

12/31/98

1996, 1997 & 1998

AGREEMENT

BETWEEN

DISTRICT #4 BOARD OF HEALTH
AND
DISTRICT #4 BOARD OF HEALTH EMPLOYEES
CHAPTER OF LOCAL #1325
AFSCME, AFL-CIO

Health Board, District 4

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Effective Date: January 1, 1996
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AGREEMENT

This Agreement entered into on this ____ day of _____, 1996, between the District No. 4 Board of Health (hereinafter referred to as the "EMPLOYER") and District Health Department No. 4 Health Board employees. Chapter of Local #1325, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

All Sanitarians, Registered Nurses, Home Health Aides, Health Educators, Hearing and Vision Technicians, and office Clerical Employees, but Excluding Contractual Employees and Supervisors.

****Contractual Employees may be used to provide services normally provided by union staff, by special agreement with the union.

ARTICLE II - MANAGEMENT RIGHTS

It is understood and agreed that the Employer retains the sole and exclusive right to manage the affairs of the District Health Department No. 4 except as expressly limited in this agreement. This right includes, but is not limited to: the right to direct the working force, including the right to hire, or discipline, to reduce or increase the size of the working force, to promote, transfer or lay off employees, to establish rules, regulations and policies, to make judgments as to the abilities, skills or performance of employees and to establish schedules and standards of work. This right also includes the right to suspend or discharge an employee for just cause.

This right further includes the right to determine the number, type, and location of services to be provided, the methods, processes and means by which services are to be provided, to study and institute new methods or procedures, including the right to subcontract for services if this is deemed desirable, to determine that amount of overtime to be worked, if any, and to determine the number of employees assigned to each classification and to prescribe and assign job duties.

ARTICLE III - UNION SECURITY (Agency Shop)

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

D. An employee who shall tender dues or service fees to the Union or who shall authorize the deduction of dues or service fees as set forth above, shall be deemed to meet the conditions of this article.

ARTICLE IV - UNION DUES AND INITIATION FEES

A. During the terms of this Agreement, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union, or a representative fee equivalent to the Union membership dues, from the pay of each employee who executes or has executed the following Authorization for Checkoff of Dues Form:

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

- () An amount established by the Union as monthly dues,
OR
- () An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to the Treasurer of the Local Union _____

BY: _____
Print Last Name First Name

Address Zip Code Telephone

Department Classification

Signature Date

B. Checkoff deductions under all properly executed Authorization Forms shall become effective at the time the application is signed by the employer and shall be deducted from the first pay of each month the amount established as monthly union dues. The Employer shall remit such deductions to the designated financial officer of the Union with a list for whom dues have been deducted within five (5) days following such deductions.

C. An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union shall be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

D. The Union agrees to hold the Employer harmless for any and all claims arising out of the deduction for dues as provided herein.

E. Dues and Initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local Union. Each employee and the Union hereby authorizes the Employer to rely upon and honor certifications by the Secretary-Treasurer of the local Union regarding the amounts to be deducted and the legality of the adopting action specifying the amount of Union Dues and/or initiation fees.

F. The Employer agrees to perform this service without charge to the employees or the Union.

ARTICLE V - UNION REPRESENTATION

A. The Employer agrees to recognize a Unit Chairman and Vice Chairman and up to four union stewards, who may be appointed or elected by the Union in each of the four counties in the bargaining unit. The Union may also select alternate stewards who shall serve only in the absence of a regular steward. The Union shall notify the Employer in writing of the names of its Unit Chairman, Vice Chairman, stewards and alternate stewards.

B. The Unit Chairman and the stewards shall be compensated for all reasonable time lost from their regular work schedules while processing grievances or attending special conferences. It is understood that the Unit Chairman and the stewards shall be allowed time off their jobs to investigate and present grievances and to attend special conferences, however, they shall first notify their supervisor before they leave their job and they may be required to complete an assignment in progress before leaving their jobs. The Employer reserves the right to revoke this privilege if it is being abused; provided, however, the Employer shall first notify the Union of such abuse and allow the Union time to correct such abuse. Any revocation shall be subject to the grievance procedure.

C. The Union Bargaining Committee shall be composed of four members to be selected by the Union. Members of the bargaining committee shall be compensated for time lost from their regular work schedules while negotiating with the Employer.

D. Special Conferences - Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meeting shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9 A.M. and 4 P.M. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Definition of Grievance - A grievance shall be a complaint by an employee or the Union concerning the interpretation or application of a specific provision of this agreement.

B. Settlement of Grievances - In order to be a proper subject for the grievance procedure, a complaint must be presented within ten (10) working days of the employee's knowledge of its occurrence, or from the day the employee receives a notice from the employer and an employee claims to be aggrieved by reason of the contents of the notice. Paid Holidays and weekends shall not be considered working days. Grievances shall be presented in the following manner:

STEP 1. An employee who has a complaint or grievance shall first take the matter up with his supervisor, either with or without the union steward being present. If the matter is not resolved, the grievance shall be reduced to writing by the employee and presented to the supervisor within ten (10) working days after the previous meeting. The complaint shall include a statement citing the applicable section or sections of this agreement which is alleged to have been violated. The complaint shall also describe in detail: the conduct or act(s) by which the grievant claims to be aggrieved, and how the conduct or act(s) complained of constitutes a violation of the cited section(s) of this agreement. The supervisor shall respond in writing within ten (10) working days after receipt of the written grievance.

STEP 2 If Step #1 does not effect a settlement, the written grievance as defined above shall be presented to the Administrator within ten (10) working days. The Administrator shall respond in writing within ten (10) working days after the matter is referred to him.

STEP 3 If Step #2 does not effect a settlement, the Chapter Chairman and Council #25 will refer the matter to the Health Officer within ten (10) working days after the receipt of the response in Step #2. The Chapter Chairman and Council #25 or their representative will meet with the Health Officer and the Chairman of the Board of Health or his representative to attempt to resolve the matter, both sides shall submit their final position in writing, within ten (10) working days after the meeting.

STEP 4 If Step #3 does not effect a settlement, then either party shall have the right to refer the matter to the arbitration by giving the other party notice of its intention to do so within thirty (30) days after receipt of the final positions. If notice is given, the parties shall promptly take the necessary steps to select an arbitrator in accordance with the rules and regulations of the American Arbitration Association.

STEP 5 The Arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this agreement insofar as it may be necessary to determine the grievance before him, but he shall have no jurisdiction or authority to alter, amend, or add to in any way the provisions of this agreement. Cost of arbitration shall be borne equally by each party and the decision of the arbitrator shall be final and binding on both parties. Judgement may be entered on the arbitration award by any court having competent jurisdiction.

C. In the event a grievance is not processed by the Union in accordance with the time limits specified, the grievance shall be considered closed on the basis of the Employer's last written position. If the Employer does not answer within the time limits specified, the grievance shall be deemed settled on the basis of the Union's position. Time limits may be extended by mutual consent.

D. No monetary claim by an employee under this agreement shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing unless the employee could not have known that he had grounds for the claim prior to the time. In any event, the claim shall be limited to thirty (30) days prior to the date the claim was first filed in writing.

ARTICLE VII - DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension - The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and the Unit Chairman of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension - Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure.

ARTICLE VIII - SENIORITY

A. Definition - Seniority shall mean the length of continuous service of the employee with the employer dating from the most recent date of hire. (See Appendix II, M).

B. Probationary Employee - New employees hired in the unit shall be considered as probationary employees for the first 910 working hours of their employment. An additional 910 working hours of probation may be required upon written notification to the employee and Unit Chairman. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from their date of hire. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this agreement except that discipline or discharge of probationary employees shall not be a proper subject for a grievance and shall be at the sole discretion of the Employer. The Employer may not, however, discharge a probationary employee for engaging in union activity as described in Article V of this agreement or "concerted activity" as that term is defined by the National Labor Relations Act at 29 USC 151, et seq.. "Concerted Activity", includes, but is not limited to, such activities as; bargaining, picketing, organizing or filing grievances.

C. Seniority Lists - The Employer will furnish seniority lists to the Unit Chairman showing the name, job title, and date of employment. Such list shall be updated at least quarterly if changes occur.

D. Loss of Seniority.

1. Employees shall have their seniority rights and employment terminated if:
 - a. They quit;
 - b. They retire or are retired under any retirement plan;
 - c. They are discharged for just cause;
 - d. They are absent for three consecutive workdays without notifying their department head; or without an excuse acceptable to the employer and the union.
 - e. They falsify a material fact on their application and/or other documents submitted to the employer, or give a false reason to obtain a leave of absence.

- f. They fail to report for work upon termination of any leave of absence; without an excuse acceptable to the employer and the union.
 - g. They fail to report to work after being notified to report to work; without an excuse acceptable to the employer and the union.
 - h. They are laid off for a period of one (1) year or for a period equal to the length of their accumulated seniority, whichever is greater;
2. Absence due to injury or disease for which worker's compensation shall be paid shall not terminate seniority.

E. Layoff and Recall - In the event it becomes necessary to layoff an employee, employees shall be considered for layoff according to the classification and location where the layoff is deemed necessary. Once it is determined which classification at a given location shall be subject to layoff, all employees in that classification at that location shall be considered for layoff. Employees shall be selected for layoff through a systematic consideration of education and training, quality of previous work performance and/or ability. If the aforementioned factors are relatively equal, seniority shall prevail.

Employees selected for layoff may request consideration to bump employees at all other locations. If such request is made, in writing, within five days of notice of layoff, then such employee shall be considered against all employees in the same classification at the other location based upon the same criteria as stated above. Employees requesting such consideration shall move to the new work location at their own expense.

Employees shall be recalled from layoff in the inverse order of their layoff, provided that they are willing to relocate in the location where the work is at their own expense. Recalls shall be by classification.

The employer will give 30 calendar days advance notice to employees selected for layoff. This notice may be continued beyond the 30th day, if employee is notified in writing prior to expiration of the original termination date, for a maximum of an additional 45 days.

F. Transfers

1. **Transfer of Employees** - If an employee transfers to a position under the Employer not included in the bargaining unit he shall retain his accumulated seniority and continue to accrue seniority for one year after transfer, after which time it shall be frozen.

2. **Temporary Transfers** - The Employer reserves the right to temporarily transfer an employee to assist in the required work of District #4. An employee so transferred shall continue to receive his regular rate of pay. An employee so transferred will be reimbursed for mileage computed from his regular office and back to his regular office.

G. Vacancies

1. When a job vacancy occurs or a new position is created, a notice shall be posted for five (5) workdays on all bulletin boards setting forth the job classification, the department, the rate of pay and a brief description of the required duties and a date when duties commence. The Employer further agrees to notify employees who qualify for the posted position and are on vacation, sick leave, or any other authorized leave, by sending a copy of the posting by certified mail, sent to the employee's address or an address supplied by the employee, of any vacancy on the day it is posted. An employee shall have seven (7) working days from the

date of the mailing to submit a bid for the vacancy. A copy of the notice and a list of employees who were sent notices shall also be given to the Unit Chairperson at the time of the posting.

2. All employees covered by this Agreement shall be eligible to submit a bid, in writing, requesting consideration for a permanent transfer to the job classification and department where the posted vacancy exists.

3. Employees who have submitted timely bids to fill the posted vacancy shall be considered. Employees shall be selected for transfer or promotion based upon a systematic consideration of education and training, ability to perform at an advanced level and quality of previous work performance. Where the aforementioned factors are relatively equal, seniority shall prevail. Notice of the successful bidder, if any, shall be posted within five (5) workdays after the bidding closes or after the selection is made, whichever is later.

4. An employee awarded a permanent transfer to a new job classification or location pursuant to the provisions of this section may be required to remain in his/her old job up to 120 days or by mutual agreement until such time as another employee shall be trained to employer's satisfaction to perform the duties of the employee awarded the permanent transfer. An employee awarded a new job classification under this section shall have a training period not to exceed sixty (60) work days to qualify for such new job. In the event that the employee being trained for the new job classification is not trained to the employer's satisfaction, returns to his/her former position or ceases to be employed by Employer prior to the expiration of the 60 work day training period (or extension thereof), Employer may in its discretion, return the permanently transferred employee back to their former position for which the newly classified Employee was being trained, until such time as another employee can be trained to the employer's satisfaction. The sixty (60) day training period shall begin on the date those duties commence. By mutual agreement of the Union and the Employer, this sixty (60) day period may be extended. The Employer may disqualify an employee prior to the completion of such sixty (60) day period where lack of ability to qualify is clear. An employee who fails to qualify or does not desire to remain in the job shall be returned to his/her former job classification and department without loss of seniority rights.

5. In the event the vacancy is not filled through the bidding procedure established by this section, the Employer may fill the posted vacancy by hiring a new employee.

ARTICLE IX - LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted under the circumstances listed below, upon prior application in writing and upon good cause shown. Vacations, holidays, sick leave, seniority and other fringe benefits (unless otherwise stated) will not accumulate while an employee is on leave of absence. However, a leave of absence will not be considered an interruption of continuous service for seniority purposes or for the purpose of eligibility for such benefits after return to work.

1. Personal Leave - Personal leaves for good and sufficient reason may be granted for periods up to six months in duration and may be extended beyond six months by mutual consent. A leave for the purpose of union business or holding union office will be considered as being for a good and sufficient reason. Normally, there will be no reemployment guarantee on leaves in excess of thirty (30) days. Personal leave requests shall be by letter from employees specifying duration of leave.

In utilizing personal leave time, Employees are required to first use accrued compensatory time (if any) and then to use accrued vacation time (if any) as part or all of the Employee's personal leave. The lack of accrued compensatory or vacation time shall not, however, be determinative of the granting of a leave of absence.

Leaves in excess of thirty days:

2. Family and Medical Leave (FMLA) - Employees shall have the rights, benefits and duties set forth by the Family and Medical Leave Act at 29 United States Code 2601 and following. By way of general description, and not by either expansion or limitation of the Act, regulations thereunder or judicial interpretations thereof, an employee's rights include the following: an employee eligible for FMLA coverage is one who has worked for the employer for 12 months and who has at least 1250 hours of service with the employer during the previous 12 month period.

An eligible employee is entitled to leave totalling 12 work weeks during any 12 month period for one or more of the following:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- b. Because of the placement of a son or daughter with the employee for adoption or foster care;
- c. In order to care for the spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
- d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The leave described in paragraphs (a) and (b) above shall expire at the end of the 12 month period beginning on the date of such birth or placement.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:

- a. Inpatient care in a hospital, hospice or residential medical care facility, or
- b. Continuing treatment by a health care provider.

The FMLA requires that Employer maintain Employee's health benefits during the FMLA leave period.

Employees are required to use up accrued paid sick leave time as part of a FMLA leave of absence. FMLA leave is otherwise unpaid leave.

The Employee must give the Employer 30 days advance notice, to the best extent practicable, of an intended FMLA request for leave.

An Employee returning from FMLA leave shall be placed in the job previously held by the Employee or an equivalent position.

For a precise and detailed explanation of an Employee's rights under the FMLA, the Employee should consult with the Employee's union representative and legal counsel.

3. Supplemental Medical Leave - In addition to the leave accorded an Employee pursuant to the Family and Medical Leave Act, District Health Department 4 shall grant an employee a leave of absence without pay, for up to one year (minus any leave time taken pursuant to Family and Medical Leave Act), when they are unable to work as a result of illness or injury or pregnancy, medical verification may be required. For employees who have worked fewer than 12 months, this leave will commence upon expiration of the employee's accumulated sick leave.

For employees who have worked for 12 months or more, this supplemental leave shall commence after said employee has exhausted his or her leave under the Family and Medical Leave Act.

Supplemental Medical Leave may be granted for periods beyond one year with medical verification. All supplemental medical leave shall be leave without pay.

While on supplemental medical leave, an employee's health benefits may be maintained at the employee's expense, by tendering to employer on or before the due date for each monthly premium, an amount equal to the monthly health insurance premium which the employer would normally pay for an employee not on supplemental medical leave.

4. Educational Leave - An employee may be granted a leave of absence for periods up to one year, renewable, to attend school. Proof of enrollment shall be required. Normally, there will be no reemployment guarantee on education leave. If the Employer and the employee agree that reemployment will be guaranteed, such agreement shall be reduced to writing and a copy sent to the Chapter Chairman.

In utilizing educational leave time, Employees are required to first use accrued compensatory time (if any) and then to use accrued vacation time (if any) as part or all of the Employee's personal leave. The lack of accrued compensatory or vacation time shall not, however, be determinative of the granting of a leave of absence.

ARTICLE X - HOURS AND OVERTIME

A. Hours of Work

1. Work Day and Work Week - The normal work day for the regular full-time employee shall be 7 hours excluding a non-paid lunch period.

2. The normal work week for the regular full-time employee shall consist of 5 days - Monday through Friday and shall normally be of 35 hours duration. This section shall not be construed as, and is not a guarantee of any number of hours of work per day or per week. If the employer reduces the work week below the 35 hours normally scheduled, an employee shall be considered full-time and be entitled to all fringe benefits if they work the maximum hours allowed per week, whatever that might be.

3. Breaks - Employees shall be allowed a 15 minute rest period in each half-day work period.

4. Scheduling of Weekend and Evening Activities - The work week for each individual may be up to but not guaranteed to be 35 hours but may require hours scheduled during evenings, Saturdays and Sundays in order to insure staffing of regular scheduled agency programs. Compensatory time will be given when the work week exceeds that number of hours.

B. Overtime

1. Accumulation of Overtime - Accumulation of authorized overtime shall be permitted for periods in excess of 30 minutes, beyond the regular work day, and compensatory time off for such overtime allowed.

2. Compensatory time will be given at a rate of one and one-half times the actual hours worked on the following holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

3. Approval of Overtime - Overtime accumulated and compensatory time taken shall be approved by supervisory personnel.

4. Compensatory Time Off - With Annual Leave - If an overtime credit exists at the beginning of an annual leave period, compensatory time off may be granted as an addition to the period granted for such annual leave.

5. Emergency Services - All staff members shall be expected to perform emergency services, or those services required during off-duty periods which cannot be scheduled during the regular work period. Compensatory time will be given for such services, at the rate of one and one-half times actual time worked.

6. Balance of compensatory time - Employees with a balance of earned compensatory time as of December 31st of each year shall:

a. be automatically credited up to seventy (70) hours of compensatory time, into the next year, unless written request for payment of such is received by December 31st of each year. All hours in excess of seventy (70) shall be paid during January of the next year.

b. Receive payment for requested hours, received by December 31st of each year. Any payments due shall be made at the employees rate of pay as of December 31st of the year in which the compensatory time was earned. Payments will be made during January of the next year. Management shall have the right to schedule compensatory time off for employees with over seventy (70) hours of accumulated compensatory time, as work schedules permit. Employee wishes may be considered by management when scheduling compensatory time off.

7. Directory of Staff Members - For Communication During Off Duty Hours - A directory, including home address and telephone numbers, shall be made available to supervisory personnel to be used in communicating with staff members during off-duty hours.

ARTICLE XI - FUNERAL LEAVE

Employees shall be permitted, upon notice to the Employer, to be absent from work without loss of pay upon the occurrence of the death in the employee's immediate family of the persons named below.

Three (3) consecutive working days upon the death of the employee's:

- | | |
|-----------------|---------------|
| Wife or Husband | Father-in-law |
| Child | Mother-in-law |
| Father | Sister |
| Mother | Brother |

One (1) working day upon the death of the employee's

- Sister-in-law
- Brother-in-law
- Grandchildren
- Grandparents

ARTICLE XII - SICK LEAVE

It is agreed that employees shall earn and be granted sick leave in accordance with the following schedule.

A. Beginning on the first day of employment, all full time employees covered by this Agreement shall accumulate sick leave at the rate of one (1) sick day for each full month of employment, with accumulation not to exceed one hundred (100) days. Sick leave may not be used before it is earned.

B. When arranged for and approved by the department head, sick leave shall be granted as follows:

1. When it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duty because of sickness or injury.

2. For the care of employee's ill minor dependent children, spouse, parent or guardians if the employee is the only person available to render such care. Such leave is not to exceed two (2) days for any one illness.

C. Medical verification may be required for sick leave in excess of three (3) consecutive days or for shorter absences, where abuse of sick leave is suspected.

D. Any employee who is laid off shall have any accumulated sick leave frozen until they are recalled or until they lose their seniority in accordance with the provisions of the agreement.

E. An employee whose employment is terminated for any reason other than retirement shall not be paid for any accumulation of unused sick leave days. Except upon official retirement under the Michigan Employees Retirement System or upon death, all of the unused accumulated sick leave days, not to exceed one hundred (100) days, shall be paid. It is understood that an employee, age 55 or older, who retires not for the purpose of accepting other employment, shall be deemed to have retired under this section, even though payment of retirement benefits is deferred.

F. Employees shall continue to accumulate vacation leave while on sick leave.

ARTICLE XIII - HOLIDAYS

A. Employees shall be entitled to holiday leave without loss of pay on the following holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

If a holiday occurs on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on Saturday, the previous Friday shall be observed as the holiday.

In case of Christmas and New Year's Day only, if the holiday falls on Tuesday, Wednesday, Thursday or Friday, the Day before Christmas and the day before New Year's Day will be observed as additional holidays. An optional religious holiday may be observed in place of Good Friday.

B. When Christmas and New Year's Day fall on Saturday, employees shall have the preceding Friday off in lieu of the Holiday, and the afternoon of the preceding Thursday off in lieu of the day before the Holiday. When Christmas and New Year's Day fall on Sunday or Monday, employees shall have a full day on Monday for the holiday and the afternoon of the preceding Friday in lieu of the day before the holiday.

C. In order to receive pay for a holiday, the employee must work the last scheduled work day before and the first scheduled work day after the holiday. Vacation days, administrative leave and paid sick leave days shall be counted as time worked for this purpose.

ARTICLE XIV - VACATIONS

A. Vacation Eligibility - An employee shall earn credits toward vacation with pay in accordance with the following schedule:
Employees shall earn and accumulate vacation as follows:

- 0 - 1 year One (1) day per month
- 2 - 5 years One and one-quarter
(1 1/4) days per month
- 6 - 10 years One and three-quarters
(1 3/4) days per month
- 11 & subsequent years Two (2) days per month

Vacation may be accumulated up to 30 days. After the employee has the 30 days on bank and does not use the credited vacation over the 30 each year, then the employee shall lose the amount over 30. Probationary employees are not entitled to take vacation until after the completion of the probationary period.

B. Vacation Scheduling - Vacation schedules shall be set up by each supervisor so as to permit the continued operation of the department's function without unduly interfering with the operations. Employees may state preferences for time for vacations and supervisor shall make every effort to schedule vacations accordingly. Conflicts between employees as to available vacation periods shall be resolved according to seniority within each job classification if request is made by March 15th, otherwise, it will be on a first come first serve basis. Conflicts shall be resolved separately within the counties in which the department operates, to the best extent possible.

C. When a holiday occurs during the employee's vacation, the vacation will be extended one day to compensate for the holiday.

D. A vacation may not be waived by an employee and extra pay received in lieu thereof.

E. If an employee becomes ill during his vacation, his vacation will be rescheduled. Proof of illness may be required at the Employer's discretion.

F. If a regular pay day falls during an employee's vacation, he may receive that check in advance before going on vacation, upon application in writing two weeks before going on vacation.

G. Employees shall be paid their current rate based on regularly scheduled hours while on vacation and will continue to accrue benefits under this agreement.

H. If an employee is laid off, retires, severs his/her employment or has his/her employment severed, they shall receive any current unused vacation credits and accumulated comp-time.

ARTICLE XV - COMPENSATION

A. Salaries for employees shall be as shown for each classification and step within a classification of the appropriate year within Appendix I:
1996 Compensation Schedule
1997 Compensation Schedule
1998 Compensation Schedule

B. Salaries for employees with ten or more years of service shall be adjusted according to the following schedule:

Ten(10) thru Fourteen(14) Years = Appendix I plus two (2%)
Fifteen(15) thru Nineteen(19) Years = Appendix I plus four (4%)
Twenty(20) thru Twenty-Four(24) Years = Appendix I plus six (6%)
Twenty-Five(25) thru Twenty-Nine(29) Years = Appendix I plus eight (8%)
Thirty(30) thru Thirty-Four(34) Years = Appendix I plus ten (10%)

C. Once a year all employees performance will be reviewed and, if they are not already at the top step, they will be considered for step increases. Step increases will be given if the employee's performance is satisfactory. If the employee is denied a step increase, the supervisor will meet with the employee and steward if the employee requests, and will explain the reasons for the denial. If the employee disagrees with the denial, it shall be a subject for the second step of the grievance procedure.

D. The Employer may establish rates for new classifications and may slot new positions into existing classifications. If the Union disagrees with the rate thus established, the Employer will meet with the Union to bargain about the new rate, upon notice by the Union within ten (10) days after the rate is effective. It is understood that if the parties cannot agree, the rate will continue until the termination of the agreement.

E. Employees will receive longevity of their choice of one-half (1/2) day vacation or equivalent pay for each year of employment - payment to start at the end of the fifth year, or employee may elect the following schedule. Employee choice is to be paid the last week of December of each year.

0 - 4	No Payment
5 - 9	\$150.00
10 - 14	\$200.00
15 - 19	\$250.00
20 - 24	\$300.00
25 - over	\$350.00

F. Employees who are entitled to reimbursement for car mileage shall be reimbursed for such mileage at a rate/mile equal to the average of the two (2) highest counties within the District. Employees shall first report into their respective office without reimbursement in the morning and mileage will be paid from the office to their business location and thereafter. Employees shall schedule their work to minimize mileage payments.

ARTICLE XVI - INSURANCE AND PENSION

A. The Employer will make available Blue Cross/Blue Shield Coverage, or equivalent with mutual agreement by both the union bargaining committee and the administrative committee, in accordance with the policy presently in effect. The employer will pay the full cost of such coverage for the employee and/or his/her family (except sponsored dependents) for each employee who elects to be covered. Any employee who elects not to be covered under the employers program shall receive a payment of Seventy-Five (\$75.00) per month for each month they or their families elect not to be covered.

B. The Social Security pension provision now in effect will be continued. The employee's MERS Retirement Program consisting of benefits: B-2, E-2, and F-55 with twenty-five (25) years of service, shall be paid by the employer, with the exception of a one and nine-tenths (1.9%) of one percent contribution by the employees. The employer will contribute a minimum of one and nine tenths (1.9%) of one percent annually.

C. The employer, the Union, and the employees shall be bound by the terms of the policies issued to the Employer under this article. Any disputes arising under the insurance and pension article will not be subject to the grievance procedure except that the Union may file a grievance if the Employer fails to provide the required coverage or directs the insurance company to discontinue benefits.

D. 1. Insurance coverage will terminate at the end of the policy month in which employment is terminated or in which the employee stops performing services for the Employer. Employees on layoff or leave of absence without pay may continue insurance coverage at their own expense by tendering the required premium to the Employer on or before the due date for each monthly premium.

2. Employer will pay the premium for Blue Cross/Blue Shield, or equivalent, in accordance with Article XVI,A, for any employee retiring in 1985 or later for a maximum of five years or to the age of 65, whichever comes first, providing that employee retires under the terms of the Michigan Employment Retirement System and has at least 15 years of service with Employer.

3. The current life insurance policy will be paid by the Employer for a maximum of five years or until the age of 65 for any Employee retiring under the condition set forth in item two above.

ARTICLE XVII - MISCELLANEOUS

A. The Employer will provide bulletin boards in each county which may be used only by the union for posting notices pertaining to Union business.

B. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

C. There shall be no discrimination by either the Employer or the Union because of race, color, religion, sex, national origin, or political affiliation.

D. Each employee shall be furnished a copy of his or her job description and if any changes are made in the job description, the employee and the Chapter Chairman shall receive same. When any job descriptions are created or removed, the employer shall notify the Chapter Chairman of such, within thirty (30) days thereof.

E. Employees who are in some branch of the Armed Forces Reserve or the National Guard and who are required to attend active duty for training or who are called to active duty as a result of an emergency shall receive the difference between their regular pay and their military pay for such periods up to a maximum of two weeks per year.

F. Employees shall be allowed three (3) personal business days per year, with pay, (prorated to the amount of time worked that year) to be used at the employees discretion, provided work schedules permit in the opinion of their supervisor. Employees wishing to take a personal business day off shall request such day off from their supervisor in advance, except in an emergency.

G. The Employer agrees to make copies of this agreement available for each employee in the bargaining unit and to provide a copy for each new employee hired into the bargaining unit.

H. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

I. The Chapter Chairman shall head the seniority list of the unit, during his term of office, for purposes of layoff and recall only.

J. The re-employment rights of employees and probationary employees who enter the military service on active duty will be in accordance with all applicable laws and regulations.

K. The Employer may institute reasonable rules and regulations as long as they do not violate the provisions of this agreement.

L. The Chapter Chairperson or their authorized representative shall be allowed time off without pay or loss of benefits to attend Health Board meetings during working hours.

ARTICLE XVIII - STRIKES AND VIOLATIONS

A. Adequate procedure having been provided for the equitable settlement of any grievance arising under this agreement, the parties hereto agree that there shall be no suspension of work through strikes, slow-downs, lock-outs or otherwise, during the life of this agreement.

B. The employer shall have the right to discharge or discipline any employee participating in any strike, slow-down or other suspension of work; and the Union agrees not to oppose such action. However, it is understood that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employee.

C. In the case of any strike, slow-down or other suspension of work not authorized by the Union or any of their officers, the Employer agrees that neither the Union nor their officers, shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about a resumption of normal operation.

ARTICLE XIX - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect beginning January 1, 1996 until midnight, December 31, 1998 and thereafter unless terminated or amended.

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) day's written notice prior to the current year's termination date.

C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on 10 day's written notice of termination.

D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

E. Notice of Termination or Modification - Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 1034 N. Washington, Lansing, Michigan; and if the Employer, addressed, District Health Department No. 4, 1521 W. Chisholm Street, Alpena, MI 49707, or to any such address as the Union or the Employer may make available to each other.

F. Successor Clause - This Agreement shall be binding upon the Employer's successor, whether such succession be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated Employer, with respect to bargaining unit members of this Chapter of Local 1325, Affiliated with Council # 25, AFSCME, AFL-CIO.

FOR THE UNION:

Mike Kavanagh
Frank L. ...
Judy Green
Joe ...

FOR THE EMPLOYER:

James ...
Robert ...
Gerhard A. ...
Kevin ...
...

Dated this 15th day of October 1996.

APPENDIX 1A

DISTRICT HEALTH DEPARTMENT # 4 1996 COMPENSATION SCHEDULE
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	STARTING Probation	STEP 1 EOP	STEP 2	STEP 3	STEP 4
SECRETARY I	\$8.05	\$8.45	\$8.89	\$9.28	\$9.76
SECRETARY II	\$9.22	\$9.54	\$9.89	\$10.27	\$10.61
ACCOUNT CLERK COMPUTER SYS—Assistant	\$10.21	\$10.57	\$10.95	\$11.30	\$11.75
BOOKKEEPER	\$10.68	\$11.15	\$11.59	\$12.11	\$12.65
COMPUTER SYSTEM MANAGER	\$12.66	\$13.15	\$13.68	\$14.26	\$14.90
COMMUNITY ADULT ASSISTANT	\$5.80	\$6.05	\$6.46	\$6.74	\$7.05
HOME HLTH AIDE I HEARING/VISION TECH I FAMILY SERVICE WORKER DENTAL ASSISTANT	\$8.16	\$8.69	\$9.21	\$9.69	\$10.26
HEARING—VISION TECH II	\$9.45	\$9.82	\$10.18	\$10.55	\$10.93
H HLTH AIDE II—LPN	\$8.95	\$9.51	\$10.06	\$10.61	\$11.22
ENV. TECH. I	\$10.47	\$10.90	\$11.36	\$11.84	\$12.32
ENV. TECH. II LPN—BASIC PHARMC	\$11.35	\$11.81	\$12.30	\$12.81	\$13.39
PHN RN I HH RN I	\$11.73	\$12.46	\$13.22	\$13.95	\$14.72
PHN/HH RN II ENV SAN I/P H Ed I	\$12.58	\$13.38	\$14.16	\$14.97	\$15.83
PHN RN III HH RN III	\$13.41	\$14.04	\$14.69	\$15.43	\$16.03
PHN/HH RN IIIa EH SAN II/P H Ed II	\$13.80	\$14.56	\$15.32	\$16.14	\$16.99
PH RN C PRACT.	\$14.46	\$15.08	\$16.00	\$16.80	\$17.67
PERS HLTH COORD ENV HLTH COORD	\$15.74	\$16.33	\$16.97	\$17.67	\$18.34

APPENDIX IB

DISTRICT HEALTH DEPARTMENT # 4 1997 COMPENSATION SCHEDULE
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	STARTING Probation	STEP 1 EOP	STEP 2	STEP 3	STEP 4
SECRETARY I	\$8.37	\$8.79	\$9.25	\$9.65	\$10.15
SECRETARY II	\$9.59	\$9.92	\$10.29	\$10.68	\$11.03
ACCOUNT CLERK COMPUTER SYS-Assistant	\$10.62	\$10.99	\$11.39	\$11.75	\$12.22
BOOKKEEPER	\$11.11	\$11.60	\$12.05	\$12.59	\$13.16
COMPUTER SYSTEM MANAGER	\$13.17	\$13.68	\$14.23	\$14.83	\$15.50
COMMUNITY ADULT ASSISTANT	\$6.03	\$6.29	\$6.72	\$7.01	\$7.33
HOME HLTH AIDE I HEARING/VISION TECH I FAMILY SERVICE WORKER DENTAL ASSISTANT	\$8.49	\$9.04	\$9.58	\$10.08	\$10.67
HEARING-VISION TECH II	\$9.83	\$10.21	\$10.59	\$10.97	\$11.37
H HLTH AIDE II-LPN	\$9.31	\$9.89	\$10.46	\$11.03	\$11.67
ENV. TECH. I	\$10.89	\$11.34	\$11.81	\$12.31	\$12.81
ENV. TECH. II LPN-BASIC PHARMC	\$11.80	\$12.28	\$12.79	\$13.32	\$13.93
PHN RN I HH RN I	\$12.20	\$12.96	\$13.75	\$14.51	\$15.31
PHN/HH RN II ENV SAN I/P H Ed I	\$13.08	\$13.92	\$14.73	\$15.57	\$16.46
PHN RN III HH RN III	\$13.95	\$14.60	\$15.28	\$16.05	\$16.67
PHN/HH RN IIIa EH SAN I/P H Ed II	\$14.35	\$15.14	\$15.93	\$16.79	\$17.67
PH RN C PRACT.	\$15.04	\$15.68	\$16.64	\$17.47	\$18.38
PERS HLTH COORD ENV HLTH COORD	\$16.37	\$16.98	\$17.65	\$18.38	\$19.07

APPENDIX IC

DISTRICT HEALTH DEPARTMENT # 4 1998 COMPENSATION SCHEDULE
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	STARTING Probation	STEP 1 EOP	STEP 2	STEP 3	STEP 4
SECRETARY I	\$8.69	\$9.12	\$9.59	\$10.01	\$10.53
SECRETARY II	\$9.95	\$10.29	\$10.67	\$11.08	\$11.45
ACCOUNT CLERK COMPUTER SYS-Assistant	\$11.02	\$11.41	\$11.82	\$12.19	\$12.68
BOOKKEEPER	\$11.52	\$12.03	\$12.51	\$13.07	\$13.65
COMPUTER SYSTEM MANAGER	\$13.66	\$14.19	\$14.76	\$15.39	\$16.08
COMMUNITY ADULT ASSISTANT	\$6.26	\$6.53	\$6.97	\$7.27	\$7.61
HOME HLTH AIDE I HEARING/VISION TECH I FAMILY SERVICE WORKER DENTAL ASSISTANT	\$8.80	\$9.38	\$9.94	\$10.46	\$11.07
HEARING-VISION TECH II	\$10.20	\$10.60	\$10.98	\$11.38	\$11.79
H HLTH AIDE II-LPN	\$9.66	\$10.26	\$10.85	\$11.45	\$12.11
ENV. TECH. I	\$11.30	\$11.76	\$12.26	\$12.78	\$13.29
ENV. TECH. II LPN-BASIC PHARMC	\$12.25	\$12.74	\$13.27	\$13.82	\$14.45
PHN RN I HH RN I	\$12.66	\$13.44	\$14.26	\$15.05	\$15.88
PHN/HH RN II ENV SAN W/P H Ed I	\$13.57	\$14.44	\$15.28	\$16.15	\$17.08
PHN RN III HH RN III	\$14.47	\$15.15	\$15.85	\$16.65	\$17.30
PHN/HH RN IIIa EH SAN II/P H Ed II	\$14.89	\$15.71	\$16.53	\$17.42	\$18.33
PH RN C PRACT.	\$15.60	\$16.27	\$17.26	\$18.13	\$19.07
PERS HLTH COORD ENV HLTH COORD	\$16.98	\$17.62	\$18.31	\$19.07	\$19.79

APPENDIX II
PERSONNEL POLICIES

It is understood and agreed that the following policies, presently in effect, will not be changed for the duration of this agreement.

A. MEMBERSHIP - Professional Organizations - Each employee shall be encouraged to maintain membership in at least one related professional organization, with dues to be paid by District Health Department No. 4, with supervisory approval.

B. IDENTIFICATION CARDS - A card bearing identification as an employee of the local Health Department shall be issued to each professional employee by the Employer.

C. PHYSICAL EXAMINATIONS - A physical examination including hemoglobin, urinalysis, tuberculin test and chest x-ray (when indicated) shall be required, to be paid for by the District Health Department. Until this is completed, employment is only provisional. Arrangements for this will be made by the employee. Subsequently, it is required that each employee have a tuberculin skin test and having a positive tuberculin test have a chest x-ray in conjunction with regular required physical, or at more frequent intervals if circumstances warrant. Any cost of such x-rays not covered by the employees insurance, shall be paid for by the District Health Department.

D. SICK LEAVE FOLLOWING PROLONGED ILLNESS OR SURGERY - After a prolonged illness or following surgery, sick leave may be utilized in order to permit an employee to work less than regular hours until full recovery is effected.

E. MILITARY LEAVE FOR ACTIVE MILITARY SERVICE - An employee who enters active military service in the armed forces of the United States or the Michigan National Guard under the provisions of a selective system; by call to active duty, or by voluntary entrance in lieu thereof, shall be entitled to a leave of absence without pay for the period of time required to fulfill his military service obligation. The leave and right to restoration to his former position shall automatically terminate if the employee voluntarily remains in military service beyond the required minimum term of service, except in time of war.

F. ABSENCES WITH PAY - With the approval of supervisory personnel, absences for the following purposes will be permitted, with no deduction from sick leave or annual leave credits. The Approval of Leave and Overtime record shall be used in requesting such leaves.

1. Pre-Induction Physical Examinations - Employees ordered to report to the Armed Services will be excused for the time needed for such examinations.

2. Illness Caused by Immunization and Tests - Absences because of illness resulting from an immunization or test required as part of the physical examination requirements of the department shall be excused.

3. Blood Donations - Employees are encouraged to volunteer as blood donors. Absences for giving blood to the American Red Cross or in emergencies, to local hospitals without compensation for it, shall be excused.

4. Professional Conferences - Attendance at professional conferences or related meetings, when authorized by the Director shall be treated as a special work assignment.

5. Hearing - An employee will be excused to attend the hearing on a grievance which he has presented to the Employer and also when requested to appear as a witness at the hearing of another employee.

6. Service on Committee - An employee may serve on committees of a community or professional group. Before accepting such appointments, employees must request approval of the Director.

G. EXPERT WITNESS - An employee subpoenaed as an expert witness in the field of public health and safety shall be granted an absence for this purpose.

The employee may choose to give this service in one of two different ways:

1. On employee's own time. The employee would use his accumulated annual leave or compensatory time for giving such witness service. In this event, he may accept and keep any fees paid for such service as well as receive his salary for the period during which the service was given.

2. On Health Department time. No deduction would be made of his accumulated annual leave or compensatory time. If he accepts the fee for such service, he will be expected to furnish a statement indicating the total amount of the witness fee received. The amount of salary due him for the period of witness service shall be deducted from his total salary for the pay period during which the service was given. He may choose not to accept the witness fee. In this event, no adjustment would need be made in salary due him.

H. STATEMENT OF BALANCE OF LEAVE - At the end of each 6 month period, employee shall be furnished with a statement indicating the balance of annual and sick leave to his credit.

I. OTHER EXPENSES ALLOWED - When meetings (held within official work area) extends over lunch hour all employees shall be reimbursed for lunch. In addition to auto expense, the employee shall be allowed to attend meetings held outside of the official work area, when such attendance and payment of expenses is approved by the Supervisor. Expenses incurred while attending such meetings may include the following items:

Reimbursement without receipt may be approved as follows:

*Lodging not to exceed	\$25.00 per day
*Meals not to exceed	\$ 4.00 Breakfast
	\$ 6.00 Lunch
	\$10.00 Dinner

Tips for bellboy service not to exceed \$1.00 for each hotel stay.

Auto storage and metered parking charges.

Taxi service.

Bridge and road tolls.

Telephone - involving Health Department matters.

Receipt must be submitted with expense voucher for the following items:

- Lodging (Hotel-Motel bill)
- Auto storage
- Bridge toll
- Parking lot (\$1.00 or more)

*Actual expenses above these amounts will be considered when receipts for such are attached to an employees travel voucher.

With the prior approval of the Director, expenses for overnight lodging and meals at the same rates as shown above may be paid to personnel for attending inservice training sessions or other meetings, conferences held away from what would be considered home base within the official work area. Also, the Director may grant prior overnight expenses to employees within the official work area at such time as it would be economical to do so in the performance of his or her duties.

J. PROFESSIONAL LIABILITY INSURANCE - The District Board of Health shall provide a minimum of \$300,000 professional liability insurance coverage of all professional employees.

K. WORKMEN'S COMPENSATION - Employees are covered by Workmen's Compensation Insurance. When injuries occur in line of duty, each employee shall report such injury immediately, if possible, and under no circumstances later than the end of the same day which the injury occurred.

L. SURETY BOND - A surety bond in the amount of \$2,000 each shall be purchased by the District Board of Health for the secretarial staff.

M. ANNUAL LEAVE - PART-TIME EMPLOYEES (Other than contractual)

1. Part-time employees shall receive seniority, Blue Cross-Blue Shield, and other "fringe" benefits prorated to those employees on a full time basis. A minimum of eighteen (18) hours worked/week is required to qualify for Blue Cross-Blue Shield enrollment.

2. Part-time employees are those who work less than the designated normal work week and they shall receive fringe benefits on a prorated basis.



