

9/13/2002

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AGREEMENT

between

THE 47TH CIRCUIT COURT

and

THE 47TH CIRCUIT COURT EMPLOYEES
CHAPTER OF LOCAL #2755
AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Delta County 47th Circuit Court

Effective: September 14, 1999
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AGREEMENT

This Agreement entered into effective on this 14th day of September, 1999, between the Delta County 47th Circuit Court (hereinafter referred to as the "Employer") and the Employees of Delta County 47th Circuit Court Chapter of Local 2755, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT:

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

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

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

ARTICLE 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 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 units described below:

All regular full-time and regular part-time employees employed by and under the direction of the Circuit Court for the County of Delta.

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

Employees Supervised by Friend of the Court..... Friend of the Court
 Other Circuit Court Employees Circuit Court Judge

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 (30th) 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 Bylaws 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 nonpay 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 form, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, service fees or any other deductions not in accordance with this provision.

(d) See attached authorization form. (Appendix E)

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. (Appendix E)

(e) 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 any employee is in nonpay 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 form, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, service fees or any other deductions not in accordance with this provision.

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 whom 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.

ARTICLE 7. UNION REPRESENTATION:

- (a) Steward, Alternate steward, and Unit Chairperson.

The employees covered by this Agreement shall be represented by not more than one steward. The Employer shall be notified of the name of the steward and the Unit Chairperson. The Unit Chairperson or the Steward shall be allowed the necessary time off during working hours without loss of pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

- (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 (2) members paid).

ARTICLE 8. RIGHTS OF THE EMPLOYER:

It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, function, and authority of management to manage the governmental operations of the Court, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign, and retain employees in positions with the Employer; further to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Court. It is also agreed that the Employer has the right to determine the methods, means, personnel, or otherwise by which the business of the Court shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof, as well as to determine the size of the work force and to increase and decrease the number of employees retained; to adopt, modify, change, or alter its budget, to combine or reorganize any part or all of its operation; to determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operation; and to determine the number of supervisors. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, the Constitution and the laws of the United

States. Except as specifically provided in this Agreement, the Court hereby reserves and retains all of its inherent and lawful right, responsibilities, and authority under the applicable Michigan laws or any other national, state, county, district, or local law or regulations as they pertain to the Court.

ARTICLE 9. SPECIAL CONFERENCE:

(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. Matter 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:

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 working knowledge of its occurrence. 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 parties.

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

(a) The employee will present his grievance to his immediate supervisor with a copy to his Steward. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.

(b) The Supervisor shall give his answer to the Steward within three (3) working days of receipt of the grievance.

Step 2. If the Supervisor's answer to Step 1 is not satisfactory, the Union may appeal the Supervisor's decision to the Circuit Court Judge within five (5) working days. With regard to all employees other than those for whom the Friend of the Court is their immediate supervisor,

they shall present their grievances directly to the Circuit Court Judge at Step 2. The Judge will answer in writing within five (5) working days of receipt of the appeal.

Step 3.

(a) If the Judge's answer to Step 2 is not satisfactory and the Union wishes to carry the matter further and Council #25 considers the dispute to be grievable, the Chapter shall file a demand for arbitration within thirty (30) days in accordance with the American Arbitration Association's or Federal Mediation Conciliatory Service Rules and Procedures.

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

(c) 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.

(d) 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.

(e) It is understood and agreed that, if this Court comes under the jurisdiction of Michigan Public Act 438-433 of 1980, no provision in this Agreement shall be construed in conflict with said Public Act, recognizing that said Public Act has preference over the terms of the within Agreement.

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

If the Employer fails to give an employee work to which his/her seniority entitled him/her, and a written notice of his/her claim is filed with the Supervisor within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him/her for the earnings he lost through failure to give him 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:

Notice of Discharge or Suspension:

(a) The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. No employee will be discharged, suspended or demoted except for good cause shown.

(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 his designated representative will discuss the discharge or suspension with the employee and the Steward.

(c) Appeal of Discharge or Suspension: Should the discharged or suspended employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to Step 2a 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) Use of Past Record:

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 13. SENIORITY (PROBATIONARY EMPLOYEES):

(a) New employees hired in the Unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the Unit and shall rank for seniority from the day one hundred and eighty (180) calendar days prior to the day he 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 only:

- (a) He quits.

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

- (c) He is absent for two (2) consecutive days without notifying the Employer. Said working days must be two (2) completed scheduled shifts. In usual circumstances, exceptions may be made by mutual agreement between the Union and the Employer. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In usual circumstances, exceptions may be made by mutual agreement between the Union and Employer.

- (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 Steward shall head the seniority list of the Unit during his or her term of office solely for purposes of layoff and recall and only if said Chapter Chairperson and Steward are full-time employees and members of the grievance chain. The provisions of Article 17(a) shall prevail whenever the bumping procedure is implemented.

ARTICLE 17. LAYOFFS:

(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 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. An employee who is laid off may, within three (3) working days of notification of layoff exercise their seniority by taking the job of the least senior employee in the bargaining unit who is working in a classification for which they have the necessary qualifications, etc. The bumped employee may hereupon 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.

ARTICLE 18. RECALL:

When an employee is recalled, said recall shall be according to Union seniority, with the most senior employee on layoff being recalled first. 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.

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 ninety (90) days transfers back to a

position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred.

Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this agreement.

(b) If an 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. Location exchange will be allowed in such cases.

ARTICLE 20. JOB POSTING AND BIDDING PROCEDURE:

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within thirty (30) 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 and testing for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply, in writing, within the seven (7) working days posting period. The qualified applicant with the greatest seniority shall be given the job. 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. His/her ability to perform the job;
2. His/her desire to remain on the job.

(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 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 posting is 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 working day trial period, the employee shall the have the opportunity to revert back to his former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his 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) In the event no qualified employee fills the vacancy from within the Circuit Court, the Employer shall deliver the vacancy posting to the Chapter Chairperson of Probate Court and District Court for immediate display in accordance with the procedures described in Article 20 before said vacancy may be filled by a non-Court employee.

(f) In the event the position is filled by a Probate or District Court Employee, senior shall be credited as follows:

(1) The employee's seniority date shall be the date the transfer to Circuit Court became effective for purposes of promotions, layoffs, recalls, vacation preference or other related similar rights and purposes.

(2) The employee's seniority date shall be the seniority date credited to him/her in the former Court for purposes of fringe benefits, such as, vacation pay, hospital and dental coverage, retirement, longevity, sick leave or other similar benefits.

(3) Accumulated compensatory time, if any, shall not transfer with the employee and no credit will be given.

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. EDUCATION 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 Supervisor; such request shall contain the duration requested and such leave shall be granted, in writing, 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 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 his seniority entitled him, provided he/she meets the minimum qualifications of the position.

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

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

Employees shall retain seniority while on any leave of absence granted by the provisions of this section, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him; provided he/she meets the minimum qualifications of the position.

(c) Management reserves the right to verify the claim of disability by a physician of the employee'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) 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.

(f) Employees hired to replace employees on leave 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. This section shall not supersede Article 22.

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 AND RECLASSIFICATION REQUESTS:

(a) When a new job is created or existing positions are consolidated, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

(b) **Reclassification Request:** During the term of this agreement employees who seek to be reclassified, given a nonautomatic step increase, or have their classification reallocated to higher pay grade may make an application in writing for such change to their supervisor. The employee's supervisor shall forward to the Circuit Court Judge such application, together with a detailed written statement from the employee's supervisor, within thirty (30) days of receipt. As a general rule, a significant change in job content, duties, and responsibilities must have occurred to justify any change. Increases in employee proficiency at their assigned tasks or heavier work loads, standing alone, will not normally be considered sufficient justification for favorable action. After receipt by the Circuit Court Judge of the documentation submitted by a recommending supervisor, along with any other supporting data such as the employee's job description and the employment history which the Judge may deem advisable to consider, the Judge may, in his sole discretion, approve, reject, or modify the requested change. Any and all such action by the Circuit Court Judge shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement. The Union shall be notified in writing of the action taken by the Circuit Court Judge within five (5) days of such action. All reclassifications shall be retroactive to the date of initial submission if the employee has been actually performing the duties contained within the reclassification.

ARTICLE 26. TEMPORARY ASSIGNMENTS:

Temporary assignments for the purposes 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. 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 six (6) consecutive working days.

ARTICLE 27. JURY DUTY:

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

ARTICLE 28. SAFETY COMMITTEE:

A safety committee of employees and employers 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 (65) degrees for a period of one hour, and the furnace is not operative during that period, the employees will be sent home and paid for the remaining part of their work day. The thermometer in the Friend of the Court Reception Office is to be used as the official temperature indicator guide, and the Friend of the Court will bear the responsibility for carrying out this provision in the Employer's absence. It being further understood, if employees are requested not to report to work, or if they are sent home for any reason, they shall be paid their regular salary for the day.

ARTICLE 29. WORKER'S COMPENSATION (ON-THE-JOB INJURY):

(a) Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee being eligible for worker's compensation may use sick leave time sufficient to make up any difference between the amount which he would receive pursuant to worker's compensation laws and his regular weekly income until all accumulated sick leave is utilized.

(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 and deducted. However, the employee must not use more sick days than he/she has accumulated.

ARTICLE 30. WORKING HOURS:

(a) The regular work week for court employees, except for salaried employees as designated in Appendix B, is established at thirty-five (35) hours per week. Hours to be worked for salaried employees designated in Appendix B shall be as directed by the Judge. It is understood and agreed that the working hours for all other employees in this court may be

changed pursuant to agreement by and between the employees and the Judge, or at such other time as required by State Law.

(b) Employees shall be allowed sixty (60) minutes for lunch.

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

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

ARTICLE 31. SICK LEAVE:

(a) Employees shall accumulate 3.5 hours of sick leave per pay period, not to exceed thirteen (13) days per year with one hundred and fifty nine (159) days maximum accumulation which shall be used for nonoccupational disabilities, except as set forth in Article 29. 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 an employee, one-half of all sick leave accumulated shall be paid to the employee's 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.

(b) A childbirth leave, with those benefits as provided by law for which the employee is eligible due to her certified and diagnosed disability, will be granted, for a period of up to six (6) weeks, or as otherwise certified by a physician. The employee requesting such leave shall file her request, in writing, five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position during her pregnancy.

(c) Effective May 17, 1999, the maximum accumulation of sick leave shall be 159 days.

(d) Any employee who shall take sick leave from their duties shall not engage in other employment or recreational activity and shall remain at their residence, other than to obtain medical attention, supplies, or necessary food or drink. Improper use of sick leave by an employee may be grounds for disciplinary action.

(e) After five (5) consecutive sick days, or if the employee sustains an injury or illness that may effect the employee's ability to perform their job duties, the employer may require a doctor's release to return to work.

ARTICLE 32. 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, 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, to be deducted from sick leave. The Chapter Chairperson, or his representative, shall be allowed one (1) funeral leave day with pay 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 33. TIME AND ONE-HALF:

Except for salaried employees set forth on Appendix B, where a normal work day consists of seven (7) hours per day and thirty-five 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 hours. Employees shall receive wages or compensatory time off 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 on-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, overtime may be performed only during an emergency. 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 34. HOLIDAY PROVISIONS:

(a) The paid holidays are designated as:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	December 24 th
Independence Day	Christmas Day
Labor Day	½ day on December 31 st
Veteran's Day	A Floating Holiday

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.

Floating holidays can be used as an adjunct to vacation leave.

Employees will be paid their current rate based on their regularly scheduled work day for said holidays.

(b) Should a holiday fall on Sunday, Monday shall be considered as the holiday. Should an employee be required to work on a holiday, said employee shall receive wages for said hours worked at the rate of time and one-half and, in addition thereto, shall receive compensatory time for the hours worked in which shall be determined on a straight-time basis.

(c) 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 a weekend, Friday and Monday shall be considered the official holidays.

ARTICLE 35. PERSONAL LEAVE:

The Employer will make available a total of three (3) days to be used for personal leave. One (1) such day will be deducted from the employee's sick leave bank. The two (2) days granted by the Employer shall not be accumulative from year to year and the employee will forfeit said day if the employee fails to utilize the benefit.

ARTICLE 36. 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:

Longevity schedule effective September 14, 1999 to September 13, 2002:

Service Years	Amount
Three years	\$225.00
Four years	325.00
Five years	325.00
Six years	325.00
Seven years	400.00
Eight years	400.00
Nine years	400.00
Ten years	500.00
Eleven years	500.00
Twelve years	500.00
Thirteen years	500.00

Fourteen years	500.00
Fifteen years or more	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 37. VACATION ELIGIBILITY:

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

Years of Service	Number of Vacation Days
After one (1) year	5 days
After two (2) years	10 days
After three (3) years	10 days
After four (4) years	10 days
After five (5) years	15 days
After six (6) years	16 days
After seven (7) years	17 days
After eight (8) years	18 days
After nine (9) years	19 days
After ten (10) years	20 days
After eleven (11) years	21 days
After twelve (12) years	22 days
After thirteen (13) years	23 days
After fourteen (14) years	24 days
After fifteen (15) years	25 days
After sixteen (16) years	25 days
After seventeen (17) years	26 days
After eighteen (18) years	26 days
After nineteen (19) years	27 days
After twenty (20) years	27 days
After twenty-one (21) years	28 days
After twenty-two (22) years	28 days
After twenty-three (23) years	29 days
After twenty-four (24) years	29 days
After twenty-five (25) years	30 days

ARTICLE 38. VACATION PERIOD:

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

(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.

ARTICLE 39. PAY ADVANCE:

(a) If a regular payday falls during an employee's vacation, he 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 40. HOSPITALIZATION 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 C. 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. If another carrier is selected, the Employer agrees to provide equal or better coverage in comparison to what is currently enjoyed.

(b) The Employer agrees to pay the premium as outlined in Appendix C for hospitalization medical coverage 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 as outlined in Appendix C for said hospitalization for a period not to exceed six (6) months.

(c) The Employer agrees to pay coverage as outlined in Appendix C 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 C for the Blue Cross Blue Shield dental care program during the term of this Agreement.

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

(f) Employees who retire from employment with the Employer, in accordance with the provisions of the Employer's retirement system, may, at retirement age, have the privilege of continuing the Group Medical Policy or Medicare supplement coverage; provided that said employee is eligible under the Group Medical Policy. The Employee must pay the group premium rate as established in effect, in advance, for said coverage and only until such time as the Employee and/or his/her spouse or dependents attain the age of sixty-five (65) years, or are eligible for Medicare benefits or other governmental medical benefits. Retired employees covered by Medicare may carry, at their own expense under the Employer's group policy, a Medicare supplement policy. The cost of said policy to be paid, in advance, by the Employee at a rate established in accordance with the policy terms.

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

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

ARTICLE 41. LIFE INSURANCE COVERAGE:

The Employer agrees to pay the premium of a term life insurance plan for each employee as outlined in Appendix C; face value of \$10,000.00 while employed.

ARTICLE 42. COMPUTATION AND PAYMENT OF BENEFITS:

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

ARTICLE 42(A). NOTICE OF RETIREMENT:

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

ARTICLE 43. UNEMPLOYMENT COMPENSATION:

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

ARTICLE 44. CONTRACTING AND SUBCONTRACTING OF WORK:

During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit where said contracting or subcontracting would reduce the work force or circumvent Article 20 of this Agreement.

ARTICLE 45. 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 reason for such consolidation or elimination of jobs.

ARTICLE 46. BENEFITS (Part-time Employees):

(a) An employee who works less than seventeen and one-half (17½) hours per week shall receive fifty percent (50%) of the fringe benefits available to an employee who works thirty-five (35) hours per week. An employee who works in excess of seventeen and one-half hours (17½) per week, but less than thirty-five hours per week, shall receive fringe benefits prorated according to the hours worked with the exception of those mentioned in the following paragraphs.

(b) The Employer agrees to pay the premium as outlined in Appendix C for hospitalization under the Health Insurance Plan for part-time employees working more than 17 ½ hours per week.

(c) The Employer further agrees to pay the premium as outlined in Appendix C for life insurance of \$10,000.00 for part-time employees working more than 17½ hours per week.

ARTICLE 47. MILEAGE ALLOWANCE:

Employees who are required to use their personal automobile for official business 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 48. EDUCATION:

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.

ARTICLE 49. 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. Therefore, 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 bargaining 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 50. SUCCESSOR CLAUSE:

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment, or transfer be affected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 51. APPENDIXES:

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

- Appendix A - Pension
- Appendix B - Rate of pay levels
- Appendix C - Health, Dental & Life Insurance Coverage
- Appendix D - Payment in Lieu of Health Insurance
- Appendix E - Authorization Forms
- Appendix F - Drug and Alcohol Policy

ARTICLE 52. TERMINATION AND MODIFICATION:

This Agreement shall continue in full force and effect until September 13, 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:

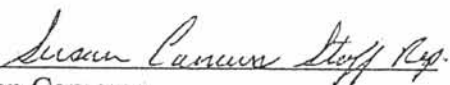
Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, 710 Chippewa Square, Marquette, Michigan 49829; and if the Employer, addressed to the Delta County Circuit Court Judge, Escanaba, Michigan 49829; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 53. EFFECTIVE DATE:

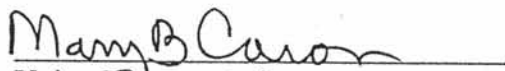
This Agreement shall become effective as of September 14, 1999, and expire as of September 13, 2002.

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

FOR THE UNION:

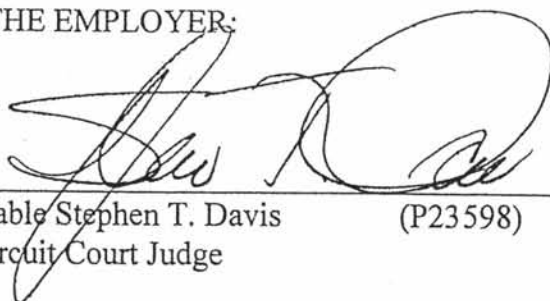


Susan Cameron
AFSCME Representative



Mary B. Carson
Union Representative

FOR THE EMPLOYER:



Honorable Stephen T. Davis (P23598)
47th Circuit Court Judge

APPENDIX A

PENSIONS

The pension provisions for employees covered by this Agreement shall be the B-2 benefit plan with the E-2 and F55/20 benefit program of the Michigan Retirement System.

Effective September 1, 2001, the retirement benefit plan will be as follows: The B-4 benefit plan with the E-2 and F55/20 benefit program of the Michigan Retirement System.

These pension benefits shall not be lessened to the detriment of any employee presently covered under the terms of this Agreement, unless required by law.

The employee portion of the pension contribution shall be paid on their behalf by the County of Delta, as the funding unit for the 47th Circuit Court.

APPENDIX B

PAY RATE LEVELS

September 14, 1999 - September 13, 2000

SALARIED	BASE	6 MO.	1 YR	2 YR.
Court Reporter	30,018.30	30,685.36	32,019.52	33,118.20
Family Counselor/Mediator	29,503.63	30,159.07	32,470.37	32,550.18
Level 4				
Step 2	14.25	14.58	14.84	15.16
Step 1	13.44	13.75	13.99	14.30
Level 3				
Step 2	12.18	12.49	12.80	13.07
Step 1	11.09	11.35	11.62	11.88
Level 2				
Step 2	10.59	10.82	11.02	11.26
Step 1	10.24	10.48	10.69	10.92
Level 1				
Step 2	9.93	10.17	10.34	10.59
Step 1	8.94	9.21	9.48	9.75

September 14, 2000 - September 13, 2002

Court Reporter	30,918.85	31,605.92	32,980.11	34,111.75
Family Counselor/Mediator	30,388.74	31,063.84	32,414.48	33,526.69

Level 4

Step 2	14.68	15.02	15.29	15.62
Step 1	13.84	14.16	14.41	14.73

Level 3

Step 2	12.55	12.87	13.18	13.46
Step 1	11.42	11.69	11.97	12.24

Level 2

Step 2	10.91	11.15	11.35	11.60
Step 1	10.55	10.79	11.01	11.25

Level 1

Step 2	10.23	10.48	10.65	10.91
Step 1	9.21	9.49	9.76	10.04

JOB TITLE

POSITION

Salaried

Court Reporter
Family Counselor/Mediator

Level 4

Step 2
Step 1

Court Administrator/Judicial Secretary/Mediation Clerk

Level 3

Step 2

*Chief Account Clerk

Step 1

Level 2

Sept 2

Secretary to Staff Attorney (FOC)
Secretary/Bookkeeper (FOC)

Step 1

Enforcement Clerks (FOC) (4 positions)

Level 1

Step 2

Secretary to Mediator (FOC)
Secretary/Receptionist (FOC)

Step 1

*On 05-08-00, the Chief Account Clerk (FOC) shall move to Level 4 Step 1

APPENDIX C

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	\$211.68
Two Person	439.26
Family	490.97
Family Cont.	103.40

The first year of the contract starting September 14, 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. If the actual premium is above the base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the Employee and 50 percent of the additional premium will be paid by the Employer.

The second year of the contract, starting September 14, 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. If the actual premium is above the base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the Employee and 50 percent of the additional premium will be paid by the Employer.

The third year of the contract starting September 14, 2001, will be the second year base figure plus 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the second year base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the Employee and 50 percent of the additional premium will be paid by the Employer.

APPENDIX D

PAYMENT IN LIEU OF HEALTH INSURANCE

The Employer and Union agree that employees who currently receive payment in lieu of health insurance are grand fathered in and will have their payment in lieu of insurance premium frozen at the current amount received.

New employees wishing to receive payment in lieu of health insurance payments will be capped at the following rates:

Single	\$ 75.00
Family	150.00

As payment is for the sole benefit of the employee, all tax or other withholdings of any kind, which are a consequence of these payments are the sole responsibility of the Employee.

APPENDIX E
AUTHORIZATION FORM

TO: _____
EMPLOYER

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

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

The amount deducted shall be paid to the Treasurer of the Local Union #2755.

BY: _____
Print Last Name First Name

Address Zip Code Telephone Number

Department Classification

Signature Date

APPENDIX F

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 actions 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 beverage on the County of Delta premises is prohibited. Further, reporting to work while under the influence of alcohol by an 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 Employer in writing when he/she is taking any prescription or nonprescription medicine or substance which may impair his/her mental faculties and physical abilities. In all cases, when employees bring prescribed controlled substances onto the County of Delta premises the Employer shall be so notified in advance.

EMPLOYEE ASSISTANCE AND REHABILITATION:

Rehabilitation referral assistance is available for any employee who feels the need for assistance in dealing with any alcohol or drug program.

Employees who feel they need assistance with drug or alcohol problems, are encouraged to volunteer for rehabilitation assistance before the problem leads to a situation which could jeopardize their employment. Employees who volunteer for such rehabilitation before they have performance problems or before the County of Delta is aware of a violation of its policies, will not be subject to discipline solely on the basis of their voluntary request for rehabilitation. Employees participating in an assistance and rehabilitation program for drug or alcohol treatment may use accumulated paid leave days or unpaid health leave during their absence in accordance with the applicable provisions of the County of Delta's policies.

CRIMINAL OFFENSES:

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

VIOLATIONS OF THE POLICY:

Any violation of this Drug and Alcohol Policy, will subject the employee to discipline, including discharge, for the first offense. The Employer may also take any or all of the following actions.

1. The Employer may reassign the employee until the problem(s) is corrected.

2. The Employer may require a health leave of absence immediately if medical conditions warrant the same. The employee may utilize accumulated personal leave days, vacation and comp time, however, if the employee is required to take a health leave of absence.
3. The Employer 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.
4. The Employer may refer the employee for treatment and may make compliance with any recommended rehabilitation program a condition of future employment.
5. The Employer may take disciplinary actions in accordance with the County of Delta work rules and policies, including discharge.

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

EMPLOYER:

This Drug and Alcohol Policy shall not be construed to limit the Employer'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 law.