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AGREEMENT

between

THE DELTA COUNTY BOARD OF COMMISSIONERS

and

THE EMPLOYEES OF THE DELTA COUNTY COURTHOUSE
CHAPTER OF LOCAL #2755
Affiliated with Council #25, AFL-CIO

Delta County

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INDEX

ARTICLE		PAGE
	AGREEMENT.....	1
	PURPOSE AND INTENT.....	1
1	RECOGNITION.....	1
2	AID TO OTHER UNIONS.....	3
3	UNION SECURITY.....	3
4	DUES CHECKOFF.....	3
5	REPRESENTATION FEE CHECKOFF.....	4
6	REMITTANCE OF DUES AND FEES.....	5
7	UNION REPRESENTATION.....	6
8	RIGHTS OF THE EMPLOYER.....	6
9	SPECIAL CONFERENCE.....	7
10	GRIEVANCE PROCEDURE.....	7
10(A)	PAYMENT OF BACK PAY CLAIMS.....	9
11	COMPUTATION OF BACK WAGES.....	10
12	DISCHARGE AND SUSPENSION.....	10
13	SENIORITY (Probationary Employees).....	10
14	SENIORITY LISTS.....	11
15	LOSS OF SENIORITY.....	11
16	SENIORITY OF OFFICERS AND STEWARDS.....	12
17	LAYOFF.....	12
18	RECALL.....	13
19	TRANSFERS.....	13
20	JOB POSTING AND BIDDING PROCEDURES.....	14
21	VETERANS (Reinstatement of).....	15
22	EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS....	15
23	LEAVES OF ABSENCE.....	15
24	UNION BULLETIN BOARD.....	17
25	RATES FOR NEW JOBS.....	18
26	TEMPORARY ASSIGNMENTS.....	19
27	JURY DUTY.....	19
28	SAFETY COMMITTEE.....	19
29	EQUALIZATION OF OVERTIME HOURS.....	20
30	WORKER'S COMPENSATION (On-the-Job Injury)....	21
31	WORKING HOURS.....	21
32	SICK LEAVE.....	22
33	FUNERAL LEAVE.....	23
34	TIME AND ONE-HALF.....	24
35	HOLIDAY PROVISIONS.....	24
36	PERSONAL LEAVE DAYS.....	25
37	LONGEVITY PAY.....	26
38	VACATION ELIGIBILITY.....	26
39	VACATION PERIOD.....	27
40	PAY ADVANCE.....	28
41	HOSPITALIZATION AND MEDICAL COVERAGE.....	29

INDEX CONTINUED

ARTICLE		PAGE
42	LIFE INSURANCE.....	30
43	COMPUTATION OF BENEFITS.....	30
44	UNEMPLOYMENT COMPENSATION.....	30
45	CONTRACTING AND SUBCONTRACTING OF WORK.....	30
46	CONSOLIDATION OR ELIMINATION OF JOBS.....	31
47	BENEFITS (Part-time Employees).....	31
48	MILEAGE ALLOWANCE.....	31
49	EDUCATION.....	31
50	WAIVER CLAUSE.....	31
51	SUCCESSOR CLAUSE.....	32
52	MISCELLANEOUS.....	32
53	APPENDIXES.....	32
54	NO STRIKE OR LOCKOUT.....	33
55	TERMINATION AND MODIFICATION.....	33
	APPENDIX A PENSIONS.....	35
	APPENDIX B CLASSIFICATIONS.....	36
	APPENDIX B-1.....	37
	APPENDIX B-2.....	40
	APPENDIX C SHIFT PREMIUM.....	42
	APPENDIX D HEALTH, DENTAL & LIFE INS.....	43
	APPENDIX E PAYMENT IN LIEU OF HEALTH INS.....	44
	APPENDIX F FAMILY AND MEDICAL LEAVE ACT.....	45
	APPENDIX G DRUG AND ALCOHOL POLICY.....	46
	LETTER AGREEMENT.....	50

AGREEMENT

This agreement entered into this 12th day of March, 1998 between the Delta County Board of Commissioners (hereinafter referred to as the "Employer") and the Employees of the Delta County Courthouse, Chapter of Local #2755, affiliated with Council #25, 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 proper services 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 1. RECOGNITION.

Section 1.1 Collective Bargaining Units. 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 regular full-time and regular part-time employees employed by the County of Delta, but excluding supervisors, confidential employees, assistant prosecutors, assistant personnel director and confidential secretary to the County Board of Commissioners.

Section 1.2 Definitions. The terms "employee" and

"employees", when used in this Agreement, shall refer to and include only those permanent full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining units set forth in Section 1.1. For purpose of this Agreement, the following definitions are applicable:

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

(b) Regular Part-Time Employees. A regular part-time employee is an employee who is working less than the full-time requirements required of that position.

(c) Irregular Part-Time, Temporary and Seasonal Employees. Irregular part-time, temporary and seasonal employees are employees who are scheduled to work a specific assignment, for a specified amount of time, with the understanding that employment will terminate with a pre-established date or condition with the exception of vacation relief, previously agreed to by the Union and Management.

(d) Supervisor. A supervisor is any person with the authority to hire, transfer, layoff, discharge, promote, or effectively discipline employees, or who has the responsibility to direct employees or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act, but requires the use of independent judgment and skill.

(e) Employer. The definition of the Employer contained in this Agreement is for the sole purpose of defining rights and responsibilities under this Agreement, and it shall not be binding upon the parties hereto for other purposes to the extent that an Employer may be otherwise defined under the laws of the State of Michigan.

(f) Immediate Supervisor. The term "immediate supervisor" as used in this Agreement shall mean those individuals holding the positions listed below:

Department	Immediate Supervisor
County Clerk	County Clerk
Register of Deeds	Register of Deeds

Treasurer's Office
Prosecutor's Office
Delta County Airport
Animal Shelter
Maintenance Personnel
Building & Zoning Dept.
Administration & Finance
M.S.U. Extension Service
Equalization

Treasurer
Prosecutor
Airport Manager
Delta County Sheriff
Dir. Maint & Housekeeping
Building & Zoning Admin.
Dir. of Admin. & Finance
Extension Director
Equalization Director

ARTICLE 2. AID TO OTHER UNIONS.

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. The Union agrees not to coerce employees into the Union membership and further agrees not to make agreements with any other union for the purpose of coercing the Employer.

ARTICLE 3. 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 (30) day following the beginning of their employment in the unit.

ARTICLE 4. DUES CHECKOFF.

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph "d"), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to the expiration of this contract. The termination must be given both to the Employer and the Union.

(b) 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 authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this article or from complying with any requests for termination under this article. The employee's earnings shall be regularly sufficient, after other legal and required deductions are made, to cover the amount of the appropriated Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of said authorization forms, together with the provisions of this Agreement. The employer shall have no responsibility for the collections of initiation fees, membership dues, special assessment, service fees or any other deductions not in accordance with this provision.

(d) See attached authorization form.

ARTICLE 5. REPRESENTATION FEE CHECKOFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph "d"), provided, that the said form shall be executed by the employee. The written authorization for

representation fee deduction shall remain in full force and effect during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached authorization form.

(e) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or other actions arising from this Article or from complying with any requests for termination under this Article.

ARTICLE 6. REMITTANCE OF DUES AND FEES.

(a) When deductions begin:

Checkoff deductions under all properly executed authorizations for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of dues to financial officer:

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from who deductions have been made no later than the fifth (5th) day of the month following in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(c) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other actions arising from this Article or from complying with any requests for termination under this Article. The employee's

earnings shall be regularly sufficient, after other legal and required deductions are made, to cover the amount of the appropriate representation fee. When an employee is in a non-pay status for an entire pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over the Union representation fee. Deductions shall be made only in accordance with the provisions of said authorization form, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of any representation fee or any other deductions not in accordance with this provision.

ARTICLE 7. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Chapter Chairperson. The employees covered by this Agreement shall be represented by not more than three (3) stewards. The Employer shall be notified of the names of the stewards and alternate stewards and the Chapter Chairperson. If the Chapter Chairperson or the appropriate Steward wants time off during working hours to investigate and present grievances, they shall give advance notice to their supervisors and work out a mutually acceptable time which shall not be unreasonably withheld, and which shall be without loss of pay.

(b) Union Bargaining Committee. Employees covered by this Agreement shall be represented in negotiations by negotiating committee members. Bargaining by parties shall commence either during regular working hours or outside of regular working hours. Members of the bargaining committee shall be paid by the Employer for time spent in negotiations (maximum to be two members to be paid).

(c) Union members will not engage in Union activity on the Employer's time or engage other employees in Union activity while such employees are on the Employer's time, except as specifically provided by this Agreement or as allowed in advance by the applicable department head. 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 discipline up to and including discharge.

ARTICLE 8. RIGHTS OF THE EMPLOYER.

The Employer, on its own behalf and on behalf of the electors, 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 Employer shall have the right to establish the overall direction of the working force, including the right to determine the size, deployment, scheduling, and duties of the work force; to determine the qualifications required of all employees; to direct, plan, and control the work force; to direct, plan, and control its operations; to hire, assign, direct, layoff, recall, transfer, or promote employees; to demote, suspend for just cause, discipline, and discharge any employees for just cause; to establish, change, combine, or discontinue job classifications and to establish the number of people needed or used in all classifications and establish job descriptions for all classifications and positions; to introduce new and improved operating methods and/or facilities; to change existing operating methods and/or facilities; to prohibit or limit smoking or tobacco use; to establish policies and rules for the work force not in violation of this agreement; and to manage in the traditional manner, are all vested exclusively in the Employer.

ARTICLE 9. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings 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 at a mutually agreeable time between the Employer and the Union. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

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

ARTICLE 10. GRIEVANCE PROCEDURE.

A grievance shall contain the specific facts upon which it is based and shall set forth the section or sections of this Agreement which have allegedly been violated. It is the intent of the parties to this Agreement that the grievance procedure set

forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented to the Employer, in writing within ten (10) working days of the employee's knowledge of its occurrence, or when the employee should reasonably have known of its occurrence, whichever occurs first. The Employer will answer, in writing, any grievance presented to it in writing by the Union. All time limits within this article may be extended upon mutual agreement, in writing, by both parties.

STEP 1. Any employee having a grievance shall present it to the Supervisor as follows.

(a) In a conference between the aggrieved employee, his or her Union representative, if desired, and the employee's immediate supervisor. The supervisor will attempt to adjust the matter. If no Union representative is involved and the matter is resolved before written and filed as a grievance, this shall not act as a precedent. If not resolved in this fashion, the employee will present his grievance to his immediate supervisor and the Director of Administration and Finance with a copy to his Steward and Chapter Chairperson. Upon receipt of the grievance, the Supervisor and the Director of Administration and Finance shall sign and date the Steward's copy of the grievance.

b) The immediate Supervisor shall give his answer to the steward within three (3) working days of receipt of the grievance stating reasons in writing.

STEP 2.

If the grievance has not been settled in Step 1 it shall be presented to the Delta County Director of Administration and Finance by the Chapter Chairperson within three (3) working days after receipt of the Supervisor's answer to Step 1.

The Director of Administration and Finance shall answer (in writing) within five (5) working days stating the reason the issue could not be resolved.

STEP 3.

(a) If the Director of Administration and Finance's answer to Step 2 is not satisfactory and the Union wishes to carry the matter further, the Chapter Chairperson, within five (5) working days, shall request a meeting with the Employer and a committee

designated by the Board of Commissioners. The Employer and designated committee will meet with the Union representatives with fifteen (15) working days from the date of said request and notify the Union of any decision made within fifteen (15) work days following such meeting.

(b) If after Step 3(a) Council #25 considers the dispute to be grievable, the Chapter shall file a demand for arbitration within thirty (30) working days in accordance with the American Arbitration Association's Rules and Procedures.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of arbitration.

(e) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) calendar days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) If the Employer(s) does not respond to a grievance in a timely fashion, the grievance will be deemed granted. If the employee or the Union does not file a grievance or appeal to the next step of the process in a timely fashion, the grievance will be deemed denied.

ARTICLE 10(A). PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his/her seniority entitles him/her, and a written notice of his/her claim is filed with the Immediate Supervisor and Director

of Administration and Finance within thirty (30) days of the time the Employer first failed to give him/her such work, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

ARTICLE 11. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 12. 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 his/her steward 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/her discharge or suspension with his/her steward, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or 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 Step 2 of the grievance procedure. If Article 12 is used as a means of implementing the grievance procedure, said implementation shall take place within ten (10) working days of the discharge or suspension.

d) In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than thirty months or two and one half years previously.

ARTICLE 13. SENIORITY (Probationary Employees).

(a) New employees hired in the Unit shall be considered as probationary employees for the first 120 days of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority for the 120 days prior to the day he/she

completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a unit-wide basis.

ARTICLE 14. SENIORITY LISTS.

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the Unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson with up-to-date copies upon request.

ARTICLE 15. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons:

(a) He/she quits.

(b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He/she is absent for two (2) consecutive days without notifying the Employer. In extenuating circumstances, exceptions may be made at the discretion of the Employer and the Union. Said working days must be two (2) completed scheduled shifts. After such absence, the Employer will send written notification to the employee at his/her last-known address that he/she has lost his/her seniority, and his/her employment has been terminated. It shall be the responsibility of the employee to notify the Employer of any change of address. If the Employer violates these provisions, the matter may be referred to the grievance procedure.

(d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In unusual

circumstances, exceptions may be made at the discretion of the Employer and the Union.

(e) If the employee is not recalled from a layoff for a period equal to the employee's seniority or two (2) years whichever is less.

(f) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE 16. SENIORITY OF OFFICERS AND STEWARDS.

The Chapter Chairperson and stewards shall head the seniority list of the Unit during their term of office solely for the purposes of layoff and recall and only if said Chapter Chairperson and stewards are full-time employees.

ARTICLE 17. LAYOFF.

(a) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funding. In the event that a reduction in personnel occurs, the Employer agrees to lay off the least senior employee in the given department or interdepartmental employee's primary office first and thereafter use the inverse order of seniority, provided that the remaining senior employees meet the minimum requirements and are capable of performing the required work with the necessary qualifications. An employee who is laid off may, within three (3) calendar days of notification of layoff, exercise his/her seniority by taking the job of a lessor senior employee in the bargaining unit who is working in a classification for which they have the necessary qualifications, etc. The bumped employee may thereupon be given immediate notice of layoff, the provisions concerning advance notice of layoff notwithstanding, and such bumped employee shall also have the right to elect to bump as above provided. Lateral or down bumping only will be allowed.

(b) Employees shall receive the wages for the classification into which they bump based on their years of continuous service with the Employer.

(c) In the event it becomes necessary for a layoff, the Employer shall inform the employee to be laid off with fourteen (14) calendar days advance notice, in writing, and shall provide a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations, to the proper Union representatives.

(d) Employees of the bargaining unit shall be allowed to bump across department lines in the event of a layoff. However, any such bumping shall not displace the Deputy Clerk, Deputy Register of Deeds, Deputy Treasurer, Prosecuting Attorney's designated legal secretary and the Assistant Zoning and Building Administrator.

(e) Any bumping that occurs as outlined in (a) through (d) above shall not result in the bumping of individuals at the Airport so that there is less than two certified full-time employees on the duty roster at any time. This would allow for a period of time to certify the individuals bumping in before any additional bumping could occur. Furthermore, in the case of multiple layoffs with several individuals being laid off meeting the minimum requirements and wishing to bump to the Airport, the most senior individual with more seniority than an individual at the Airport will bump first and be trained and certified before any additional bumping may occur. The additional individual and/or individuals meeting minimum requirements and seniority thresholds wishing to bump to the Airport but who are restricted by the above provisions shall be on layoff status until there are three certified full-time employees on the roster, one of which is less senior than them. Upon meeting this requirement, they may bump that individual and start the process as stated above with the above restrictions applying.

ARTICLE 18. RECALL.

When an employee is recalled, said recall shall be according to Unit seniority, with the most senior employee on layoff being recalled first, subject to the terms and requirements of Article 17. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail and a copy shall be sent to the Chapter Chairperson. If the employee fails to return to work within fifteen (15) calendar days from the date of mailing of notice of recall, he/she shall be considered a "quit". In unusual circumstances, exceptions may be made by mutual agreement. Upon recall, an employee must be returned to his/her former classification.

However, notwithstanding any language to the contrary in the preceding paragraph, upon recall from a layoff, the given vacancy shall be posted and filled as a new vacancy according to Article 20. Further, any individual applying for the vacancy must meet the requirements of Article 20 with regard to filling a vacancy.

ARTICLE 19. TRANSFERS.

(a) Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than thirty (30) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classifications.

ARTICLE 20. JOB POSTING AND BIDDING PROCEDURES.

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted no later than seven (7) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building, and such postings shall indicate whether or not testing will be required and the location of any such testing, if known. Employees interested shall apply, in writing, within the seven (7) working days' posting period. The Employer shall consider the applicant's experience, qualifications, work history and seniority in filling the vacancy, and, if these are equal, the qualified applicant with the greatest seniority shall be given the job. The Employer reserves the right to fill vacancies from outside sources, if there are no qualified applicants. The senior employee applying for the position who meets the minimum requirements shall be granted up to a ten (10) working day trial period to determine:

1. The employee's ability to perform the job.
2. The employee's desire to remain on the job.
3. Testing may be used to verify qualifications.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his/her steward. In the event the

senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairperson as to who was awarded the job.

(c) During the ten (10) working day trial period, the employee shall have the opportunity to revert back to his/her former classification, whether it be at the request of the employee or Employer. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period, employees will receive the rate of the job they are performing.

(e) Sections (a) through (d) above do not apply to the Airport regarding a trial period the employee meeting the minimum requirements will be awarded the job at the Airport and will not be allowed to return to his/her old position. He/she will be required to remain and perform satisfactorily until a new position opens up which he/she is qualified to apply for and if successful in the bidding process can then move to the new position.

ARTICLE 21. VETERANS (Reinstatement Of).

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 22. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement where the Employer is required to grant said leave by law.

ARTICLE 23. LEAVES OF ABSENCE.

(a) Leaves of absence without pay for periods of not to exceed one (1) year will be applied for, in writing, on an application form supplied by the Employer, by the employee to his/her Supervisor; such request shall contain the duration requested and such leave, if granted, shall be in writing with a copy of any granted leave to the Union Chairperson, without loss of seniority for:

1. Illness leave, (physical or mental); and,
2. Prolonged illness in the immediate family.

Where said illness prevents the employee from working, such leave may be extended for like cause for a maximum of up to one (1) additional year.

Employees shall accrue seniority while on any paid leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them, provided they meet the minimum qualifications of the position.

(b) The following leaves may be granted, without pay, for periods up to one (1) year maximum:

1. Education leave;
2. Leaves for Union activities;
3. Short-term personal leaves, and,
4. Child care.

Employees shall retain seniority while on any unpaid leave of absence granted by the provisions of this Article, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them, provided they meet the minimum qualifications of the position.

(c) Management reserves the right to verify the claim of disability by a physician of the Employer's choice at the Employer's expense.

(d) Said employee shall be allowed to participate in the medical, life and dental insurances provided the premiums are paid by the employee in advance of the established due date of

said premium.

(e) A child care leave of absence, without pay, may be granted for a period of up to one (1) year, for the purpose of infant child care.

(f) Members of the Union selected to attend a function of the Union shall be allowed seven (7) days per year without pay to attend such function. No more than two (2) employees shall be allowed said time off at any one time.

(g) Employees hired to replace employees on leaves of absence will be considered temporary employees and will not be subject to the rate of pay and terms and conditions of the contract nor will they accrue seniority. The Union shall be notified of all such hires of ten (10) consecutive days or more.

(h) Adjustment to seniority will be made for a leave of absence without pay according to the number of days not paid.

(I) The representatives of the Employer and Union agree that it is their mutual intent and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). Generally, FMLA leave is unpaid. However, an eligible employee may choose all or part of paid leave entitlement for which he/she is otherwise eligible under the terms of this Agreement during their FMLA leave time. If an employee does not choose to substitute accrued paid leave, the Employer may, at its discretion, require the employee to substitute all or part of accrued paid leave for FMLA leave. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by terms of the Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

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

ARTICLE 24. UNION BULLETIN BOARD.

The Employer shall provide space on existing bulletin boards in the Employer's place of business which may be used by the Union for posting notices pertaining to Union business. Such notices shall be limited to elections, meetings and social

affairs. Any other notices or information which the Union wishes to place on said bulletin boards must have the prior approval of the Employer.

ARTICLE 25. RATES FOR NEW JOBS.

(a) Rates for New Jobs. When a new job is created, the Employer will notify the Union of the job and rate structure prior to its becoming effective. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations. If agreement cannot be reached within five (5) working days of the initial negotiations, the dispute shall be a proper subject for the grievance procedure.

(b) Claimed Realignment of Position. During the term of this Agreement, if the Employer deems it necessary to change the job duties or requirements for a position to the extent the employee feels it constitutes a reclassification, the employee may make an application in writing for such change to his or her supervisor. The employee's supervisor will then analyze the situation. Either the employee, or both the employee and supervisor, can then forward a request for such reclassification to the Personnel Committee of the Employer. Such request shall also be filed by the employee with the Union. The Union shall state, in writing, to the Personnel Committee of the Board, whether or not it favors such reclassification. If all parties are in agreement that such reclassification is appropriate, then such reclassification shall be implemented. On the other hand, if either the Personnel Committee of the Board or the Union does not feel that the reclassification is appropriate, then a special conference shall be held to discuss the proposed reclassification. The Personnel Committee of the Board may have the Director of Administration and Finance and an attorney present if they desire. The Union may have its business manager and an attorney present if it desires. The parties shall attempt to reach an amicable settlement on the request for reclassification. Such settlement may include an approval, rejection, or modification of the requested change. If either the Union or the Personnel Committee of the Board shall not agree to the proposed request, such party shall notify the other within fifteen (15) working days of the decision to reject the request. At such point, either party can seek mediation of the reclassification request. The parties will attempt to reach some agreement on the request through the offices of the mediator. However, neither party shall be obligated to agree on a solution unacceptable to it during or after mediation. Mediation shall be the final step in the reclassification request procedure.

ARTICLE 26. TEMPORARY ASSIGNMENTS.

(a) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior departmental employee who meets the minimum requirement for such job. Prior proof of ability to perform the job will be required. Such employee will receive the rate of pay of the higher classification provided, that such employee shall fill such vacancy for a period in excess of (7) working days, unless otherwise provided in this Article.

(b) Training for interdepartmentals will be scheduled by Administration after input/consultation with the department heads involved. The Administration will give consideration to not putting undue strain on any one office. This clause refers to training only. Any emergency situation needing the services of an interdepartmental will be addressed by Administration.

ARTICLE 27. JURY DUTY.

An employee who reports for jury duty will be paid his regular pay. All employees shall turn in any jury or witness fees paid for reimbursement for appearance in any court or administrative proceeding. When appearing in Delta County, no jury fee or mileage fee shall be paid by the employer.

ARTICLE 28. SAFETY COMMITTEE.

A safety committee of employees and Employer is hereby established. This committee shall consist of the stewards, and shall meet at the call of either party during regular daytime working hours for the purpose of making recommendations to the Employer. In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the grievance procedure.

It is understood by the parties that employees shall not be required to work if the temperature inside the building is below sixty-five (65) degrees. Therefore, if the temperature remains below sixty-five degrees for a period of one hour and the furnace is not operative during that period, the employees sent home will be paid for the remaining part of their work day. The thermometer in the County Clerk's office is to be used as the official temperature indication guide (for Courthouse employees), and the County Clerk will bear the responsibility for carrying out this provision or in the Clerk's absence, the Clerk's Deputy.

The thermometer in the MSU Director's office is to be used as the official temperature indicator guide (for Service Center employees) and the MSU Director will bear the responsibility for carrying out this provision or in the MSU Director's absence, the Assistant Director. The thermometer at the Animal Shelter office is to be used as the official temperature indicator guide (for the Animal Shelter employees) and the Sheriff will bear the responsibility for carrying out this provision or in the Sheriff's absence, the Undersheriff. Since Airport employees are required to work the majority of their time under adverse conditions and as a rule do not work for any period of time in the terminal, this provision does not apply to the Airport. It being further understood, if employees are requested not to report to work, they shall be paid their regular salary for the scheduled hours they are told not to report that day. Any individuals required to work and not sent home at a location that falls under the above provisions and that is closed as a result of said conditions will be paid their regular time plus half time for the time worked during that buildings closure.

ARTICLE 29. EQUALIZATION OF OVERTIME HOURS.

(a) Except in emergency situations, overtime hours shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours will be posted monthly in a prominent place in each department.

(b) Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list, in an attempt to equalize the overtime hours. Newly hired employees shall start with highest number of hours on such list in that classification or department.

(c) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period, except in cases as defined in (d).

(d) Employees who are absent from work, such as sick leave, vacation, leave of absence shall not be charged overtime not worked.

(e) Overtime hours will be computed from January 1 through December 31 each year.

(f) Although it is understood and agreed that at no time will overtime be equal at the Airport, the Employer agrees to utilize scheduled overtime when possible to assure an equitable distribution of overtime in the Airport operation. If the Union feels the Employer is abusing the above right, the matter shall be referred to Step Three (3) of the Grievance Procedure.

ARTICLE 30. WORKER'S COMPENSATION (On-the-Job Injury).

(a) Each employee will be covered by the applicable workers' compensation laws. Any employee on workers' compensation agrees to accept "light duty" or alternative employment with the employer, if offered by the Employer, provided that the employee is able to do such work. The Union agrees that certain transfers in position can be made to comply with any applicable Federal or State laws in such regard. Such employees will receive all compensation and benefits to which they are entitled.

(b) Whenever an employee applies for worker's compensation, said employee may use sick leave until worker's compensation has been verified or until all accumulated sick leave has been used. In the event the employee decides to use sick leave during this period and worker's compensation is granted, all sick leave used will be paid back to the Employer by the employee not accruing any sick leave until all days for which worker's compensation has been paid are deducted. However, the employee may not use more sick days than he/she has accumulated. Employees, if requested, will be required and will submit a report from a doctor following an illness or injury indicating that he or she is physically able to do work available before he or she returns to active work.

ARTICLE 31. WORKING HOURS.

(a) The regular work week for the Courthouse employees, with the exception of Courthouse custodians, is established at (35) thirty-five hours per week. The work day shall begin as assigned by the department head in order to provide that the Courthouse offices be open between the hours of 8:00 a.m. and 4:00 p.m. If the department head deems it necessary to remain open until 5:00 p.m., he/she shall work cooperatively with employees to arrive at a mutually agreeable work schedule for the employees. If such agreement cannot be reached, the most senior employee shall have the first choice of prescribed working hours, then the next senior employee, etc.

(b) Employees shall be allowed sixty (60) minutes for lunch. The current practice of lunch and break times for Airport

employees will remain in effect for the term of this agreement.

(c) Employees may take a fifteen (15) minutes coffee break in the a.m., and a fifteen (15) minutes coffee break in the p.m., which coffee break may be taken outside of their working area.

(d) The work hours of Service Center employees, Courthouse Custodians, and Animal Control Employees shall be forty (40) hours per week, eight (8) hours per day as scheduled by the Employer. The current practice of work hours and scheduling at the Airport shall remain in effect for the term of this Agreement. The employee will be notified of schedule changes within a reasonable amount of time. Working hours at the Airport, other than the Airport housekeeper position and the position set forth in Article 31(f), shall consist of no less than 8 hours per shift.

(e) An employee on call out will receive time and one half where applicable for the actual hours worked or two hours straight time, whichever is greater.

(f) There will be established a regular part-time position at the Airport.

ARTICLE 32. SICK LEAVE.

(a) Employees shall accumulate one half (1/2) day of sick leave per pay period, not to exceed thirteen (13) days per year. Effective 3-12-98, the maximum accumulation of sick leave shall be 172 days. Accumulated sick leave days shall be used for nonoccupational disabilities, except as set forth in Article 30. Employees shall receive one half all sick leave accumulated in the form of pay at their current hourly rate upon termination. Upon the death of any employee, one half of all sick leave accumulated shall be paid to the employees estate at the last rate earned by the deceased. Sick leave will be deemed to be continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. It is the employee's responsibility, when sick leave is utilized, to notify their immediate supervisor or other appropriate supervisor as soon as possible of the need for such sick leave. Failure to give notice may result in disciplinary action.

b) NEWBORN CHILD CARE: Sick Leave and a leave of absence without pay shall be granted for newborn child care according to prevailing law and the terms of this Agreement.

(c) The Employer may at any time notify the employee and the Union in writing with an attached copy of the employee's sick leave record, that it suspects possible abuse of sick leave by an employee. The parties involved shall meet for the purpose of reviewing the alleged sick leave abuse. Before any action is taken against the employee, the Union will discuss the allegation privately with the employee. If the Employer considers the evidence available to be sufficient, the Employer may thereafter require a physician's certificate or other competent evidence certifying to such employee's inability to work due to illness. Whenever the Union suspects that the Employer was unreasonable and capricious in making such determination, a special conference will be held, and if the matter is not resolved at such meeting it may be submitted directly to Step 2 of the Grievance Procedure. Before return to work from illness or injury of over three (3) consecutive days or involving workers' compensation, the Employer may require a written medical verification of ability to return to work. Any additional charge with regard to such medical verification shall be borne by the Employer, if the employee has visited a doctor of the Employer's choice.

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

ARTICLE 33. FUNERAL LEAVE.

An employee shall be allowed three (3) consecutive working days with pay as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, brother, sister, step-brother, step-sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, dependent on the distance from the funeral, to be deducted from sick leave. The Chapter Chairperson, or his/her representative, shall be allowed up to one (1) funeral leave day with pay, depending on the distance from the funeral, to be deducted from sick leave in the event of a death of a member of the Union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 34. TIME AND ONE-HALF.

Where a normal work day consists of seven (7) hours per day and thirty-five (35) hours per week, an employee working between thirty-five (35) and forty (40) hours per week shall be given the option of taking compensatory time off with pay equal to the time worked over thirty-five (35) hours. Employees shall receive wages at the rate of time and one-half for each of said hours worked in excess of forty (40) hours per week. All employees covered by this Agreement, who perform work on a Sunday, shall be paid at the rate of time and one-half for those hours actually worked on said Sunday. All such overtime shall have prior approval of the Supervisor except in the case of an emergency. Overtime for an emergency must be reported by the employee within one (1) working day to their supervisor. During a layoff of employees in a classification, overtime hours over 40 hours per employee may be performed only during an emergency in that classification. If the Union feels the Employer is abusing the above right, the matter shall be referred to Step Three (3) of the Grievance Procedure.

(b) Airport employees working nine hour shifts shall have the option to be paid overtime at the rate of time and one half or compensatory time off for all hours worked over nine (9) hours in a shift or forty (40) in a work week.

ARTICLE 35. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	One-half Day New Year's Eve

In addition to the above, employees will also be eligible for two (2) floating holidays subject to the following conditions:

(1) Floating holidays shall be used at the employee's discretion, however, only upon reasonable notice and with agreement of the Employer. Requests for floating holidays shall not be unreasonably withheld by the Employer.

(2) Floating holidays may be used as an adjunct to vacation leave with prior approval of the employee's immediate supervisor.

(b) Employees will be paid their current rate based on their regular scheduled work day for said holidays. Employees working on a legally established holiday as established in this Agreement will be paid for hours worked at double time (2x) their regular rate, plus straight time pay for the holiday, based on their regularly scheduled work day. For continuous service employees (seven day operation), not working on the holiday a day off will be scheduled by mutual agreement with the Employer or failing to mutually agree the Employer shall provide an extra days pay in lieu of the holiday.

(c) Should a holiday fall on a Sunday, Monday shall be considered as the holiday. If a holiday falls on Saturday, the Employer will either schedule the preceding Friday off with pay, or the Employer shall provide an extra day's pay in lieu of the holiday.

(d) Whenever consecutive holidays occur on a weekend or any part of the weekend, Friday and Monday shall be considered the official holidays.

(e) For continuous services employees (seven-day operation) holiday pay shall be earned on the date of the actual holiday.

ARTICLE 36. PERSONAL LEAVE DAYS.

(a) Personal leave time is provided to care for personal activities. Personal leave time is available to all permanent full-time and regular part-time employees who have completed one year of service. The Employer will make available a total of three (3) days to be used for personal leave in each anniversary year. The anniversary year shall be defined as that date on which an employee has been employed continuously for one year. Employee will forfeit said days if he/she fails to utilize the benefit.

(b) Personal leave days shall be used at the employee's discretion, and except for stated emergencies, only upon reasonable notice to and with the agreement of the Employer. Request for personal leave days shall not be unreasonably withheld by the Employer.

(c) Personal leave cannot be used as an adjunct to annual leave or holiday leave.

ARTICLE 37. LONGEVITY PAY.

In addition to the wages for all employees under the terms of this Agreement as stated herein, each employee shall be paid longevity as follows:

<u>Service Years</u>	<u>2/18/98-2/17/99</u> <u>Amount</u>	<u>2/18/99-2/17/02</u> <u>Amount</u>
Three Years	\$200.00	\$250.00
Four Years	\$300.00	350.00
Five Years	\$300.00	350.00
Six Years	\$300 00	350.00
Seven Years	\$350.00	400.00
Eight Years	\$350.00	400.00
Nine Years	\$350.00	400.00
Ten-Fourteen Years	\$450.00	500.00
Fifteen-Twenty Years	\$550.00	600.00

Said longevity pay shall be effective and paid the first pay period following entitlement based on the employee's individual anniversary date of employment.

ARTICLE 38. VACATION ELIGIBILITY.

The employees anniversary date shall be used to compute vacation benefits. An employee will earn credits toward vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>No. of Vacation Days</u>
After one (1) year	5 days
After two (2) years	10 days
After three (3) years	10 days
After four (4) years	10 days
After five (5) years	15 days
After six (6) years	16 days
After seven (7) years	17 days
After eight (8) years	18 days
After nine (9) years	19 days
After ten (10) years	20 days
After eleven (11) years	21 days
After twelve (12) years	22 days
After thirteen (13) years	23 days
After fourteen (14) years	24 days
After fifteen years (15) years	25 days

ARTICLE 39. VACATION PERIOD.

(a) Vacations will be granted at such times during the year suitable to the employee and the Employer.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period between anniversary dates. Vacation days may not be carried from one anniversary period to another without written approval by the Employer.

(d) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled and such time off shall be charged to either sick leave or time off without pay. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation period.

(e) It shall be the responsibility of the employee to submit requests for vacation time far enough in advance so that they may be scheduled by the Supervisor without disruption of the department work schedule. Failure to do so may result in loss of vacation time.

(f) Sections (b) and (c) - Do not apply to Airport employees. Airport Employees will follow the following:

Only one employee will be on vacation from the Airport at a time. At the beginning of a new calendar year, the employee with the greatest seniority will be allowed to select a vacation period using all but not less than five (5) days of their vacation time. This will continue by seniority until all employees have made their first choice. Then in the same manner employees will have the opportunity to make their second, third, etc. choices.

After this process, employees shall have the opportunity with five (5) days notice and approval of the appropriate supervisor to take a period of less than five (5) days vacation to which the employee is entitled.

An employee transferring to the Airport after the initial leave selections have been made must schedule vacation around employees that have vacations previously scheduled irregardless

of seniority. If a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended by one (1) day continuous with the vacation or the employee may elect to receive payment at his/her regular wage rate for the holiday. This decision must be made prior to the start of the vacation.

Airport employees may be paid at their regular wage rate for any unused vacation time at the end of their accrual year provided they have used a minimum of the (10) days vacation during that year.

(h) Employees of all departments other than the Airport will follow the following: If more than one employee requests vacation at the same time in a given department or within an interdepartmental employee's primary office, such vacation may be granted at the discretion of the immediate supervisor. At the beginning of a new calendar year, the employee with the greatest seniority will be allowed to select a vacation date using all or any part of his/her vacation time. Interdepartmental employees may select vacation within the Department to which they are primarily assigned. This will continue by seniority until all employees have made their first choice. Then in the same manner employees will have the opportunity to make their second, third, etc. choices. An employee who transfers into any of the aforementioned departments, after the initial leave selections have been made must schedule vacation around employees that have vacations previously scheduled regardless of seniority. If a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended by one (1) day continuous with the vacation or for Airport employees, the employee may elect to receive payment at his/her regular wage rate for the holiday. This decision must be made prior to the start of the vacation.

ARTICLE 40. PAY ADVANCE.

(a) If a regular payday falls during an employee's vacation, he/she will receive, if requested, that check in advance before going on vacation.

(b) If an employee is laid off or retires, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff, for the current calendar year, will have such credit deducted from his/her vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled pay while on

vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 41. HOSPITALIZATION AND MEDICAL COVERAGE.

(a) The Employer agrees to pay the premium for hospitalization medical coverage for the employee and his/her family as outlined in Appendix D. 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. The Employer will notify the Union prior to a change in carriers for hospitalization and medical coverage.

(b) The Employer agrees to pay the premium for hospitalization medical coverage as outlined in Appendix D for the employee and his/her family during an employee's absence as 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 not to exceed six (6) months.

(c) The Employer agrees to pay coverage as outlined in Appendix D for Blue Cross Blue Shield of Michigan Health Insurance Plan.

(d) The Employer agrees to provide payment to the insurance carrier as outlined in Appendix D for the Blue Cross Blue Shield dental care program during the term of this contract.

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

(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 Insurance 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 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 government 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.

(h) The Employer agrees to add pap smear coverage to the coverage to the insurance as currently provided to the Courthouse union employees.

ARTICLE 42. LIFE INSURANCE COVERAGE.

The Employer agrees to pay the full premium of a term insurance plan for each employee, face value of \$10,000.00 while employed.

ARTICLE 43. COMPUTATION OF BENEFITS.

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 44. UNEMPLOYMENT COMPENSATION.

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with permissible legislation.

ARTICLE 45. CONTRACTING AND SUBCONTRACTING OF WORK.

No work shall be contracted out or subcontracted if such contracting would result in a layoff as provided for in Article 17. However, the Employer shall have the right to subcontract work if it does not have available or sufficient personnel capable of doing the work, capacity and ability to perform such work within the required amount of time, and during emergencies, or when such work cannot be performed by bargaining unit

employees.

ARTICLE 46. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees to notify the Union prior to any consolidation or elimination of jobs, and the Employer further agrees to meet with the Union, if the Union shall request such a meeting, in order that the Employer might explain its reasons for such consolidation or elimination of jobs.

ARTICLE 47. BENEFITS REGULAR PART-TIME EMPLOYEES.

A regular part-time employee, who works at least one half time based on the categories below, shall receive fringe benefits prorated according to the hours worked. Regular part time Maintenance, Animal Control and Airport employees will be prorated based on a 40 hour work week being considered full time. Other regular part time positions will be based on 35 hours being considered full time. Any employee receiving benefits prior to March 12, 1998, shall be grandfathered and shall continue to receive such benefits.

ARTICLE 48. MILEAGE ALLOWANCE.

Employees who, as a condition of employment must use their personal vehicles in their work, will be reimbursed at the rate per mile as set by the County Board for all other employees and elected officials of Delta County.

ARTICLE 49. EDUCATION.

(a) In the event an employee is required by the Employer to attend educational classes or sessions, the employee shall be paid his or her regular wages, and the Employer shall be responsible to pay the cost of attending said classes which shall include tuition, course materials, mileage, lodging and meals.

(b) The Employer may allow (upon prior written approval at the Employer's sole discretion) employees to attend state or other accredited schools or training sessions. Such training shall be beneficial to both the Employer and the employee. The Employer will pay the full cost of tuition and class related materials for such education.

ARTICLE 50. WAIVER CLAUSE.

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, expressed or implied, between

such parties and will hence forward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

It is the intent of the parties that this Agreement contain all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefor, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 51. SUCCESSOR CLAUSE.

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment, or transfer be effected voluntarily or by 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.

ARTICLE 52. MISCELLANEOUS.

(a) All employees shall be subject to the County's Drug and Alcohol Policy, as attached and or amended.

(b) The following County Clerk, County Register of Deeds, County Treasurer, Prosecuting Attorney, Sheriff, Director of Maintenance and Custodians, Airport and Parks Manager, Parks Supervisor, Equalization Director, Building and Zoning Inspector, Director of Administration, etc. may perform any work within their departments in the event of an emergency, training, demonstration, or unavailability of bargaining unit employees to do that work.

ARTICLE 53. APPENDIXES.

The following appendixes are incorporated and made a part of this Agreement:

- Appendix A - Pension
- Appendix B - Classification
- Appendix B1- Grade and Wage Rates
- Appendix B2- Grade and Wage Rates
- Appendix C - Shift Premium
- Appendix D - Health, Dental and Life Ins. Premiums
- Appendix E - Payment in Lieu of Health Insurance
- Appendix F - Family and Medical Leave Act of 1993
- Appendix G - Drug and Alcohol Policy

ARTICLE 54. NO STRIKE OR LOCKOUT.

The Union will not authorize, direct, or participate in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind. The Employer shall not lock out employees during the term of this Agreement.

ARTICLE 55. TERMINATION AND MODIFICATION.

This Agreement will be effective as of March 12, 1998, and expire at the end of March 11, 2002.

(a) If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) 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 one hundred twenty (120) days written notice prior to the current year's termination date.

(c) Notice of Termination or Modification.

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to Michigan Council #25, 710 Chippewa Square, Marquette, MI 49855; and if the Employer, addressed to Delta County Board of Commissioners, 310 Ludington Street, Escanaba, MI 49829; or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument be executed on the day and year first above written.

FOR THE UNION:

Christine P. Pepin

Beverly L. Quirk

David J. Puccio

FOR THE EMPLOYER:

Douglas K. Bourn

APPENDIX A

PENSIONS

The pension provisions for employees covered by this Agreement shall be the B-2 benefit plan with the E-2, F55(20) benefit program of the Michigan Retirement System effective upon Agreement.

The employees portion of the pension contribution shall be paid on their behalf by the County of Delta.

An employee 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 the time of retirement. Exceptions shall be made in hardship cases.

APPENDIX B
CLASSIFICATIONS

Grade 12 None

Grade 11 Victim/Witness Coordinator/Prosecutor's Office *Grade 10*
9-1-99

Grade 10 Account Clerk/Payroll-
Office Manager/Prosecutor's Office
Appraiser
Airport Maintenance / Mechanical Specialist (7-7-98)

Grade 9 None

Grade 8 Deputy Register of Deeds *(Level 9) (7-9-98)*
Deputy County Clerk - *Level 9 (7-8-98)*
Deputy County Treasurer - *Level 9 (11-12-99)*
Office Manager/MSU Extension Service *(Level 9) (7-7-98)*
Assistant Building & Zoning Administrator *(Level 10) (7-1-98)*

Grade 7 Maintenance Custodian
Airport Maintenance Personnel *(Level 8) (7-7-98)*
~~Animal Control Officer~~
Clerk/Elections
Office Manager/Equalization

Grade 6 Interdepartmental Employee
Clerk - Treasurer/Interdepartmental Employee
4-H Assistant

Grade 5 Housekeeper

Grade 4 None

Grade 3 None

Grade 2 None

Grade 1 None

When an employee transfers to another position, the employee will receive the pay within the new position level that is the next highest step above his/her current salary.

APPENDIX B1

(1) Effective within 60 days after receipt of actuarial data and upon lack of notification by the Union that they prefer Appendix B-2 to Appendix B-1, an increase of 2%, as of March 12, 1998, namely \$13,103.38, shall be made to the current contract schedule.

(2) Effective March 12, 1999, an increase of 2%, namely \$13,365.44, shall be made to the current contract schedule. The Union elects in the second year of the agreement, instead of the 2% wage increase with respect to all classifications set forth above, to implement a "temporary window" to change benefit plan to a B-4 Pension Plan for those employees who are eligible. Qualifying employees have the option during the window from March 12, 1999 through May 11, 1999, to elect to retire under this special provision. This window shall close under all circumstances on May 11, 1999. The employer's contribution toward this pension change for the temporary window shall be capped at such 2% increase, valued at \$13,365.44. Provided, however, that if there is an additional cost above the \$13,365.44 amount, it shall be subtracted from any wage increase due in the next succeeding year or years of the contract. Should the pension increase cost resulting from the temporary window be less than such 2% figure, valued at \$13,365.44, then the pay scale shall be increased, on a pro rata percentage basis, by the difference between the increased pension cost and \$13,365.44.

No increase in wages shall be paid until all necessary financial data is received by the employer. If any wage increase is due, it shall then be prorated over the remaining pay days in the contract year.

(3) Effective March 12, 2000, an increase of 2%, namely \$13,632.75, shall be made to the current contract schedule. Provided, however, that if there is any additional cost resulting from the "temporary window" which exceeded 2%, namely \$13,365.44, in the prior year of the contract, this additional cost shall come off the pay scale on a pro rata percentage basis during this third year. It shall first be subtracted from any balance of the 2% raise (\$13,632.75) intended for the third year of this agreement, and if an amount remains owing above such 2%, it shall be subtracted from any wage increase due in the next succeeding year of the agreement. If the amount owing from the second year is less than the 2% owing in the third year, that difference shall increase the pay scale on a pro rata percentage basis.

No increase in wages shall be paid until all necessary financial data is received by the employer. If any wage increase

is due, it shall then be prorated over the remaining pay days in the contract year.

(4) Effective March 12, 2001, an increase of 6.5%, namely \$45,192.57, shall be made to the current contract schedule. The Union elects in the fourth year of this agreement, instead of the 6.5% wage increase with respect to all classifications set forth above, to implement a B-4 pension change. The employer's contribution toward this pension increase shall be capped at \$45,192.57, with any additional costs coming off the pay scale on a pro rata percentage basis. Should the pension increase cost less than 6.5%, valued at \$45,192.57, then the pay scale shall be increased, on a pro rata percentage basis, by the difference between the pension cost and \$45,192.57.

No increase in wages shall be paid until all necessary financial data is received by the employer. If any wage increase is due, it shall then be prorated over the remaining pay days in the contract year.

(5) The employer shall furnish the Union the actuarial data and increased costs to convert to the B-4 Pension Plan after such data and costs can be obtained by the employer. The Union shall review such data and costs. If the Union believes that conversion to the B-4 Pension Plan is too costly, it shall notify the employer within 60 days, in writing, of receipt of the data and costs from the employer whether it wishes to negotiate how the 6.5% in the fourth year of the contract should be applied. (If the Union does not notify the employer within such 60-day period in writing, the provisions set forth above shall continue to be applicable.) No other area of the agreement shall be reopened or negotiable, and all other provisions shall remain applicable.

ATTACHMENT B-1

EXAMPLES

A. Assume that the employer received necessary actuarial data on or before March 12, 1999, showing that \$15,365.44 is the amount necessary to fully fund the temporary window change in the pension plan.

The employer's obligation, in dollars is \$13,365.44 for the second year of the contract (2%).

Accordingly, the employees owe \$2,000 to the employer during the third contractual year. This amount shall be subtracted from the employer's obligation of \$13,632.75 (a regular 2% increase). This \$2,000 shall then be spread pro rata, on a percentage basis, to each employee over the remaining payroll periods during the third year of the agreement.

B. Assume that the employer receives necessary actuarial data showing that in the fourth year of the agreement, that \$40,192.57 is the amount necessary to fully fund Plan B-4.

The employer's obligation, in dollars, is \$45,192.57 for the fourth contract year (6.5%).

Accordingly, the employer shall divide \$5,000, on a percentage, pro rata basis, to the employees over the remaining pay days in the contract year. (If for some reason the cost to fully funding Plan B-4 would be in excess of \$45,192.57, then such amount would be subtracted on a percentage, pro rata basis, from the employee's wages over the remaining pay days in the contract year).

APPENDIX B2

If the Union elects not to receive the wages and avail itself of the other provisions of Appendix B1, as allowed in Appendix B1 itself, then the following provisions shall be applicable:

(1) No wage increase shall be paid during the first year of this Agreement, from March 12, 1998, through March 11, 1999.

(2) An increase of 6% (the sum of 3% for the first two years of the contract), namely \$39,310.13, shall be made available to employees. The Union elects in the second year of the Agreement, instead of the 6% wage increase with respect to all classifications set forth above, to implement a B-4 Pension change. The employer's contribution toward this pension increase shall be capped at \$39,310.13. Provided, however, that if there is an additional cost above the \$39,310.13 amount, it shall be subtracted from any wage increase due in the next succeeding year or years of the contract. Should the pension increase cost less than 6%, valued at \$39,310.13, then the pay scale shall be increased, on a pro rata percentage basis, by the difference between the pension cost and the \$39,310.13.

No increase in wages shall be paid until all necessary financial data is received by the employer. If any wage increase is due, it shall then be prorated over the remaining paydays in the contract year.

(3) Effective March 12, 2000, an increase of 3%, namely \$19,655.06 shall be made to the current contract schedule. Provided, however, if there is any additional cost resulting from the election of the B-4 Pension Plan which exceeded 6%, namely \$39,310.13, in the prior year of the contract, this additional cost shall come off the pay scale on a pro rata percentage basis during this third year (and also in the fourth year, if necessary). It shall first be subtracted from any balance of the 3% raise (\$19,655.06) intended for the third year of this Agreement, and if an amount remains owing above such 3%, it shall be subtracted from any wage increase due in the next succeeding year of the Agreement. If the amount owing from the second year is less than the 3% increase in the third year, the difference shall increase the pay scale on a pro rata percentage basis.

No increase in wages shall be paid until all necessary financial data is received by the employer. If any wage increase is due, it shall then be prorated over the remaining paydays in the contract year.

(4) Effective March 12, 2001, an increase of 3.5%, namely

\$23,618.84, shall be made to the current contract schedule (subject to any possible deduction for the election of a B-4 Pension Plan, carrying over from the third year of the contract). Should the pension increase remaining owing cost less than 3.5%, valued at \$23,618.84, then the pay scale shall be increased, on a pro rata percentage basis, by the difference between the pension cost and \$23,618.84.

No increase in wages shall be paid until all necessary financial data is received by the employer. If any wage increase is due, it shall then be prorated over the remaining paydays in the contract year.

APPENDIX C

SHIFT PREMIUM

Any employee working a regularly scheduled 2nd or 3rd shift will receive a shift premium of (\$.35) cents per hour for hours worked.

The shift premium will be paid for hours worked only, and will not be paid for sick leave, vacation, personal leave, compensatory days, etc. or any other hours not actually worked.

APPENDIX D
HEALTH, DENTAL AND LIFE INSURANCE PREMIUM

The base health, dental and life insurance figure to be paid to the insurance carrier by the County for each employee is an amount up to the following:

Single	\$227.69
Two Person	\$473.64
Family	\$529.52
Fam. Cont.	\$111.76

The first year of the contract starting March 12, 1998 the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier. The employee will pay the entire cost of any increase in the health and dental insurance above the cap in any given year.

The second year of the contract starting March 12, 1999 the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier. The employee will pay the entire cost of any increase in the health and dental insurance above the cap in any given year.

The third year of the contract starting March 12, 2000 the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier. The employee will pay the entire cost of any increase in the health and dental insurance above the cap in any given year.

The fourth year of the contract starting March 12, 2001 the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier. The employee will pay the entire cost of any increase in the health and dental insurance above the cap in any given year.

APPENDIX E

PAYMENT IN LIEU OF HEALTH INSURANCE

The Employer and Union agree that employees who currently receive payment in lieu of health insurance are grandfathered in and will have their payment in lieu of insurance premium frozen at the following rates:

Single - \$102.68 or \$ 75.00, whichever amount is currently being received.

Family - \$231.92 or \$150.00, whichever amount is currently being received.

New full-time employees and present full-time employees who have non-County insurance coverage must provide proof of that insurance coverage. If they wish to receive the payment in lieu of health insurance, payments will be capped at \$ 75.00, with no distinction for single or family.



U.S. Department of Labor Program Highlights

Fact Sheet No. ESA 95-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

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

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

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

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

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the

current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

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

LEAVE ENTITLEMENT

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

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or

(over)

This is one of a series of fact sheets highlighting U.S. Department of Labor programs. It is intended as a general description only and does not carry the force of legal opinion.

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

Spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

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

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

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

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

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

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

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

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

- Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

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

(continued on next page)

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS

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

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

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and

other terms and conditions of employment.

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

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

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

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

NOTICE AND CERTIFICATION

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

(over)

APPENDIX "G"

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 cannabin, their precursors, derivatives or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act.

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

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

MEDICATION/SUBSTANCE REPORTING:

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

EMPLOYEE ASSISTANCE AND REHABILITATION:

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

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

CRIMINAL OFFENSES:

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

VIOLATIONS OF THE POLICY:

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

1. The Administrator may refer the employee for substance abuse evaluation and may make compliance with any recommended rehabilitation program a condition of future employment.
2. The Administrator may require a health leave of absence immediately if medical conditions warrant the same. The employee

will be governed by the terms of Article 23(i) with respect to accumulated personal leave days, vacation, comp. time and sick leave when applicable, however, if the employee is required to take a health leave of absence.

3. The Administrator may reassign the employee until the problem(s) is corrected.

4. The Administrator may terminate the employment of the employee if the problem(s) is not corrected within one (1) year, or in the case of a nonprescribed unauthorized drug, the problem reoccurs after the initial incident.

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

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

ADMINISTRATOR:

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

LETTER AGREEMENT

Supplementary to AGREEMENT Between
THE DELTA COUNTY BOARD OF COMMISSIONERS
and
THE EMPLOYEES OF DELTA COUNTY COURTHOUSE
CHAPTER OF LOCAL #2755
AFFILIATED WITH COUNCIL #25, AFL-CIO

The County Treasurer and County Clerk and Register of Deeds are Co-Employers as to their respective deputies, and the Prosecuting Attorney is Co-Employer as to his/her designated legal secretary. If Court decisions or other applicable decisions are reached to the contrary, the parties agree to abide by such decisions. If any new significant problems are raised due to such Court or other decision, the parties agree to meet and negotiate regarding such problems and attempt to resolve them.

FOR THE UNION:

Dated: 4/15/98, 1998
Christine C. Pepin
David J. Price

FOR THE EMPLOYER:
COUNTY OF DELTA

Dated: 4/23/98, 1998
By: Douglas B. Bourn
Its Chairperson

COUNTY CLERK and
REGISTER OF DEEDS

Dated: 4/20/98, 1998
By: Wallace C. Thorsen

COUNTY TREASURER

Dated: 4/28/98, 1998
By: Daniel Buckland

COUNTY PROSECUTING ATTORNEY

Dated: 4-24, 1998
By: Thomas L. Switzer

American Federation of

STATE, COUNTY, and MUNICIPAL

AFFILIATED WITH THE A.F.L. - C.I.O.

Employees

DELTA COUNTY LOCAL NO. 2755

July 21, 1998

Mr. Thomas Boyne
Delta County Administrator
310 Ludington St.
Escanaba, MI 49829

Re: Pension Upgrade

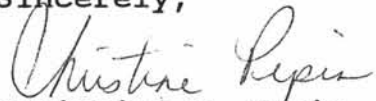
Dear Tom:

Members of the Courthouse Chapter of AFSCME Local 2755 met July 13, 1998, and unanimously approved an upgrade of the current pension plan from a B-2 to a B-4 per the current bargaining agreement.

Members have opted to have the plan instituted under Appendix B2 of the agreement, i.e. no raise for the first year and a minimal raise (.85% or \$3,637.13) the second year, with the B-4 becoming effective March 12, 1999. Third and fourth year pay increases will remain at 3% and 3.5% respectively. In addition, members chose **not** to include the window option in the upgrade.

If you have any questions, please feel free to call. Thank you.

Sincerely,



Christine C. Pepin
Chairperson, Courthouse Chapter
AFSCME Local 2755

cc: Dave Price, Council Representative
Personnel Committee

GRADES AND WAGE RATES

EFFECTIVE 1/29/97

3/12/98

~~470~~
no change

GRADE	BASE	6 MO.	1 YEAR
12	12.84	13.04	13.70
11	12.25	12.42	13.09
10	11.64	11.84	12.50
9	11.06	11.23	11.89
8	10.44	10.64	11.28
7	9.84	10.04	10.70
6	9.23	9.44	10.09
5	8.64	8.83	9.72
4	8.04	8.24	9.13
3	7.44	7.64	8.29
2	6.83	7.03	7.69
1	6.23	6.44	7.10

COURTHOUSE

3/12/99

.85% INCREASE

GRADE	BASE	6 MO	1 YEAR
12	12.95	13.15	13.82
11	12.35	12.53	13.20
10	11.74	11.94	12.61
9	11.15	11.33	11.99
8	10.53	10.73	11.38
7	9.92	10.13	10.79 -
6	9.31	9.52	10.18
5	8.71	8.91	9.80
4	8.11	8.31	9.21
3	7.50	7.70	8.36
2	6.89	7.09	7.76
1	6.28	6.49	7.16

COURTHOUSE

3/12/2000

3% INCREASE

GRADE	BASE	6 MO	1 YEAR
12	13.34	13.54	14.23
11	12.72	12.91	13.60
10	12.09	12.30	12.99
9	11.48	11.67	12.35
8	10.85	11.05	11.72
7	10.22	10.43	11.11
6	9.59	9.81	10.49
5	8.97	9.18	10.09
4	8.35	8.56	9.49
3	7.73	7.93	8.61
2	7.10	7.30	7.99
1	6.47	6.68	7.37

COURTHOUSE

3/12/2001

3.5% INCREASE

GRADE	BASE	6 MO	1 YEAR
12	13.81	14.01	14.73
11	13.17	13.36	14.08
10	12.51	12.73	13.44
9	11.88	12.08	12.78
8	11.23	11.44	12.13
7	10.58	10.80	11.50
6	9.93	10.15	10.86
5	9.28	9.50	10.44
4	8.64	8.86	9.82
3	8.00	8.21	8.91
2	7.35	7.56	8.27
1	6.70	6.91	7.63

Approved at 12-2-98
David Price

American Federation of

STATE, COUNTY, and MUNICIPAL

Employees

AFFILIATED WITH THE A.F.L. - C.I.O.

DELTA COUNTY LOCAL NO. 2755

Sept. 23, 1998

Delta County Personnel Committee
310 Ludington Street
Escanaba, MI 49829

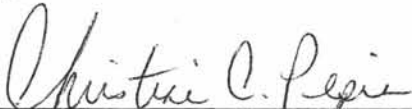
Re: Airport Reclassifications

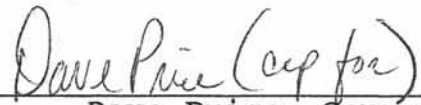
Dear Committee Members:

Let this letter serve as notice that members of the Courthouse Chapter of AFSCME Local 2755 recognize that the proposed realignment of positions at Delta County Airport is a unique situation and not precedent setting. Members approved the airport employees' reclassification request per Article 25(b) at their regular meeting June 10, 1998. We further agree that even though airport employees job descriptions may not have necessarily been **changed** recently they have evolved over the years to warrant a higher rate of pay, therefore a higher classification which is covered under Article 25(b) language that states "Such settlement may include an approval, rejection or **modification** of the requested change."

We, as members, understand that this situation is unique and does not lay groundwork for reclassification requests solely on the premise that the job category should have been a higher rate of pay all along. We understand that any reclassification requests will be reviewed individually and decided upon according to their individual merit.

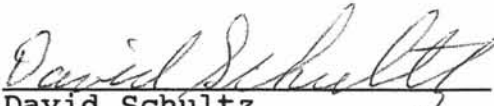
Agreed to for AFSCME Local 2755 by:


Christine Pepin, Chapter Chair


Dave Price, Council Rep.

Agreed to for the County by:


Thomas Vitito
Personnel Committee


David Schultz
Personnel Committee


Thomas Boyne, County Administrator