subject to arbitration or other dispute resolution procedures in the collective bargaining agreement.

15. This Participation Agreement is not binding on the Trustees until accepted by the Trustees. The Trustees have delegated the authority to accept a Participation Agreement to the Fund's Executive Director.



Participation Agreement

16. The Employer shall contribute to the Fund at the weekly rates and as of the effective dates listed below for its Employees. MOB (Maintenance of Benefits) must be indicated if there is no published rate. Contributions for MOB and for later effective dates shall be made at the rate established by the Trustees for as long as the Employer is required to make contributions.

Effective Date: <u>04/01/08</u>	Amount: <u>\$279.25</u>	Plan: <u>BDR-3B</u>
Effective Date: <u>04/01/09</u>	Amount: <u>\$304.85</u>	Plan: <u>BDR-3B</u>
Effective Date: <u>04/01/10</u>	Amount: <u>\$328.45</u>	Plan: <u>BDR-3B</u>
Effective Date: _____	Amount: _____	Plan: _____
Effective Date: _____	Amount: _____	Plan: _____
Effective Date: _____	Amount: _____	Plan: _____

IN WITNESS WHEREOF, the Employer and Local Union acknowledge their understanding of, and agreement to, this entire Participation Agreement and have caused it to be executed by their duly authorized representatives on the dates below stated.

BARGAINING UNIT

Indicate whether Bargaining Unit or Non-Bargaining Unit
04/01/08
 Effective Date of Contribution Obligation
03/31/11
 Expiration Date of Participation Agreement
03/31/11
 Expiration Date of Collective Bargaining Agreement

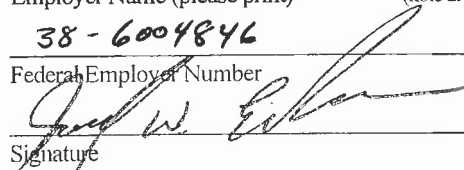
 If Employer is signed to Group Contract, Name of Contract

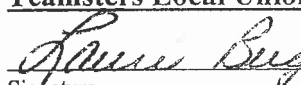
ACCEPTED FOR THE BOARD OF TRUSTEES
 MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

 Signature
 _____/Executive Director
 Name/Title (please print)

 Date

Employer

DELTA COUNTY
CORRECTIONS DIVISION
 Employer Name (please print) (note division if applicable)
38-6004846
 Federal Employer Number

 Signature
JOE ERICKSON, COUNTY ADMINISTRATOR
 Name/Title (please print)
310 LUDINGTON STREET
 Street Address
ESCANABA, MI 49829
 City, State and Zip Code
906-789-5100
 Telephone Number
906-786-4755
 Fax Number
~~789-5197~~ **7/17/08**
 Date

Teamsters Local Union No: 214

 Signature
LAURI BERG, BUSINESS AGENT
 Name/Title (please print)
Lauri Berg - Business Agent
 Date 7-17-08



MEMORANDUM OF UNDERSTANDING For MCTWF Participation Opt Outs

This Memorandum of Understanding is entered into by and between the Employer and Local Union signatory herein, by their duly authorized representatives. This confirms that the Employer and Local Union have agreed to an addendum to their collective bargaining agreement to allow employees (hereafter, "participants") to opt out of Michigan Conference of Teamsters Welfare Fund ("MCTWF") coverage, subject to and in accordance with the terms and conditions of MCTWF's Opt Out Rule, as stated below and as may be modified by MCTWF from time to time:

1. Opt outs are limited to participants –
 - a) whose Employer has entered into a Memorandum of Understanding with the appropriate Teamster Local Union agreeing to opt outs; and
 - b) who have submitted to MCTWF an executed application to opt out of MCTWF coverage, with proof of other coverage under another group health plan or group health insurance policy; and
 - c) who have received written approval of the application from MCTWF.
2. By opting out, the participant is waiving rights to all his (and his covered dependents') MCTWF Plan coverage through said Employer, until such time as he is approved for reinstatement, as provided below. No covered dependent may opt out, independent of the participant.
3. MCTWF will advise, in writing, the participant, the Employer and the Local Union of the approval or denial of the application; and if approved, the opt out effective date, which will be the Sunday of the first week of the month following MCTWF approval.
4. For reinstatement of MCTWF coverage, the participant must submit to MCTWF an application along with proof of his (or any of his covered dependents') termination of coverage under the other group health plan or group health insurance policy, within 45 days of the effective date of coverage termination. Upon written approval of the application by MCTWF to the participant, the Employer and the Local Union, the Employer must resume payment of contributions to MCTWF on behalf of the participant and his covered dependents as of the date specified, which will be the first day of the first month following MCTWF receipt of the required application and proof. Eligibility for coverage will be determined under then current MCTWF eligibility rules.



Michigan Conference of Teamsters Welfare Fund

MEMORANDUM OF UNDERSTANDING
For MCTWF Participation Opt Outs

5. Opt outs will be permitted on an employer by employer basis and will be limited to that employer. Therefore, if a participant is employed concurrently by more than one contributing employer, the other employer(s) must contribute on the participant's behalf unless an application to opt out is approved by MCTWF in connection with that other employer. Similarly, a participant's opt out does not continue in effect when the participant leaves one contributing employer for another.

The Employer acknowledges that the participant's decision to opt out will result in valuable savings by way of reduced contributions to MCTWF. In consideration thereof, the Employer agrees to provide additional compensation to the participant in the weekly amount of \$ _____ during the opt out period; or as otherwise stated as follows:

50% OF PREMIUM LESS THE DENTAL/OPTICAL PREMIUM AMOUNT.

IN WITNESS WHEREOF, the Employer and Local Union acknowledge their understanding of, and agreement to, the aforesaid Opt Out Rule and have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates stated below.

Teamsters Local Union No. 214

Lauri Berg
Signature

LAURI BERG, BUSINESS AGENT
Name/Title

120 N. 6TH STREET
Address

ESCANABA, MI 49829
City/State/Zip

7-17-08
Date

Employer DELTA COUNTY CORRECTIONS DIVISION
(Print Name)

Joe Erickson
Signature

JOE ERICKSON, COUNTY ADMINISTRATOR
Name/Title

310 LUDINGTON ST.
Address

ESCANABA, MI 49829
City/State/Zip

7/17/08
Date

**LETTER OF AGREEMENT
Between
DELTA COUNTY SHERIFF
And
TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS LOCAL 214**

Regarding Holiday Pay and Holiday Hours

WHEREAS the undersigned are parties to a Collective Bargaining Agreement expiring on March 31, 2011, and

The Union and the Employer agree to the following:

1. Article 23, Section 1:

The following language will be deleted "The New Year's holiday will be recognized as 7:00 p.m. on December 31st through 7:00 p.m. on January 1st."

Holiday hours will be recognized on the observed days as stated in the first part of Section 1.

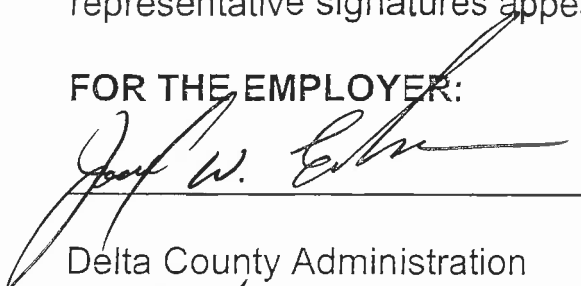
2. Article 23, Section 2:

Employees working overtime on a holiday will be paid equivalent to scheduled employees.

Employees who are scheduled to work on a holiday but use sick hours will be paid eight (8) hours holiday pay, rather than the twelve (12) hours holiday pay as regular scheduled employees receive.

Whereby, all other terms and conditions of the current agreement remain unchanged and in effect, the parties signify agreement to the above by representative signatures appearing hereon.

FOR THE EMPLOYER:




Delta County Administration

1/21/09

Date

FOR THE UNION:



Lauri Berg, Business Agent
Teamsters Local 214

1-22-09

Date

Michigan Conference of Teamsters Welfare Fund
2700 Trumbull Avenue, Detroit, Michigan, 48216-1269
(313) 964-2400



**MEMORANDUM OF UNDERSTANDING
For MCTWF Participation Opt Outs**

This Memorandum of Understanding is entered into by and between the Employer and Local Union signatory herein, by their duly authorized representatives. This confirms that the Employer and Local Union have agreed to an addendum to their collective bargaining agreement to allow bargaining unit employees (hereafter, "Employees") to opt out of Michigan Conference of Teamsters Welfare Fund ("MCTWF") coverage pursuant to the Employer's Cafeteria Plan maintained in compliance with section 125 of the Internal Revenue Code and subject to and in accordance with the terms and conditions of MCTWF's Opt Out Rules, as stated below and as may be modified by MCTWF from time to time:

1. An Employee is eligible to opt out if --
 - a) The Employee's Employer has entered into a MCTWF authorized and accepted *Memorandum of Understanding For MCTWF Participation Opt Outs*;
 - b) The Employee has submitted to MCTWF a fully completed and executed *Participation Opt Out Application* to opt out of MCTWF coverage, with proof of other coverage under another group health plan or group health insurance policy;
 - c) The Employee has received MCTWF's *Notice of Determination* providing written approval of the Application from MCTWF; and
 - d) The Employee has elected to opt out in accordance with the requirements of the Employer's Cafeteria Plan.
2. An Employee who seeks to opt out must submit a fully completed and executed *Participation Opt Out Application* so that it is received by MCTWF by any of the following applicable dates:
 - a) on or before 30 days after the Employee is employed by the Employer
 - b) on or before 30 days after the date the Employee becomes covered by the Employer's Cafeteria Plan
 - c) on or before 30 days after the Employee becomes covered under another group health plan or group health insurance policy
 - d) during the period beginning 60 days and ending 30 days before the last day of the plan year of the Employer's Cafeteria Plan
3. MCTWF will advise, in writing, the Employee, the Employer and the Local Union of the approval or denial of the Application, and if approved, the effective date of the opt out, which will be no later than the third Sunday following MCTWF's receipt of the required Application and proof of other coverage.
4. By opting out, the Employee waives rights to all his (and his covered dependents') MCTWF plan coverage through said Employer, until such time as he is approved for reinstatement, as provided below. No covered dependent may opt out independent of the Employee.

August 2008

Page 1 of 3

Michigan Conference of Teamsters Welfare Fund



MEMORANDUM OF UNDERSTANDING
For MCTWF Participation Opt Outs

5. An Employee may seek reinstatement of MCTWF coverage during an annual election period by submitting a fully completed and executed *Application for Reinstatement of MCTWF Coverage - Annual Election* so that it is received by MCTWF during the period beginning 60 days before and ending 30 days before the last day of the plan year of the Employer's Cafeteria Plan.

6. An Employee also may seek reinstatement of MCTWF coverage if any of the following changes in status occurs:

- a) Coverage of the Employee or any of the Employee's covered dependents under the other group health plan or group health insurance policy has terminated;
- b) The employer contribution toward the other coverage has terminated;
- c) There is a significant change in health coverage under the other group health plan or group health insurance policy; or
- d) The Employee has a new dependent eligible for MCTWF coverage as a result of marriage, birth, adoption, or placement for adoption.

To reinstate MCTWF coverage based on a change in status, the Employee must submit an executed *Application for Reinstatement of MCTWF Coverage -- Change in Status* with proof of the applicable change in status. The application must be received by MCTWF within 45 days after the date of the specified change in status.

7. If reinstatement is based on an annual election, Employer contributions to MCTWF must resume on the Employee's behalf as of the first day of the plan year of the Employer's Cafeteria Plan. Reinstatement will be subject to MCTWF's eligibility rules then in effect. If reinstatement is based on a change in status, Employer contributions to MCTWF must resume on the Employee's behalf as of the first day of the month following MCTWF's receipt of the approved application for reinstatement.

8. MCTWF will advise, in writing, the Employee, the Employer and the Local Union of the approval or denial of the application for reinstatement, and if approved, the effective date of the reinstatement and of the Employer's obligation to resume contributions on the Employee's behalf.

9. By signing this Memorandum of Understanding, the Employer certifies that it has adopted and maintains a Cafeteria Plan that complies with section 125 of the Internal Revenue Code of 1986, as amended, and that participant opt outs described in this Memorandum of Understanding are made pursuant to that plan. The plan year of the Employer's Cafeteria Plan is the twelve month period commencing 1/1/2010.



August 2008

Page 2 of 3

Michigan Conference of Teamsters Welfare Fund



MEMORANDUM OF UNDERSTANDING
For MCTWF Participation Opt Outs

The Employer acknowledges that the Employee's decision to opt out will result in valuable savings by way of its reduced contributions to MCTWF. In consideration thereof, the Employer agrees to provide additional cash compensation to the Employee in the weekly amount of \$ _____ during the opt out period, or as otherwise stated as follows:

50% OF PREMIUM LESS THE DENTAL/OPTICAL PREMIUM AMOUNT.

Please indicate whether this Memorandum of Understanding covers the Employer's Bargaining Unit or Non-Bargaining Unit: BARGAINING UNIT

IN WITNESS WHEREOF, the Employer and Local Union acknowledge their understanding of, and agreement to, the aforesaid Opt Out Rule and have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates stated below. The Employer and the Local Union further acknowledge that this Memorandum of Understanding shall expire on the same expiration date as their MCTWF Participation Agreement, or sooner, via notice by the Employer by certified mail to the Board of Trustees of MCTWF, of its decision to exercise its right to terminate its Cafeteria Plan. This Memorandum of Understanding is not binding unless accepted by the Board of Trustees of MCTWF.

Teamsters Local Union No. 214

Employer DELTA COUNTY CORRECTIONS DIVISION
(Print Name)

Lauri Berg
Signature

Thomas C. Elegaert
Signature

LAURI BERG, BUSINESS AGENT
Name/Title

Thomas C. Elegaert, Chairman of the Board
Name/Title

120 N. 6TH STREET
Address

310 LUDINGTON STREET
Address

ESCANABA, MI 49829
City/State/Zip

ESCANABA, MI 49829
City/State/Zip

12-15-09
Date

12-15-09
Date

Accepted for the Board of Trustees
Michigan Conference of Teamsters Welfare Fund

Signature

/Executive Director

Date

120 N. 6th St.
Escanaba, MI 49829
906-786-2743
906-786-2801 FAX



Fax

From
To: NANCY KOLICH SAVOR

To
From: LAURI BERG

Fax: 789-5197 **Pages:** 4 (including cover)

Phone: **Date:** 2/16/2010

Re: PARTICIPATION AGREEMENT **cc:**

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:**

Nancy,

We need the date for number 9. Please fax back to me.

Thank you, as soon as we have this, we will forward immediately to the Michigan Conference of Teamsters Welfare Fund insurance.

CONFIDENTIALITY NOTICE

This transmission contains information that is confidential and/or legally privileged. It is intended for use only by the person to whom it is directed. If you have received this in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us.

TX Result Report

P 1
 02/16/2010 14:46
 Serial No. A02E010004242
 TC: 115322

Destination	Start Time	Time	Prints	Result	Note
Teamsters	02-16 14:43	00:02:55	004/004	OK	

Note TMR: Timer TX, PDL: Polling, ORG: Original Size Setting, FME: Frame Erase TX,
 MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax,
 BND: Double-Sided Binding Direction, SP: Special original, FCODE: F-code, RTX: Re-TX,
 RLY: Relay, MBX: Confidential, BUL: bulletin, SIP: SIP Fax, IPADR: IP Address Fax,
 I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
 TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
 Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full,
 LOVR:Receiving length Over, POVER:Receiving page Over, FIL:File Error,
 DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

02/16/2010 13:22 9067862801

TEAMSTERS

PAGE 01

120 N. 6th St.
 Escanaba, MI 49829
 906-786-2743
 906-786-2801 FAX



Fax

From NANCY KOLCH SAVOR *To* LAURI BERG
From *To*

Fax: 789-5197 **Pages:** 4 (including cover)

Phone: **Date:** 2/16/2010

Re: PARTICIPATION AGREEMENT **cc:**

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Nancy,
 We need the date for number 9. Please fax back to me.
 Thank you, as soon as we have this, we will forward immediately to the Michigan
 Conference of Teamsters Welfare Fund Insurance.

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LETTER OF AGREEMENT
Between
DELTA COUNTY SHERIFF
And
TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS LOCAL 214
Regarding Holiday Pay and Holiday Hours

WHEREAS the undersigned are parties to a Collective Bargaining Agreement expiring on March 31, 2011, and

The Union and the Employer agree to the following:

1. Article 23, Section 1:

The following language will be deleted "The New Year's holiday will be recognized as 7:00 p.m. on December 31st through 7:00 p.m. on January 1st."

Holiday hours will be recognized on the observed days as stated in the first part of Section 1.

2. Article 23, Section 2:

Overtime on a Holiday will be paid at triple time (x3). No additional Holiday pay will be allowed per schedule, 8 hours Holiday pay for unscheduled and 12 hours holiday pay for scheduled employees.

Employees who are scheduled to work on a holiday but use sick hours will be paid eight (8) hours holiday pay, rather than the twelve (12) hours holiday pay as regular scheduled employees receive.

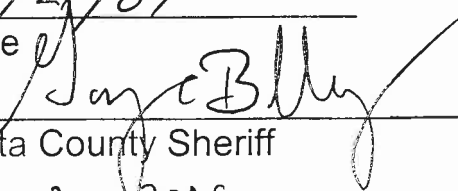
Whereby, all other terms and conditions of the current agreement remain unchanged and in effect, the parties signify agreement to the above by representative signatures appearing hereon.

FOR THE EMPLOYER:



Delta County Administration

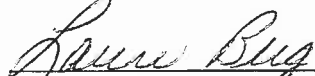
5/21/09
Date



Delta County Sheriff

6-2-2009
Date

FOR THE UNION:



Lauri Berg, Business Agent
Teamsters Local 214

5-13-09
Date

Michigan Conference of Teamsters Welfare Fund

2700 Trumbull Avenue, Detroit, Michigan, 48216

UNION TRUSTEES

William A. Bernard
Robert F. Rayes
H.R. Hillard
Dennis Hands

(313) 964-2400
www.mctwf.org

Executive Director
Richard Burkner

EMPLOYER TRUSTEES

Robert J. Lawlor
Howard McDougall
Raymond J. Buratto
Earl D. Ishbia

Date: 3-8-10

Employer Name Delta County Correction Div # 8764

Enclosed please find your copy of the executed "Memorandum of Understanding for MCTWF Participating Opt Outs" ("MOU").

Please be advised that participants wishing to opt out of MCTWF coverage must;

- ✓ Be eligible to opt out.
- ✓ Submit a fully completed **PARTICIPATION OPT OUT APPLICATION**, along with required documentation to MCTWF for approval.
- ✓ Receive written approval or denial of the application from MCTWF.

Above is an excerpt from the executed 3 page MOU that is being sent to you for your records.

Please read and follow the MOU carefully to avoid billing and payment errors.

If you have any questions, please contact our office at (313)964-2400, ext. 495.

Sincerely,

Michigan Conference of Teamsters Welfare Fund
Contribution Control Department

Enc.

From: DELTA COUNTY ADMINISTRATION

906 789 5197

02/16/2010 14:44

#556 P.002/004

02/16/2010 13:22 9067862801

TEAMSTERS

PAGE 03

Michigan Conference of Teamsters Welfare Fund
2700 Trumbull Avenue, Detroit, Michigan, 48216-1269
(313) 964-2400



MEMORANDUM OF UNDERSTANDING
For MCTWF Participation Opt Outs

This Memorandum of Understanding is entered into by and between the Employer and Local Union signatory herein, by their duly authorized representatives. This confirms that the Employer and Local Union have agreed to an addendum to their collective bargaining agreement to allow bargaining unit employees (hereafter, "Employees") to opt out of Michigan Conference of Teamsters Welfare Fund ("MCTWF") coverage pursuant to the Employer's Cafeteria Plan maintained in compliance with section 125 of the Internal Revenue Code and subject to and in accordance with the terms and conditions of MCTWF's Opt Out Rules, as stated below and as may be modified by MCTWF from time to time:

1. An Employee is eligible to opt out if --
 - a) The Employee's Employer has entered into a MCTWF authorized and accepted *Memorandum of Understanding For MCTWF Participation Opt Outs*;
 - b) The Employee has submitted to MCTWF a fully completed and executed *Participation Opt Out Application* to opt out of MCTWF coverage, with proof of other coverage under another group health plan or group health insurance policy;
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3. MCTWF will advise, in writing, the Employee, the Employer and the Local Union of the approval or denial of the Application, and if approved, the effective date of the opt out, which will be no later than the third Sunday following MCTWF's receipt of the required Application and proof of other coverage.
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From: DELTA COUNTY ADMINISTRATION

906 789 5197

02/16/2010 14:44

#556 P.003/004

August 2008

Page 1 of 3

Michigan Conference of Teamsters Welfare Fund



MEMORANDUM OF UNDERSTANDING
For MCTWF Participation Opt Outs

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From: DELTA COUNTY ADMINISTRATION

906 789 5197

02/16/2010 14:45

#556 P.004/004

August 2008

Page 2 of 3

Michigan Conference of Teamsters Welfare Fund



MEMORANDUM OF UNDERSTANDING For MCTWF Participation Opt Outs

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Teamsters Local Union No. 214

Employer DELTA COUNTY CORRECTIONS DIVISION

Signature Lauri Berg

Signature Thomas C. Elgaard

Name/Title LAURI BERG, BUSINESS AGENT

Name/Title Thomas C. Elgaard, Chairman of the Board

Address 120 N. 6TH STREET

Address 310 LUDINGTON STREET

Address ESCANABA, MI 49829

Address ESCANABA, MI 49829

City/State/Zip

City/State/Zip

Date 12-15-09

Date 12-15-09

Accepted for the Board of Trustees Michigan Conference of Teamsters Welfare Fund

Signature Edward Barker

Signature Edward Barker, Executive Director

Date 3/4/10

RECEIVED

MAR 04 2010

CONTRIBUTION CONTROL