

**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**

Effective: March 12, 2009  
Termination: March 11, 2012  
Reopener: November 11, 2011

## 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.....	4
5	REPRESENTATION FEE CHECKOFF.....	5
6	REMITTANCE OF DUES AND FEES.....	6
7	UNION REPRESENTATION.....	7
8	RIGHTS OF THE EMPLOYER.....	7
9	SPECIAL CONFERENCE.....	8
10 (A)	GRIEVANCE PROCEDURE.....	8
10 (B)	PAYMENT OF BACK PAY CLAIMS.....	10
11	COMPUTATION OF BACK WAGES.....	11
12	DISCIPLINE, DISCHARGE AND SUSPENSION.....	11
13	SENIORITY (Probationary Employees).....	11
14	SENIORITY LISTS.....	12
15	LOSS OF SENIORITY.....	12
16	SENIORITY OF OFFICERS AND STEWARDS.....	13
17	LAYOFF.....	13
18	RECALL.....	14
19	TRANSFERS.....	15
20	JOB POSTING AND BIDDING PROCEDURES.....	15
21	VETERANS (Reinstatement of).....	16
22	EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.....	17
23 (A)	LEAVES OF ABSENCE.....	17
23 (B)	UNPAID LEAVES OF ABSENCE.....	19
24	UNION BULLETIN BOARD.....	20
25	RATES FOR NEW JOBS.....	20
26	TEMPORARY ASSIGNMENTS.....	21
27	JURY DUTY.....	22
28	SAFETY COMMITTEE.....	22
29	EQUALIZATION OF OVERTIME HOURS.....	23
30	WORKER'S COMPENSATION (On The Job Injury).....	24
31 (A)	WORKING HOURS.....	24
31 (B)	PARITY HOURS.....	25
32	SICK LEAVE.....	26
33	FUNERAL LEAVE.....	27
34	TIME AND ONE HALF.....	28
35 (A)	HOLIDAY PROVISIONS.....	28

# INDEX CONTINUED

ARTICLE		PAGE
35 (B)	FLOATING HOLIDAYS.....	29
36	PERSONAL LEAVE DAYS.....	29
37	LONGEVITY PAY.....	30
38	VACATION ELIGIBILITY.....	30
39	VACATION PERIOD.....	31
40	PAY ADVANCE.....	33
41	HOSPITALIZATION AND MEDICAL COVERAGE.....	33
42	LIFE INSURANCE.....	34
43	COMPUTATION OF BENEFITS.....	34
44	UNEMPLOYMENT COMPENSATION.....	35
45	CONTRACTING AND SUBCONTRACTING OF WORK.....	35
46	CONSOLIDATION OR ELIMINATION OF JOBS.....	35
47	BENEFITS (Part Time Employees).....	35
48	MILEAGE ALLOWANCE.....	35
49	EDUCATION.....	35
50	WAIVER CLAUSE.....	36
51	SUCCESSOR CLAUSE.....	36
52	MISCELLANEOUS.....	37
53	APPENDIXES.....	37
54	NO STRIKE OR LOCKOUT.....	37
55	TERMINATION AND MODIFICATION.....	37
	APPENDIX A PENSIONS.....	39
	APPENDIX B CLASSIFICATIONS/GRADE & WAGE RATES.....	40
	APPENDIX C SHIFT PREMIUM.....	44
	APPENDIX D HEALTH, DENTAL & LIFE INSURANCE.....	45
	APPENDIX E PAYMENT IN LIEU OF HEALTH INSURANCE.....	46
	APPENDIX F FAMILY AND MEDICAL LEAVE ACT.....	47
	APPENDIX G DRUG AND ALCOHOL POLICY.....	52
	APPENDIX H PAYROLL ADVANCE REQUEST FORM.....	56
	APPENDIX I RECLASSIFICATION REQUEST FORM.....	57
	APPENDIX J SENIORITY LIST.....	58
	LETTER AGREEMENT.....	59

## AGREEMENT

This agreement entered into this 12th day of March 2009, 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.

(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	Treasurer
Prosecutor's Office	Prosecutor
Delta County Airport	Airport Manager
Animal Shelter	Delta County Sheriff
Maintenance Personnel	Dir. Maint. & Housekeeping
Building & Zoning Dept.	Building & Zoning Admin.
Administration & Finance	Dir. of Admin. & Finance
M.S.U. Extension Service	Extension Director
Equalization	Equalization Director
Housekeeping	Director of Maintenance & Housekeeping

## 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 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 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 the Payroll Department for authorization form.

(e) PEOPLE Check Off. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

#### 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) Authorization form available from Union Representatives or Administration Office.

(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:

Check off deductions under all properly executed authorizations for check off 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 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), during regular working hours.

(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 Administrator. 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(A). 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. In the absence of the Administrator, the

Assistant Administrator will sign for the Administrator, and in the absence of the Chapter Chairperson, the Chief Steward will sign for the Chapter Chairperson. 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 within 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(B). 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. DISCIPLINE, DISCHARGE AND SUSPENSION.

(a) The Employer agrees that all written disciplinary action will be presented to the appropriate bargaining unit employee within five (5) working days of the occurrence or within five (5) working days of the employer's knowledge of the occurrence.

(b) 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.

(c) 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.

(d) 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.

(e) 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 90 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 90 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. (See Appendix J.)

(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 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 lesser 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 Chief Deputy Clerk, Chief Deputy Register of Deeds, Chief Deputy Treasurer, Assistant to the Prosecutor/Paralegal 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 are 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 whom 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) weeks, 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 including attendance, tardiness, discipline, and performance, 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 is 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(A). 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) New 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 anniversary/benefit date 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 23(B). UNPAID LEAVE OF ABSENCE

(a) Leaves of absence without pay, upon exhaustion of any accrued paid leave, for periods of not to exceed one (1) year will be applied for, in writing, by the employee to the Supervisor and the Administrator, such request shall state the reason(s) and duration requested. Request shall be submitted forty-five (45) days prior to the requested leave date; emergency request will be considered on shorter notice. Such leave, if granted, shall be in writing with a copy of any approved leave to the Union Chairperson, without loss of seniority for:

1. Educational Leave
2. Leaves for Union activities
3. Short-term personal leaves

(b) Employees shall accrue seniority while on any unpaid 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.

(c) 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 the premium.

(d) Adjustment to anniversary/benefit date will be made for a leave of absence without pay according to the number of days not paid.

(e) Members of the Union selected to attend functions 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) New 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. The Union shall be notified of all such hires of ten (10) consecutive working days or more.

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.

If an existing job is vacated with any change in the job description, the employer will notify the Union of the rate structure prior to its becoming effective. If the Union does not agree that the rate is proper, it shall be subject to negotiations but not 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 (Appendix I) for such change to his/her supervisor. The employee's supervisor shall forward to the Personnel Committee of the Board such application, together with a detail 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 the assigned tasks or heavier work loads, standing alone, will not normally be considered sufficient justification for favorable action. The request shall also be filed by the employee with the Union. Such request shall

state, in writing along with any supporting data, to the Personnel Committee of the Board, whether or not it favors such reclassification. The Personnel Committee of the Board will review the supervisor's information and determine if the new job duties or requirement warrant a change in the job description, then the Personnel Committee of the Board will forward its recommendation to the Finance Committee for funding consideration. The Union shall state in writing to the County Board whether or not it favors such reclassification.

If all parties are in agreement that such reclassification is appropriate, the Finance Committee of the Board will forward its recommendation to the County Board for approval. If the County Board approves the reclassification within 90 calendar days of the initial date of submission, there will be no retroactive pay and the reclassification shall become effective the day after County Board approval. If the County Board approves the reclassification after 90 calendar days, then retroactive pay will go back to the initial date of submission. On the other hand, if either the Personnel Committee of the Board, the Finance Committee of the Board, the County 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 or the Finance 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 requested 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 settlement, 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 six (6) working days, unless otherwise provided in this Article.

(b) When filling temporary assignments that turn into a permanent assignment, all consecutive hours worked in the temporary assignment immediately prior to the permanent assignment shall apply to the wage step increases in accordance with Appendix B Classification, Grade, and Wage Rates.

#### 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, unless the employee is on any leave then the employee shall not have to reimburse the County.

#### 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 or above (80) degrees in an air conditioned facility. Therefore, if the temperature remains below sixty five degrees for a period of one hour (or above 80 degrees in an air conditioned facility) and the furnace is not operative during that period (or the air conditioning is off for 1 hour and 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 Pro-Tem Director will bear the responsibility for carrying out this provision or in the Pro-Tem 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 does 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 above the 80 hours per pay period will be available upon request by the Chapter Chairperson.

(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) A regular full time employee who suffers an on the job injury under the Workers Compensation Act, will be paid the difference between his regular wages and payment received under the provisions of the act which will be deducted from accumulated sick leave or any other accrued time.

When sick leave credits or any other accrued time is exhausted, the employee will remain on Workers Compensation until the employee's workers compensation benefits are terminated. Employees who receive only workers compensation, and who do not draw from their accumulated leave time, will receive no accumulation of any leave time (i.e. vacation, sick leave, personal leave, etc.)

(c) If employee is receiving workers comp, the employer will continue to pay the contract cap amount for the medical insurance premium for six months if the employee remains on the employers' compensation. During this six month period, the employee is responsible for his/her monthly portion of the health insurance, including dental, life, etc. if the employee wishes the coverage to remain in force.

ARTICLE 31(A). 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 shall consist of no less than 8 hours per shift.

(e) An employee on call out will receive two hours minimum at time and one half for call outs.

(f) The employer is legally obligated to comply with the Fair Labor Standards Act (FLSA).

#### ARTICLE 31(B). PARITY HOURS

Employees who are not covered by Article 31(A) (d) above who are working 40 hours, or receiving 40 hours pay, per week consistently shall receive the fringe benefits of sick leave, vacation, holidays, personal leave, and floating holidays based on 40 hours per week rather than 35 hours per week.

The term "consistently" shall mean working, or being paid, at least 80 regularly scheduled hours in two consecutive payroll periods (excluding overtime). If such a level is reached, the fringe benefits set forth above shall be given and calculated as of the beginning of such first payroll period.

If an employee does not receive at least 80 hours of pay in a given payroll period, then he or she shall be treated as a 35-hour per week employee for all such fringe benefits, until meeting the "consistently" test of the prior paragraph. If an employee is a regular 40-hour per week employee provided for in Article 31(A) (d) above, he or she shall not receive any extra fringe benefits for being paid more than 80 hours in a given payroll period.

Nothing in this clause shall guarantee any employee not falling within Article 31(A) (d) above more working hours than he or she would be entitled to otherwise, i.e. 35 hours per week or regular part-time hours.

#### ARTICLE 32. SICK LEAVE.

(a) Employees shall accumulate one half ( $\frac{1}{2}$ ) day of sick leave per pay period, not to exceed thirteen (13) days per year. Accumulated sick leave days shall be used for non-occupational disabilities, except as set forth in Article 30. Upon death of any employee, see (b) below. 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) Accumulated sick days in excess of one hundred (100) days will be paid into a Valic Special Pay Plan in the name of the individual on or before September 30<sup>th</sup> each year. Each September 30<sup>th</sup> the accumulated sick leave hours in excess of the one-hundred (100) day cap will be paid into the Valic Special Pay Plan. Upon termination/retirement or death prior to the annual September 30<sup>th</sup> date, the accumulated sick hours up to eighty-six (86) days maximum payout would be paid into the Valic Special Pay Plan along with any accumulated sick leave hours in excess of one-hundred (100) days. Funds not accepted by Valic due to regulations will be paid to the employee in a lump sum.

(c) 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.

(d) 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 returning 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 five (5) working days with pay as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family will be defined as follows: spouse, child, step-child, parents and spouses's parents. 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 family i.e., step-parents, brother, sister, step-brother, step-sister, 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.

(a) Employees may accumulate up to 80 hours in lieu of overtime payments. There will be no accumulation of comp time beyond 80 hours. Additional hours above 80 will be paid according to contract.

ARTICLE 35(A). 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	New Year's Eve Day

(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. Employees working on a holiday may only accumulate comp hours for the actual hours worked. Holiday pay shall not be used as comp hours.

(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 35(B). FLOATING HOLIDAYS.

After the initial probation period, employees will be eligible for two (2) floating holidays.

(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. Employee will forfeit said floating holiday(s) if he/she fails to utilize the benefit.

#### 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 can 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>AMOUNT</u>
After Three Years	\$350.00
After Four Years	\$450.00
After Seven Years	\$500.00
After Ten Years	\$600.00
After 15 Years	\$700.00

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 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:

<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
After sixteen years (16)	25 days
After seventeen years (17)	26 days
After eighteen years (18)	26 days
After nineteen years (19)	27 days
After twenty years (20)	27 days
After twenty-one years (21)	28 days
After twenty-two years (22)	28 days
After twenty-three years (23)	29 days
After twenty-four years (24)	29 days
After twenty-five years (25)	30 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 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 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.

(g) 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, 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. 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, and an employee wishes to receive a pay advance, the employee must submit a pay advance request form at least three business days prior to receiving a check. A copy of the pay advance form is attached as Appendix H.

(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.

#### ARTICLE 42. LIFE INSURANCE COVERAGE.

The Employer agrees to pay the full premium of a term insurance plan for each employee as outlined in Appendix D; face value of \$20,000 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.

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. All out of county travel must be pre-approved in writing.

(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. Employees who are on pre-approved travel must comply with County policy for reimbursement of all meals.

#### 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. 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 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 is affected 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, 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/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
- Appendix H - Pay Advance Request Form
- Appendix I - Reclassification Request Form
- Appendix J - Seniority List

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, 2009 and expire at the end of March 11, 2012.

(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 to 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:

Susan Conn 8/13/09  
Kaye A. Lovelands  
James D. Beattie

FOR THE EMPLOYER:

Thomas C. Legend  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### PENSIONS

The pension provisions for employees covered by this Agreement shall be the B-4 benefit plan with the E-2, F55 (15), RS50 and FAC 3 benefit program of the Michigan Retirement System effective upon Agreement.

The employee's 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. At retirement or separation, all accrued leave (vacation, personal, holiday) time may be paid out as one lump sum, on the next pay period.

Employees hired on or after March 12, 2009, will be covered by a Defined Contribution Program through MERS. The Employer will contribute six (6) percent (%) of salary and up to two (2) percent (%) match of employee contributions.

**APPENDIX B**  
**CLASSIFICATIONS**

Salaried    Senior Account Clerk/Payroll

Grade 12    Assistant Building & Zoning Administrator  
              Airport Operations Specialist-Maintenance (4 positions)  
              Victim/Witness Coordinator/Prosecutor's Office  
              Office Manager/Prosecutor  
              Assistant to the Prosecutor/Paralegal

Grade 11    Chief Deputy Clerk  
              Chief Deputy Treasurer  
              Property Appraiser - Level III  
              Chief Maintenance Custodian

Grade 10    Chief Deputy Register of Deeds  
              Office Manager/MSU  
              Animal Shelter Officer - Certified  
              Deputy Treasurer  
              Maintenance Custodian  
              Property Appraiser - Level I & Level II

Grade 9    District Court Clerk - Prosecutor  
              4-H Assistant  
              Office Manager/Equalization  
              Elections Clerk

Grade 8    Clerk/Prosecutor Office  
              Animal Shelter Officer

Grade 7    Deputy Register of Deeds  
              Housekeepers (8 positions)

Grade 6    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.

## GRADE AND WAGE RATES

EFFECTIVE 3/12/09

GRADE	BASE	6MO.	1 YEAR
12	16.28	16.49	17.24
11	15.61	15.81	16.56
10	14.93	15.16	15.90
9	14.27	14.48	15.21
8	13.59	13.81	14.53
7	12.91	13.15	13.87
6	12.24	12.47	13.21

\*If fifteen (15) or more employees opt into the HSA Health Insurance and nine (9) or more opt out of the insurance, the employer will add \$.05 per hour on 1/01/10.

## GRADE AND WAGE RATES

EFFECTIVE 3/12/10

GRADE	BASE	6MO.	1 YEAR
12	16.77	16.99	17.76
11	16.08	16.28	17.06
10	15.38	15.62	16.38
9	14.70	14.91	15.67
8	14.00	14.22	14.97
7	13.30	13.55	14.29
6	12.61	12.84	13.61

## GRADE AND WAGE RATES

EFFECTIVE 3/12/11

GRADE	BASE	6MO.	1 YEAR
12	17.23	17.45	18.22
11	16.54	16.74	17.52
10	15.84	16.08	16.84
9	15.16	15.37	16.13
8	14.46	14.68	15.43
7	13.76	14.01	14.75
6	13.07	13.30	14.07

## APPENDIX C

### SHIFT PREMIUM

Any employee working a regularly scheduled 2nd or 3rd shift will receive a shift premium of (\$.45) 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, vision and life insurance figure to be paid to the insurance carrier by the County for each employee is an amount up to the following cap amounts listed below:

	1/1/09	1/1/10	1/1/11	1/1/12
Single	\$ 784.82	\$ 863.30	\$ 949.63	\$1,044.59
Two Person	1,621.07	1,783.18	1,961.50	2,000.00
Family	1,826.47	2,009.12	2,200.00	2,200.00
Fam. Cont.	351.72	386.89	425.00	425.00

According to the above table the premium will be paid up to this amount for the actual premium to the insurance carrier. The employee will pay the entire cost of any increase in the health, dental, vision and life insurance above the cap in any given year(s).

The Employer will pay one hundred (100)percent (%) of the deductible for the first year an Employee enrolls in this HSA Plan, eighty (80) percent (%) of the deductible for the second year an Employee enrolls in this HSA Plan, and sixty (60) percent(%) of the deductible for the third year an Employee enrolls in this HSA Plan. The Employer agrees to pay the deductible in a lump sum by January 15<sup>th</sup> of each year.

The Employee may change insurance plan during open enrollment.

If 15 or more employees opt into the HSA Health insurance and 9 or more opt out of the insurance, the employer will add \$.05 per hour on 1-1-10.

## APPENDIX E

### PAYMENT IN LIEU OF HEALTH INSURANCE

Effective March 12, 2009, the payment in lieu of health insurance payments will be \$300.00 per month (\$150.00 on the first and second pay period of each month).

The payments in lieu of health insurance compensation will be included in the MERS wages for the calculation of pension benefits.

The Employer will pay the cost of vision and dental coverage.

**US DEPARTMENT OF LABOR  
PROGRAM HIGHLIGHTS**

---

Fact Sheet No. ESA 95-24

**THE FAMILY AND MEDICAL LEAVE ACT OF 1993**

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

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

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

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

**EMPLOYER COVERAGE**

FMLA applies to all:

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

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

employers and successors of covered employers.

**EMPLOYEE ELIGIBILITY**

To be eligible for FMLA benefits, an employee must:

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

**LEAVE ENTITLEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A health condition (including treatment therefore or

condition.

recovery there from) 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

Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or

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

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

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:

-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

- 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

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**

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA.

An employer that willfully violates this posting

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)

Employers may also require employees to provide:

- Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;

- Second or third medical opinions (at the employer's expense) and periodic recertification; and

- Periodic reports during FMLA leave regarding the employee's status and intent to return to work.

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

requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights

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

#### **UNLAWFUL ACTS**

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

#### **ENFORCEMENT**

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

#### **OTHER PROVISIONS**

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

Salaried executive,  
administrative, and

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

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

#### **FURTHER INFORMATION**

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

## 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 non-prescribed, unauthorized drugs by County of Delta employees while on the County of Delta premises or while engaged in the County of Delta business is prohibited. Further, the conviction of any drug related offense and the use of any non-prescribed controlled substances are considered violations of this policy.

Alcohol: The consumption, use or possession of any alcoholic beverages on the County of Delta premises is prohibited, 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 non-prescribed 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.

Appendix H

Payroll Advance Request Form

TO: Delta County Payroll Department

I hereby request a pay advance for the pay period ending

\_\_\_\_\_.

I hereby authorize you to deduct the total amount of this advance of

\$\_\_\_\_\_ from my payroll check dated \_\_\_\_\_.

I am requesting the advance check on \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

## RECLASSIFICATION REQUEST FORM

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

cc: Union  
Administration

# APPENDIX J

## COURTHOUSE SENIORITY LIST

NAME	DEPARTMENT	POSITION	SENIORITY DATE
Rademacher, Connie	MSU	Office Manager	01/20/75
Kinnart, Carol	Prosecutor	Office Manager	12/11/78
<del>Trottier, Henry</del>	<del>Airport</del>	<del>Airport Officer</del>	<del>01/09/80</del>
Gascon, Randal	Airport	Airport Officer	03/11/82
<del>Olson, Edwin</del>	<del>Animal Control</del>	<del>Animal Officer</del>	<del>10/08/84</del>
Aker, Ruth	Treasurer	Chief Deputy	03/11/85
Besson, Patricia	Bldg & Zoning	Assist. B&Z Admin.	10/21/85
Alvord, Karen	Prosecutor	Victim/Witness Coor	06/29/88
Rowlands, Catherine	Equalization	Office Manager	11/14/88
<del>Carlson, Carl</del>	<del>Reg. of Deeds</del>	<del>Chief Deputy</del>	<del>08/10/89</del>
Grandchamp, Tami	Treasurer	Deputy Clerk	10/07/91
Beattie, Jerome	Maintenance	Chief Custodian	03/13/95
McIntyre, David	Airport	Airport Officer	03/22/95
Frappier, Kathy	Maintenance	Housekeeper	06/06/95
Pepin, Christine	Prosecutor	District Ct. Clerk	06/29/95
Colclasure, Judith	Maintenance	Housekeeper	01/29/96
Malnar, Pamela	Maintenance	Housekeeper	09/09/96
Wildey, Rita	Maintenance	Housekeeper	04/28/97
Sabor, Nancy	Administration	Sr. Acct/Payroll	03/15/99
Rudden, Hope	Clerk	Chief Deputy	06/28/99
Barton, Debra	Prosecutor	Clerk	05/18/00
Buchler, Rob	Reg. of Deeds	Deputy Clerk <i>Chief Deputy</i>	03/01/01
Reese, Linda	Maintenance	Housekeeper	12/03/01
Weber, John	Airport	Airport Officer	12/20/01
<del>Vandermissen, Becky</del>	<del>Animal Control</del>	<del>Animal Officer</del>	<del>07/01/02</del>
LaCroix, Sherry	Maintenance	Custodian	12/22/03
Gartland, Dianne	MSU	4-H Assistant	01/19/04
<del>Norden, Daina</del>	<del>Equalization</del>	<del>Property Appraiser</del>	<del>08/08/06</del>
<del>Johnson, Cheryl</del>	<del>Maintenance</del>	<del>Housekeeper</del>	<del>01/03/08</del>
DeBacker, Ada	Maintenance	Housekeeper	09/29/08
Dubord, Susanne	Clerk	Election Clerk	02/16/09
Kelly, Anne	Maintenance	Housekeeper	04/27/09
<i>Strand, LeAnn</i>	<i>Reg of Deeds</i>	<i>Deputy Clerk</i>	<i>03/08/10</i>
<i>LaCarte Jeanne</i>	<i>Prosecutor</i>	<i>Paralegal Assist</i>	<i>08/09/09</i>
<i>Dan DeBrave</i>	<i>Airport</i>	<i>main</i>	<i>1/4/11</i>

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 Assistant to the Prosecutor/Paralegal. 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: 8/13/09

[Signature]  
[Signature]

FOR THE EMPLOYER:  
COUNTY OF DELTA

Dated: 8-17-09

By: [Signature]  
It's Chairperson

COUNTY CLERK and  
REGISTER OF DEEDS

Dated: 8-17-09

By: [Signature]

COUNTY TREASURER

Dated: 8-24-09

By: [Signature]

COUNTY PROSECUTING ATTORNEY

Dated: 8-18-08

By: [Signature]

**LETTER OF AGREEMENT**

**BETWEEN**

**DELTA COUNTY COURTHOUSE CHAPTER OF LOCAL 2755**

**AND**

**THE DELTA COUNTY BOARD OF COMMISSIONERS**

It is agreed upon to adopt the attached Appendix B – Classifications and accept the following change to be added to the Grade and Wage Rate Schedules effective 11/18/09 – 3/12/10 and 3/12/11 for the Senior Account Clerk/Payroll at a salaried position.

	Base	6 Month	1 Year
11/18/09	\$40285.00	\$40650.00	\$42000.00
3/12/10	\$41493.55	\$41869.50	\$43260.00
3/12/11	\$42333.97	\$42709.92	\$44100.42

FOR THE UNION:

Susan Cannon 9/2/10  
Date  
Kate A. Rowlands 12-11-09  
Date

FOR THE EMPLOYER:

Thomas C. Deegan 12/11/09  
Date

\_\_\_\_\_  
Date

# Courthouse Chapter

## Letter of Agreement

- Wage freeze from 01/18/11 to 09/30/2011
- No longevity from 01/18/2011 to 01/18/2012
- No shift differential from 01/18/2011 to 09/30/2011
- Pay 5% of the cost for medical insurance from 01/18/2011 to 09/30/2011  
(list of costs is attached).

The membership agrees to these concessions, therefore the employer agrees to put in writing that there will be no layoffs for the term of this agreement.

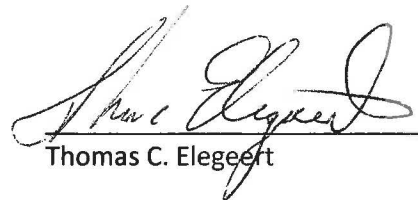
In the event the Employer has to modify the budget which results in layoffs from 01/18/2011 through 09/30/2011, the above agreement will no longer be enforced. At the time the agreement is discontinued, all above concessions will be reinstated to all employees effective the date any layoff notices are given with the exception of longevity which will be retroactive to 01/18/2011.

For the Union:

 1-27-11  
Susan Cameron Date

 1-20-11  
Kaye Rowlands Date

For the Employer:

 1/28/11  
Thomas C. Elegeert Date