

TENTATIVE AGENDA

DELTA COUNTY BOARD OF COMMISSIONERS

October 7, 2014

5:15 p.m.

- I. CALL TO ORDER
- II. PRAYER
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL

- V. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
 - County Board minutes: 9-16-14
 - Committee of the Whole: 10-1-14
- VI. APPROVAL OF AGENDA
- VII. PRESENTATION OF WRITTEN COMMUNICATIONS
 - A. COMMUNICATIONS RECEIVED
 - B. COMMUNICATIONS FORWARDED
- VIII. REPORTS OF STANDING, STATUTORY, SPECIAL COMMITTEES AND OTHERS
- IX. **PUBLIC COMMENT ON AGENDA ITEMS** (Sign In)

- X. **COMMITTEE REPORTS**
 - 1. Personnel minutes of 9-11-14

- XI. GENERAL ORDERS OF BUSINESS
 - A. UNFINISHED BUSINESS

 - B. NEW BUSINESS
 - 1. **Payment of Bills**
 - 2. **Out of County Travel-UPACC Conference**
 - 3. **Resolution Opposing Rate Increases Caused by Proposed Subsidies**

- to Operate Presque Isle Power Plant
4. **Airport Projects**
 5. **Ratification of Circuit Court Contract**
 6. **Amendment for the Solid Waste Plan**
 7. **Delta Animal Shelter Invoice**
 8. **Water at the Bay De Noc Kennel Club Building, Fencing and Storage Building**

XII. GENERAL PUBLIC COMMENT

XIII. COMMISSIONER'S COMMENTS

XIV. MEETING SCHEDULE

- A. Statutory Board of Commissioners Meeting on 10-14-14 at 5:15 p.m. in the Circuit Courtroom.
- B. Committee of the Whole Meeting on 10-21-14 at 2:00 p.m. at Road Commission Conference room.
- C. Board of Commissioners Meeting on 10-21-14 at 5:15 p.m. in the Circuit Courtroom.
- D. Board of Commissioners Meeting on 11-4-14 at 5:15 p.m. in the Circuit Courtroom.

XV. NOTICES

30 day notice of Appointments

XVI. ADJOURNMENT

*****DUE TO THE TIME CONSTRAINTS, THE DELTA COUNTY BOARD OF COMMISSIONERS HAS ADOPTED A POLICY THAT ANY INDIVIDUAL WISHING TO ADDRESS THE BOARD WILL BE ALLOCATED THREE (3) MINUTES. THE THREE MINUTES USED BY THE INDIVIDUAL ARE TO MAKE STATEMENTS. THERE WILL BE NO QUESTION AND ANSWER SESSION FORMAT. THIS WILL STRICTLY BE A STATEMENT TYPE FORMAT. IF YOU WISH TO ADDRESS THE BOARD, PLEASE SIGN YOUR NAME ON THE SIGN UP LIST AVAILABLE FROM THE COUNTY CLERK. SPEAKERS WILL BE CALLED IN ORDER OF SIGN UP.*****

THE COUNTY OF DELTA WILL PROVIDE REASONABLE AUXILIARY AIDS AND SERVICES FOR THE HEARING IMPAIRED AND TO INDIVIDUALS WITH DISABILITIES AT THE MEETING/HEARING UPON REASONABLE NOTICE TO THE COUNTY OF DELTA. INDIVIDUALS WITH DISABILITIES REQUIRING SERVICES SHOULD CONTACT THE COUNTY OF DELTA ADA COORDINATOR BY WRITING OR CALLING THE FOLLOWING:

Daniel Menacher, DELTA COUNTY ADA COORDINATOR
310 LUDINGTON STREET
ESCANABA, MI 49829
TELEPHONE (906) 789-5189

The Honorable Members of the Delta
County Board of Commissioners

Dear Commissioners:

A regular meeting of the Delta County Board of Commissioners is scheduled for
Tuesday, October 7, 2014 at 5:15 p.m. in the Circuit Courtroom in the Delta County Courthouse.

Sincerely yours,

Nancy J. Kolich
Delta County Clerk

Proposed

**DELTA COUNTY BOARD OF COMMISSIONERS MEETING
September 16, 2014**

Escanaba, Michigan

A Regular meeting of the Delta County Board of Commissioners was held this date, pursuant to the following call:

September 11, 2014

The Honorable Members of the Delta
County Board of Commissioners

Dear Commissioners:

A Regular Meeting of the Delta County Board of Commissioners is scheduled for Tuesday September 16, 2014, at 5:15 p.m. in the Circuit Courtroom of the Delta County Courthouse.

Sincerely yours,
Nancy J. Kolich
Delta County Clerk

ROLL CALL

PRESENT: Commissioners Harrington, Miller, Moyle, and Rivard.

EXCUSED: Commissioner Elegeert.

The meeting was called to order at 5:15 p.m. in the Probate Courtroom of the Delta County Courthouse by Delta County Clerk, Nancy Kolich.

V. APPROVAL OF MINUTES OF PREVIOUS MEETING

Moved by Commissioner Moyle and seconded by Commissioner Rivard to approve the minutes of the September 2, 2014 meeting. MOTION CARRIED.

VI. APPROVAL OF AGENDA

Moved by Commissioner Moyle and seconded by Commissioner Rivard to approve the agenda as presented. MOTION CARRIED.

VII. PRESENTATION OF WRITTEN COMMUNICATIONS

- A. Received: No communications were received.
- B. Forwarded: No communications were forwarded.

VIII. REPORTS OF STANDING AND STATUTORY SPECIAL COMMITTEES AND OTHERS

Proposed

VIII. PUBLIC COMMENT ON AGENDA ITEMS

Paul Putnam, MSU Extension, addressed the Board and thanked them for their funding of the MSUE in Delta County.

X. COMMITTEE REPORTS:

1. Finance minutes of 9-2-14.

1. District Court Budget.

Moved by Commissioner Rivard and seconded by Commissioner Miller to increase the 2014-15 District Court budget by \$27,697 to reinstate the eliminated position at 35 hours per week and postpone the purchase of the court recording equipment. MOTION CARRIED.

2. Replacement of Maintenance Department Plow Truck.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to approve the purchase of a 2014 Chevrolet Silverado 2500 HD 4WD with a Western Plow for \$39,988.56, as presented. MOTION CARRIED.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to receive the Finance minutes and place on file. MOTION CARRIED.

X. GENERAL ORDERS OF BUSINESS

A. UNFINISHED BUSINESS

B. NEW BUSINESS

1. Payment of Bills.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to approve payment of the bills in the amount of \$1,071,180.90 and Commissioners expenses of \$1,838.01. MOTION CARRIED.

2. Budgetary Motions.

A. Moved by Commissioner Moyle and seconded by Commissioner Rivard to authorize the Administrator to transfer budget line items in order to balance budget within guidelines as adopted or to comply with State & Federal Statutes. MOTION CARRIED.

Proposed

B. Moved by Commissioner Rivard and seconded by Commissioner Miller to authorize Administrator to handle other year end and housekeeping items. MOTION CARRIED.

C. Moved by Commissioner Rivard and seconded by Commissioner Miller to approve the budget amendments to make any additional amendments to conform with the Uniform Budgeting Act. MOTION CARRIED.

D. Moved by Commissioner Miller and seconded by Commissioner Rivard to adopt the 2014-15 Budget, amending the Budget to increase the MSUE appropriation to \$45,000, to reflect the Board actions taken at the 9-16-14 Board meeting.

ROLL CALL	MILLER	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES
	ELEGEERT	ABSENT

MOTION CARRIED.

E. Moved by Commissioner Rivard and seconded by Commissioner Miller to adopt the 2014-15 General Budget Resolutions as presented with amendments to reflect Board action taken at the 9-3-12 meeting. MOTION CARRIED.

F. Moved by Commissioner Rivard and seconded by Commissioner Miller to adopt the 2014-15 Budget Resolution as presented with amendments to reflect Board action taken at the 9-16-14 meeting. MOTION CARRIED.

G. Moved by Commissioner Rivard and seconded by Commissioner Moyle to adopt the 2014-15 Purchase Order Policy as presented. MOTION CARRIED.

H. Moved by Commissioner Rivard and seconded by Commissioner Moyle to accept the Human Services Agency Resolution. MOTION CARRIED.

I. Moved by Commissioner Rivard and seconded by Commissioner Miller to accept the Road Commission Resolution. MOTION CARRIED.

J. Moved by Commissioner Rivard and seconded by Commissioner Moyle to accept the Remonumentation Peer Group Per Diem and Mileage Resolution. MOTION CARRIED.

Proposed

3. Request from Central Dispatch Authority to levy 0.5 mills.

Moved by Commissioner Moyle and seconded by Commissioner Miller to levy 0.5 mills for the Delta County Central Dispatch Authority for 2014-15, as requested. MOTION CARRIED.

4. Soil Conservation District.

Moved by Commissioner Moyle and seconded by Commissioner Rivard to approve the payment of \$157,751.27 to the Delta Conservation District for the new Pioneer Trail Park Pavilion construction. The DNR Trust Fund Grant will reimburse the County \$50,000 and future timber sales will cover most of the remaining balance. MOTION CARRIED.

Moved by Commissioner Moyle and seconded by Commissioner Rivard to approve up to \$60,000 for a roof on the Pioneer Trail Park office building, a new maintenance truck, dump station, a small storage building and golf cart for the Fuller Park camp host use. MOTION CARRIED.

Moved by Commissioner Moyle and seconded by Commissioner Miller to approve an 8 year Contract as requested by the Conservation District that will include an opt out and liability clause. MOTION CARRIED.

5. Resolution to Create the Superior Trade Zone.

Moved by Commissioner Rivard and seconded by Commissioner Miller to approve the Resolution Adopting an Intergovernmental Agreement to create the Superior Trade Zone under the Urban Cooperation Act. MOTION CARRIED.

6. Appointment to the DATA Board.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to appoint Janet Craig to the DATA Board as recommended by the City of Escanaba. MOTION CARRIED.

7. MDOT Contract 2012-0071/P4 FY2015 Specialized Services - Community Action Agency.

Moved by Commissioner Rivard and seconded by Commissioner Miller to authorize Vice Chair Harrington to sign the contract. MOTION CARRIED.

XII. PUBLIC COMMENT

Fred Bates, Garden Township resident, addressed the Board with his concerns regarding the Garden Wind Turbines.

Proposed

Janet Feenstra Daasch, Garden Township Trustee, addressed the Board with her concerns regarding the Garden Wind Turbines.

Lorelei McRoberts, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Marlene Winter-Johnson, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Nicole Young, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Cristi Curre, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Susan Rushford, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

XIII. COMMISSIONERS CONCERNS

Commissioner Miller: None.

Commissioner Moyle: He is a member of the Planning Commission and did not know that any of the members had a lease with Heritage Wind Farms. If he does, he should have accused himself. Will be looking into this further to see if he has an active contract.

Commissioner Rivard: Agrees with Commissioner Moyle. This is not a dead issue. There will be more conversation on this issue. Well deserved compliments to Mr. Mattson and the Parks, as do our Courts, Maintenance staff, bookkeeping staff, thank you to all of our staff. Set up a meeting with the Townships on

Commissioner Harrington: Airport and Sheriff Department staff, as well. The wind turbine issue has not fallen on deaf ears. Give us a chance to do our jobs.

Commissioner Elegeert: None.

XIV. MEETING SCHEDULE

October 1st	5:15 p.m.	Committee of the Whole meeting.
October 7 th	5:15 p.m.	Board meeting.
October 15 th	5:15 p.m.	Statutory Board meeting.
October 21 st	5:15 p.m.	Board meeting.

XV. NOTICES

30 day Notice of Appointments.

Proposed

XVI. ADJOURNMENT

Moved by Commissioner Moyle and seconded by Commissioner Rivard to adjourn at 6:38 p.m.

Respectfully Submitted,

Nancy J. Kolich, County Clerk

Mary K. Harrington, Vice-Chair

Proposed

**DELTA COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE MEETING
October 1, 2014**

Escanaba, Michigan

A Committee of the Whole meeting of the Delta County Board of Commissioners was held this date, pursuant to the following call:

September 26, 2014

The Honorable Members of the Delta
County Board of Commissioners

Dear Commissioners:

A Committee of the Whole Meeting of the Delta County Board of Commissioners is scheduled for Tuesday October 1, 2014, at 10:00 a.m. in Conference Room at the Delta County Road Commission.

Sincerely yours,
Nancy J. Kolich
Delta County Clerk

ROLL CALL

PRESENT: Commissioners Harrington, Miller, and Rivard.

EXCUSED: Commissioners Elegeert and Moyle.

The meeting was called to order at 10:05 a.m. in the Conference Room of the Delta County Road Commission by Delta County Clerk, Nancy Kolich.

ALSO PRESENT: Nora Viau, Administrator
Sheriff Gary Ballweg
Under Sheriff Phil Griebel
Jail Administrator Jason Thibeault
John Malnar, Commissioner-elect
Representatives from Gundlach Champion, IDI and
Landmark Design Group.

A. UNFINISHED BUSINESS

1. Changes to Option B Floor Plan were discussed.

The new cost with the requested changes is \$13,057,847.

Proposed

PUBLIC COMMENT

None.

ADJOURNMENT

Moved by Commissioner Harrington and seconded by Commissioner Miller to adjourn at 10:58 a.m.

Respectfully Submitted,

Nancy J. Kolich, County Clerk

Mary Harrington, Vice Chair

PERSONNEL COMMITTEE MEETING

September 11, 2014

MEMBERS PRESENT: Commissioner Mary Harrington
Commissioner Ann Jousma Miller (absent)
Administrator Nora Viau

ATTENDEES: Sandy Caron, Dianne Gartland, Christine Pepin, Connie Freits, Sue Cameron,
and Steve Parks

The meeting was called to order at 1:08 p.m.

V. New Business:

1. **S. Caron and D. Gartland Reclassification – Special Conference.**

The Special Conference was requested by the Union.

Steve Parks presented information and urged the Committee to grant the salary increase for Dianne Gartland.

Sue Cameron presented information and urged them to grant the salary increase for Sandy Caron.

The information will be forwarded to Commissioner Miller. The Committee will respond to requests with the 15 day time period. (Copy Attached)

The meeting was adjourned at 1:44 p.m.

September 29, 2014

TO: Sandy Caron
Dianne Gartland

FR: Personnel Committee

RE: Reclassification Request from pay level 8 to pay level 10

The Personnel Committee met with the Union on September 11th in a special conference on the reclassification requests of Dianne Gartland in the Prosecutor's Office and Sandy Caron in the Treasurer's Office.

The Committee again reviewed all information presented. The Committee reaffirmed its original determination that there is no justification to support increasing to a new pay grade and therefore, the Committee recommended that both the positions (Prosecutor's Office and Treasurer's Office) remain at the current pay grade 8.

DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829
PHONE: 906-789-5100
FAX: 906-789-5197

BI



October 7, 2014

TO: Delta County Board of Commissioners
FR: Nora M. Viau, Administrator
RE: Payment of Bills

I have examined all claims presented, and recommend payment of the following; and that the County Clerk be directed to issue orders on the County Treasurer to the Claimants for the amounts allowed.

Nora M. Viau, Administrator

Date	Amount
9-19-14	1,224,128.56
9-23-14	15,392.39
10-2-14	246,559.95
Total Report of Claims \$ 1,486,080.90	
Total Jury Expense	\$ 510.72
GRAND TOTAL OF BILLS	\$ 1,486,591.62
Commissioner Expenses:	\$ 906.44 Paid

AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____

Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank FIRST ALL FUNDS					
09/19/2014	154205	001011	A-1 WATER SYSTEMS, INC.	WINTERIZE SPRINKLER STSTEM COURTHOUSE WINTERIZE SPRINKLER AT SERVICE CENTER AN	80.00 160.00 <u>240.00</u>
09/19/2014	154206	001022	LEXISNEXIS A DIV OF REED ELSEVIER	MONTHLY SUBSCRIPTION CHARGES	196.00
09/19/2014	154207	001050	ALGER DELTA ELECTRIC ASSOC.	GRANT FOR DONALD SCHAFFER - ACCT 244903	1,132.07
09/19/2014	154208	001061	KAREN S ALVORD	ANNUAL CONFERENCE TRAVEL EXPENSES 8/26 -	322.63
09/19/2014	154209	001132	APPLE OFFICE PRODUCTS	OFFICE SUPPLIES	25.99
				MISC OFFICE SUPPLIES	8.98
				OFFICE SUPPLIES	19.78
					<u>54.75</u>
09/19/2014	154210	001141	DEE DEE ANDERSON-SKRADSKI	BOARD MEETINGS JUNE & AUG 2014	46.72
09/19/2014	154211	001151	AT&T	PHONE - ACCT 906 786-4902 919 7	171.45
09/19/2014	154212	001184	AUTO OWNERS INSURANCE	RESTITUTION - SAM JOHNSON 12-FH-8599	40.00
09/19/2014	154213	002019	MICHAEL VALENTINE	CLAY TARGETS	7.41
				CLAY TARGETS	14.82
					<u>22.23</u>
09/19/2014	154214	002021	RAYMOND BAGLEY	RESTITUTION - SUTTON - 07-FH-7813	20.00
09/19/2014	154215	002079	BAY BANK	SAFE DEPOSIT BOX RENTALS (3)	210.00
09/19/2014	154216	002142	BERGMAN LAW OFFICE PC	PROBATE ATTORNEY FEES - SEPTEMBER 2014	1,742.74
09/19/2014	154217	002151	ROBERT A. BERBOHM	EMERG MGMT SERVICES - SEPT 2014	4,408.33
09/19/2014	154218	002170	BENOIT'S GLASS & LOCK	KEYS AND LOCKS	101.00
				LOCK LUBE	24.00
					<u>125.00</u>
09/19/2014	154219	002270	BRAMPTON TOWNSHIP TREASURER	2014 TAXES 004-501-022-00 J ELSON	85.92
09/19/2014	154220	002400	BURKHART, LEWANDOWSKI & MILLER, P.C	AIRPORT- LEHMAN, DANIEL	180.00
09/19/2014	154221	003014	TIMOTHY F. CAIN	PROBATE ATTORNEY FEES - SEPTEMBER 2014	1,742.74
09/19/2014	154222	003058	CBM FOOD SERVICE	INMATE FOOD 8/28 - 9/3/14	2,967.75
				INMATE FOOD 9/4 - 9/20/14	3,065.47
					<u>6,033.22</u>
09/19/2014	154223	003060	CDW GOVERNMENT INC	PRINTER CARTRIDGES	238.87
				PRINTER CARTRIDGES	430.94
					<u>669.81</u>
09/19/2014	154224	003061	CARQUEST AUTO PARTS	SYNTHETIC OIL, CHAIN AND CABLE	32.52
09/19/2014	154225	003080	CHAMBER OF COMMERCE-DELTA COUNTY	MEMBERSHIP DUES	2,510.00
09/19/2014	154226	003099	CINCINNATI INSURANCE COMPANY	RESTITUTION BUSSINEAU - CLAIM#1265954	20.00
				AMBROSE RESTITUTION CLAIM#1859477	25.00
					<u>45.00</u>
09/19/2014	154227	003110	CITY OF ESCANABA	GASOLINE BILL - AUGUST 2014	447.63
09/19/2014	154228	003120	CITY OF ESCANABA	DISPATCHER TRAINING	12,675.82
09/19/2014	154229	003130	CITY OF ESCANABA	UTILITY BILL-ACCT 1-06-1540-00	238.90

Check Date	Check	Vendor	Vendor Name	Description	Amount
09/19/2014	154230	003131	WILL CARNE	UTILITY BILL-ACCT 1-06-1500-00	2,320.49
09/19/2014	154231	003140	CITY OF GLADSTONE	ELECTRICITY AT DANFORTH TOWER-ACCT 1-06-13	26.71
09/19/2014	154232	003170	COMMUNITY ACTION AGENCY	ELECTRIC/WATER-SCN- ACCT-1-06-0570-01	401.73
				ELECTRICAL SC-P ACCT- 1-06-1720-00	99.56
					<u>3,087.39</u>
09/19/2014	154233	003240	COOPER OFFICE EQUIPMENT INC.	BOARD MEETINGS JUNE & AUGUST 2014	40.00
09/19/2014	154234	003255	CORRECTIONAL HEALTHCARE COMPANIES I	RESTITUTION - MICHEAU - 13-FH-8845	103.74
09/19/2014	154235	004166	DELTA CONSERVATION DISTRICT	HOUSING FUNDS-LIPPENS	1,000.00
09/19/2014	154236	004200	DELTA COUNTY CLERK	KONICA 750- FIRST FLOOR	450.00
				MAINTENANCE BILL-BIZHUB C253	291.65
				COPIER MAINTENANCE - BIZHUB 282	132.00
					<u>873.65</u>
09/19/2014	154237	004230	DELTA COUNTY ROAD COMMISSION	OCTOBER 2014 MEDICAL SERVICES	16,208.02
09/19/2014	154238	004240	DELTA COUNTY SHERIFF DEPT.	NEW PAVILION- PIONEER TRAIL PARK	157,751.27
09/19/2014	154239	004256	DELTA COUNTY AIRFORT	APPLY TO FINES - CURRY - 14-FH-8974	748.00
09/19/2014	154240	004259	DELTA COUNTY ADMINISTRATION	FORFEITED BOND - EMARD - 14-PP-1880	250.00
				EVANS BOND - 10% AND BALANCE ON FINES	500.00
				APPLY BOND TO FINES - NEWMAN - 14-FH-895	1,500.00
				10% BOND - LARK 14-FH-8965	20.00
				10% BOND - SEDENQUIST - 14-FH-8921	500.00
					<u>3,518.00</u>
09/19/2014	154241	004270	DELTA COUNTY TREASURER	GAS FOR THE MONTH OF AUGUST 2014	465.99
09/19/2014	154242	004367	EMILY DESALVO	PRISONER TRANSPORT - MICHAEL KARPPINEN	546.00
09/19/2014	154243	004418	DTE ENERGY	MAIL AND POSTAGE	12.70
				30% OF ELECTRIC AT RAPID RIVER TOWER	42.85
09/19/2014	154244	004441	JASON DIX	REIMBURSE SHERIFF PATROL CAR MODEM FEES	1,368.36
				10 REDEMPTIONS CERTS 8/15-9/15/14	100.00
					<u>1,468.36</u>
09/19/2014	154245	004454	EASTERN AVIATION FUELS INC	PHONE REIMB - SEPT 2014	30.00
09/19/2014	154246	004805	ECONOMOPOULOS LAW FIRM PC	NAT'L GAS - ACCT: 4576 043 0003 0	39.31
				NAT'L GAS - ACCT4569 786 0001 7	59.94
				NAT'L GAS - ACCT4576 043 0002 2	31.64
					<u>130.89</u>
09/19/2014	154247	005024	ELAINE BOYNE	PHONE REIMB - AUGUST 2014	35.00
09/19/2014	154248	005032	EMERGENCY TRAINING	TRAVEL 7/25 - 8/18/14	38.08
09/19/2014	154249	005034	EMEDCO INC	100LL 8512 GALLONS	73.08
09/19/2014	154250	005043	DEBBI SPRINGSGUTH	PROBATE ATTORNEY FEES - SEPTEMBER 2014	1,742.74
09/19/2014	154251	005050	EPIC AVIATION LLC	DISTRICT ATTORNEY FEES - SEPTEMBER 2014	2,083.33
09/19/2014	154252	006050	FIRST BANK		<u>3,826.07</u>
				DHS BOARD PER DIEM/MILEAGE- SEPT 2014	25.50
				MANDATORY FAA FUEL FIRE SAFETY SUPERVISO	1,500.00
				PULL SNUG SEALS AND TAPE FOR NURSE	250.37
				DHS BOARD PER DIEM/MILEAGE- SEPT 2014	39.25
				JET 8002X 3.0888	26,863.79
				RESTITUTION - GUSTAFSON - 06-FH-7609	25.00

2

Check Date	Check	Vendor	Vendor Name	Description	Amount
09/19/2014	154253	006067	FLOLINE MEDIA	TV SPOT	300.00
09/19/2014	154254	006088	DAN FORRESTER	THERAPY AND TRAVEL FOR 9/10/14	224.00
09/19/2014	154255	006091	FOUR SEASONS, INC.	BUCKET LOADER/PARTS/FREIGHT	863.23
09/19/2014	154256	006121	FRIENDS OFFICE PRODUCTS	OFFICE SUPPLIES	423.53
				CREDIT MEMO	(13.56)
					<u>409.97</u>
09/19/2014	154257	007005	DONALD GALLAGHER	MEAL REIMB PRISONER TRPT 9/14/14	4.51
09/19/2014	154258	007011	GALLS, AN ARAMARK COMPANY	KEY RINGS, DUTY HOLSTER AND MAGAZINE CLI	546.91
09/19/2014	154259	007062	GBS INC	PRECINCT KITS	964.96
				VITAL RECORDS BINDERS	374.70
					<u>1,339.66</u>
09/19/2014	154260	007114	GLADSTONE PUBLIC SAFETY	REIMBURSE MDT FEES	684.18
09/19/2014	154261	007130	ROBERT E. GOBBEL JR.	PHONE REIMB - AUGUST 2014	35.00
09/19/2014	154262	007219	PHILLIP J. GRIEBEL	REIMBURSE SHERIFF PETTY CASH-GASOLINE, PO	66.74
09/19/2014	154263	008024	MARK HAGER	PHONE REIMB - SEPT 2014	30.00
09/19/2014	154264	008031	MARK HANSON	CLOTHING ALLOWANCE 2013-14	103.37
09/19/2014	154265	008081	BRIAN HERIOUX	PER DIEM - AUGUST 2014	20.00
09/19/2014	154266	008124	MATT HUGHES	PHONE REIMB - AUGUST 2014	35.00
09/19/2014	154267	009026	INDUSTRIAL MARKETING	STUDS-SNOW PLOW	1,009.32
09/19/2014	154268	009046	JESSICA IRVING	PHONE REIMB - JUNE 2014	35.00
				PHONE REIMB - JULY 2014	35.00
				PHONE REIMB - AUGUST 2014	35.00
					<u>105.00</u>
09/19/2014	154269	010091	PATRICK JOHNSON	BOARD MTG AND PERDIEM JUNE & AUG 2014	54.56
09/19/2014	154270	010110	JOHNSTON PRINTING & OFFSET	ENVELOPES	145.00
09/19/2014	154271	011071	KMB BROADCASTING INC	WDBC - SPORTS BOOSTER SPONSOR	300.00
09/19/2014	154272	011080	NANCY KOLICH	TRAVEL TO MENOMINEE TO SEE DEKETO ROD SO	67.20
				TRAVEL TO MARQUETTE FOR UP CLERK'S MTG 9	73.92
					<u>141.12</u>
09/19/2014	154273	012060	DONALD F. LEMIRE	DISTRICT ATTORNEY FEES - SEPTEMBER 2014	2,083.33
09/19/2014	154274	012078	TRANSUNION RISK AND ALTERNATIVE	TLO-INVESTIGATIVE TOOL	18.75
09/19/2014	154275	012131	PERRY LUND	PHONE REIMB - AUGUST 2014	35.00
09/19/2014	154276	013040	MANATRON, INC.	DOCUMENT LABELS	441.58
09/19/2014	154277	013175	ANNE B. MCNAMARA	COURT APPT REFEREE - SEPT 2014	2,000.00
09/19/2014	154278	013179	MENARDS	DYSON VACUUMS	798.00
				DAMBY DEHUMIDIFIER	228.00
				TAR FOR ROOF SERVICE CENTER	50.40
				CONCRETE CRACK FILL	45.98
				CLOCK AND DISINFECT WIPES	41.95
				SIGNS COURTHOUSE	12.16
					<u>1,176.49</u>
09/19/2014	154279	013391	MICHIGAN STATE INDUSTRIES	CLEANING SUPPLIES	1,626.00
09/19/2014	154280	013392	STATE OF MICHIGAN	SEX OFFENDER MONEY DUE TO THE STATE	570.00
				MSP CPL NEW APPLICANTS	256.00
				MSP CPL RENEWALS	1,728.00
					<u>2,554.00</u>
09/19/2014	154281	013406	MICHIGAN WORKS	SEPTEMBER BUSINESS IS UPDATE AD	19.53

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Check Date	Check	Vendor	Vendor Name	Description	Amount
09/19/2014	154282	013435	MIDWEST CLAIMS SERVICE	RESTITUTION - GUSTAFSON - 06-FH-7610	25.00
09/19/2014	154283	013559	KATHRYN MORSKI	13 INSPECTION VISITS	819.00
09/19/2014	154284	013602	MOTOROLA	MOTOROLA XTL2500	2,953.20
09/19/2014	154285	013906	MGT OF AMERICA INC	DHS-286 BILLINGS FOR JULY, AUGUST & SEPT	1,321.80
09/19/2014	154286	014192	NORWAY SPRINGS INC	WATER FOR OFFICE	24.45
09/19/2014	154287	014210	NORTHERN PLUMBING & HEATING	PLUMBING PARTS, ELBOWS & ADAPTERS	55.73
09/19/2014	154288	014214	NORTHERN SCREEN PRINTING	JAIL EMBROIDERY	155.75
09/19/2014	154289	015025	OFFICE DEPOT	CALENDARS/FACIAL TISSUE/FOLDERS/BATTERIE NOTEBOOK POST-ITS DESK CALENDAR REFILL ENVELOPES	132.16 2.99 2.99 1.66 5.55 <u>145.35</u>
09/19/2014	154290	016038	STEVEN C PARKS	MILEAGE - MQT	72.80
09/19/2014	154291	016041	HON. GLENN A. PEARSON	PHONE REIMB - SEPT 2014	30.00
09/19/2014	154292	016088	PIT STOP QUICK LUBE	OIL CHANGE OIL CHANGE	46.00 46.00 <u>92.00</u>
09/19/2014	154293	016110	POMP'S TIRE SERVICE INC	TRACTOR TIRES	234.20
09/19/2014	154294	016113	PROJECT LIFESAVER INC	INSTRUCTOR COURSE AND START UP PACKAGE	4,715.00
09/19/2014	154295	016117	POWERPLAN	HYDRAU-46 PLUS AW OIL 1 GAL	19.40
09/19/2014	154296	017007	QUALITY RECORDING SOLUTIONS, LLC	UPGRADE:EVENTIDE NEXLOG, INSTALL/TRAININ	22,928.00
09/19/2014	154297	017010	QUILL CORPORATION	STAPLES, POST ITS AND OFFICE SUPPLIES OFFICE SUPPLIES TONER FOR VICTIM ADVOCATE CREDIT MEMO - OFFICE SUPPLIES (PROS)	127.80 232.76 63.82 (76.70) <u>347.68</u>
09/19/2014	154298	018031	RADIO RESULTS NETWORK	WGLQ FM PACKAGE WCHT AM PACKAGE BILL WGLQ-FM PACKAGE BILL	300.00 400.00 654.00 <u>1,354.00</u>
09/19/2014	154299	018063	REINHART FOOD SERVICE	KNIVES AND SUPPLIES	288.14
09/19/2014	154300	018064	REDWOOD TOXICOLOGY LABORATORY INC.	AUGUST 2014 BILLING PROBATION DEPARTMENT DRUG SCREENS 7-31-1	46.50 377.76 <u>424.26</u>
09/19/2014	154301	018067	REAL ESTATE TRF.TAX,DEPT.77627	RE TRANSFER 8/1 - 8/31/14	45,183.75
09/19/2014	154302	018074	RENT-A-MAID INC	CLEANING SEPT 2014 COMMERCIAL CARPET CLEANING EXTENSIVE CLEANING	1,390.00 873.00 1,885.00 <u>4,148.00</u>
09/19/2014	154303	018110	RICHER REFRIGERATION	REPAIR OF REFRIGERATOR AHV-LEAKS REPLACE CANISTER AND DRIER COR	507.60 1,527.90 <u>2,035.50</u>
09/19/2014	154304	018115	RIVERSIDE AUTO SALES, INC	CAR REPAIR-PAD KIT	165.60

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Check Date	Check	Vendor	Vendor Name	Description	Amount
09/19/2014	154305	018177	ROCK ELECTRIC SERVICE	LABOR, EQUIPMENT, AND MATERIAL	1,460.00
09/19/2014	154306	018190	ELIZABETH ANN ROMAN	ADMIN EXP - AUGUST 2014	50.00
09/19/2014	154307	019010	ST. FRANCIS HOSPITAL	MEDICAL RECORDS - KANG, SAMANTHA	34.78
09/19/2014	154308	019025	STAPLES CREDIT PLAN	SHREDDER AND CHAIR- ACCT 6035 5178 2022	159.98
09/19/2014	154309	019027	LESLIE STANEK-NAULT	PHONE REIMB - JUNE 2014	35.00
				PHONE REIMB - JULY 2014	35.00
				PHONE REIMB - AUGUST 2014	35.00
					<u>105.00</u>
09/19/2014	154310	019077	VICKI SCHWAB	JUNE 2014 BOARD MEETING	20.00
09/19/2014	154311	019155	SKRADSKI FUNERAL HOME, INC.	BURIAL ALLOWANCE-DAVID BREITZMAN	300.00
09/19/2014	154312	019168	KELLY SMITH	MAAE SEPT CONFERENCE 2014 (LODGING/MEAL/	831.97
09/19/2014	154313	019201	STATE OF MICH, ST. EDUCATION TAX	SET & TRL TAX 9/1 - 9/15/14	780,881.12
09/19/2014	154314	019228	STATE OF MICHIGAN	RETITUION - GAGNE - 12-FH-8594	15.00
09/19/2014	154315	019325	STATE OF MICHIGAN	COURT FEE TRANSMITTALS	25,423.72
09/19/2014	154316	019375	STROPICH OIL COMPANY	UNLEADED 245.8 G X 3.25	798.85
				DIESEL 269.3 G X 3.20	861.76
					<u>1,660.61</u>
09/19/2014	154317	019384	SUNSHINE LAUNDRY	RESTITUTION - AKER- 12-FH-8560	50.00
09/19/2014	154318	019385	SUNLIFE FINANCIAL	LIFE INSURANCE- OCTOBER 2014	774.34
09/19/2014	154319	020010	T & T HARDWARE	KITCH COUPLING	16.98
09/19/2014	154320	020045	TELNET WORLDWIDE INC	PHONE - ACCT: CORP-005103	165.08
				PHONE - ACCT: CORP-000861	904.05
					<u>1,069.13</u>
09/19/2014	154321	020114	TRAVELERS INSURANCE	RESTITUTION - CLAIM EHS69998 - DUNCAN /	35.00
09/19/2014	154322	020127	TURTLE TRACKS	ROAD PATROL BULLET PROOF VEST COVERS	1,048.00
09/19/2014	154323	021005	UNISOURCE - APPLETON	8.5X11 WHITE PAPER	2,192.00
09/19/2014	154324	021049	THE UPS STORE	SHIPPING CHGS	19.51
09/19/2014	154325	022025	VERIZON WIRELESS	PHONE - ACCT 383057717-00001	113.54
09/19/2014	154326	023032	WAL-MART	RESTITUTION PD BY KYLE HURKMANS	54.93
09/19/2014	154327	023076	TAMMY WETHUHN	PHONE REIMB - AUGUST 2014	35.00
				9/16/14 TRAVEL	80.64
					<u>115.64</u>
09/19/2014	154328	023080	THOMSON REUTERS - WEST PAYMENT CTR	ASSURED PRINT PRICING CHARGES	321.10
09/19/2014	154329	023140	WRIGHT EXPRESS FINANCIAL SERVICES	VIVOTEK CAMERAS/IT EQUIP/SIGN SEND/CLEVE	2,183.64
				CREDIT CARD BILL - ACCT 5567 3400 0301 8	784.76
					<u>2,968.40</u>
09/19/2014	154330	084203	GEORGE CRELLER	RESTITUTION - SUNDBY - 13-FH-8783	15.00
09/19/2014	154331	084355	LATITUDE SUBROGATION SERVICES	RETITUION - BERGEON 12-FH-8660	400.00
09/19/2014	154332	084779	BRAD MCPHEE	RESTITUTION - PORATH - 10-FH-8281	10.00
09/19/2014	154333	084861	VANDERMISSEN & SON	RESTITUTION - GRAVES - 12-FH-8675	20.00
09/19/2014	154334	085015	TIMOTHY KOBASIC	RESTITUTION - ARBOUR - 11-FH-8519	100.00
				RESTITUTION - ARBOUR - 11-FH-8519	50.00
					<u>150.00</u>
09/19/2014	154335	085090	STERLING INVESTMENT PROPERTIES, LLC	RESTITUTION PD BY THOMAS SEYMOUR	50.00
09/19/2014	154336	085431	MEEMIC INSURANCE COMPANY	RESTITUTION - CLAIM#01518481-707 - CHILD	10.00
09/19/2014	154337	085502	EUGENE ZAMBON	RESTITUTION - DUPONT- 05-FH-7445	30.00

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Check Date	Check	Vendor	Vendor Name	Description	Amount
09/19/2014	154338	085524	MARY DANI	RESTITUTION - A JOHNSON - 13-FC-8758	150.00
				RESTITUTION - A JOHNSON - 13-FH-8758	150.00
					<u>300.00</u>
09/19/2014	154339	ADMIN MISC	BARBARA GERLICH	BURIAL ALLOWANCE - WILLIAM GERLICH	300.00
09/19/2014	154340	ADMIN MISC	THERESA KOSTER	BURIAL ALLOWANCE - GEORGE KOSTER	300.00
09/19/2014	154341	CLERK MISC	JEREMY CURRY	RETURN BALANCE OF BOND - LESS FINES - 14	352.00
09/19/2014	154342	CLERK MISC	ISABELLE TERRY	RETURN BALANCE OF 10% BOND - SEDENQUIST	4,500.00
09/19/2014	154343	CLERK MISC	TERRI LARK	RETURN BOND LESS 10% - LARK 14-FH-8965	180.00
09/19/2014	154344	DLQ TAX	CALVIN AND GLORIA HYSLOP	OVERPAYMENT ON 3/20/14 FOR 002-303-001-0	41.01
09/19/2014	154345	DLQ TAX	ETHEL DELORES HAAS	OVERPAYMENT 010-132-003-00	2.00
09/19/2014	154346	PROS MISC	AMANDA EMARD	WITNESS FEE	6.00
09/19/2014	154347	PROS MISC	CHELSEY RUOHOMAKI	WITNESS FEE	6.00
09/19/2014	154348	PROS MISC	JOHN TILOT	WITNESS FEE	6.00
09/19/2014	154349	PROS MISC	DORIS KERN	WITNESS FEE	6.00
09/19/2014	154350	PROS MISC	LOIS GEROU	WITNESS FEE	6.00
09/19/2014	154351	PROS MISC	NANCY GAGE	WITNESS FEE	6.00
09/19/2014	154352	PROS MISC	TONYA ESTERLINE	WITNESS FEE	6.00
09/19/2014	154353	PROS MISC	WILLIAM KERN	WITNESS FEE	6.00

FIRST TOTALS:

Total of 149 Checks: 1,224,128.56
 Less 0 Void Checks: 0.00
Total of 149 Disbursements: 1,224,128.56

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Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank FIRST ALL FUNDS					
09/25/2014	154354	001132	APPLE OFFICE PRODUCTS	OFFICE SUPPLIES	62.56
09/25/2014	154355	003114	CHIPPEWA COUNTY HEALTH DEPARTMENT	UP SUD CONFERENCE-11-06-14	60.00
09/25/2014	154356	003140	CITY OF GLADSTONE	RESTITUTION - MICHEAU - 13-FH-8845	25.00
09/25/2014	154357	003160	CLOVERLAND PAPER CO.	MOP HEADS	99.60
09/25/2014	154358	004140	DSTECH	ISONAS POWERNET IP READERS ISONAS POWERNET IP READERS/WARRANTY/CABL	2,256.00 1,504.00 <u>3,760.00</u>
09/25/2014	154359	004141	DELL MARKETING L.P.	LASER PRINTER	258.99
09/25/2014	154360	004418	DTE ENERGY	NAT'L GAS - ACCT 4576 021 0002 8	2,889.75
09/25/2014	154361	006057	FIRST LUTHERAN CHURCH	RESTITUTION - OLIVER - 99-FH-6468	30.00
09/25/2014	154362	006088	DAN FORRESTER	9/17/14 TRAVEL	144.00
09/25/2014	154363	006091	FOUR SEASONS, INC.	OIL AND BAR OIL	16.37
09/25/2014	154364	009042	INTERNATIONAL CODE COUNCIL INC	CODE BOOKS AND SUPPLIES	632.30
09/25/2014	154365	010110	JOHNSTON PRINTING & OFFSET	NOTARY STAMPS NAME STAMPS FOR PROSECUTORS WINDOW ENVELOPES FOR CIRCUIT COURT/ATTOR	40.00 40.00 145.00 <u>225.00</u>
09/25/2014	154366	013179	MENARDS	SNAP ON FULL OVERLAY	11.98
09/25/2014	154367	016013	PREIN&NEWHOF	PROFESSIONAL SERVICES-CONTRACTOR COOR/PH	2,619.50
09/25/2014	154368	016032	P & M INSPECTIONS, INC.	INSPECTIONS 9-8-2014 - 9-19-2014	2,150.00
09/25/2014	154369	017010	QUILL CORPORATION	OFFICE SUPPLIES FOLDERS	572.90 47.98 <u>620.88</u>
09/25/2014	154370	019021	STAPLES	OFFICE SUPPLIES - ACCT 6011 1000 4030 44	198.08
09/25/2014	154371	019155	SKRADSKI FUNERAL HOME, INC.	BURIAL ALLOWANCE - GILBERT NEUROHR	300.00
09/25/2014	154372	021048	U.P.S.E.T.	RESTITUTION - PARISIAN - 14-FH-8955	150.00
09/25/2014	154373	021070	U.P. POWER CO.	UTILITIES - ACCT 0420193263-00001	23.70
09/25/2014	154374	022025	VERIZON WIRELESS	PHONE - ACCT: 482996167-00001	119.39
09/25/2014	154375	023016	KURT WILSON	MEAL REIMB - TRAINING 9/8 - 9/9/14	30.79
09/25/2014	154376	084112	ADMIRAL PETROLEUM COMPANY	RESTITUTION - GROVE - 13-FC-8741	120.00
09/25/2014	154377	084778	JOSEPH BERGEON	RESTITUTION - KOBASIC - 10-FH-8317	10.00
09/25/2014	154378	084779	BRAD MCPHEE	RESTITUTION - PORATH - 10-FH-8281	10.00
09/25/2014	154379	085431	MEEMIC INSURANCE COMPANY	RESTITUTION - JOHNSON - CLAIM#01518481-7	5.00
09/25/2014	154380	085524	MARY DANI	RESTITUTION - JOHNSON - 13-FC-8758	200.00
09/25/2014	154381	ADMIN MISC	ELAINE SIGAN	BURIAL ALLOWANCE-PHILIP COSGROVE	300.00
09/25/2014	154382	ADMIN MISC	GERALD NEWHOUSE	BURIAL ALLOWANCE-ROBERT NEWHOUSE	300.00
09/25/2014	154383	PROS MISC	WENDY BEAUCHAMP	WITNESS FEE	6.00
09/25/2014	154384	PROS MISC	SUSAN MICHEAU	WITNESS FEE	6.00
09/25/2014	154385	PROS MISC	CLERK OF CIRCUIT COURTS	RECORDS RE: ASHLEE PAGE	7.50

FIRST TOTALS:

Total of 32 Checks: 15,392.39
 Less 0 Void Checks: 0.00

Total of 32 Disbursements: 15,392.39

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Check Date	Check	Vendor	Vendor Name	Description	Amount
10/02/2014	154396	002400	BURKHART, LEWANDOWSKI & MILLER, P.C	DISTRICT COURT NEGOTIATIONS GRIEVANCE 14-10/AAA CASE #01-14-0001-196 AIRPORT- SILAS ENTERPRISES PURCHASE AND	1,835.00 520.00 90.00 <u>2,445.00</u>
10/02/2014	154397	003014	TIMOTHY F. CAIN	CIRCUIT ATTORNEY FEES - SEPT. 2014	1,583.33
10/02/2014	154398	003058	CBM FOOD SERVICE	INMATE FOOD 9/11/14 - 9/17/2014	3,085.90
10/02/2014	154399	003061	CARQUEST AUTO PARTS	PLUG GASKET CHAIN AND CABLE FLUID 2HI-POP OIL FILTER, 3 FUEL FILTER, SEA FOAM MOTOR TREATMENT 2003 DODGE INTREPID CID V6GAS, EXHAUST P BEAM, OIL, MAINTENANCE FILTERS, CLAY, ANTIFREEZE	11.55 28.78 20.22 174.38 59.00 123.62 <u>417.55</u>
10/02/2014	154400	003087	CHARTER COMMUNICATIONS	CABLE -ACCT 8245 12032 009195	168.28
10/02/2014	154401	003130	CITY OF ESCANABA	WATER-GARBAGE - ACCT 1-06-0550-00 SPRINKLER- SC - ACCT 1-06-0330-00 ELECTRICITY - CH - ACCT 1-06-1080-00 UTILITIES - ACCT: 435 374200 UTILITIES - ACCT: 435 4360 00 UTILITIES - ACCT: 435 4310 01 UTILITIES - ACCT: 435 3760 00 UTILITIES - ACCT: 435 4370 00 UTILITIES - ACCT: 435 3750 00 UTILITIES - ACCT: 435 3730 00 UTILITIES - ACCT: 435 4350 00 UTILITIES - ACCT: 435 376100 UTILITIES - ACCT 4-35-3720-00	192.41 695.72 7,833.34 18.74 114.80 10.85 26.17 87.23 2,422.02 12.95 20.40 72.63 22.96 <u>11,530.22</u>
10/02/2014	154402	003153	CLASSIC AUTO COLLISION	CAR REPAIR OF DELTA 6, AFTER AN ACCIDENT	1,142.00
10/02/2014	154403	003170	COMMUNITY ACTION AGENCY	PROGRAM ADMINISTRATIVE EXPENSES PER NAOM	1,200.00
10/02/2014	154404	003240	COOPER OFFICE EQUIPMENT INC.	QUARTERLY BASE RATE CHARGE FOR BI2HUB 35	156.00
10/02/2014	154405	003267	BRANDON COUVILLION	PHONE REIMBURSEMENT-SEPT 2014	45.00
10/02/2014	154406	003323	CYCLE CITY	MOTOR OIL FILTER CASE	11.16
10/02/2014	154407	004073	DECATUR ELECTRONICS, INC.	G2 POWER CABLE	95.00
10/02/2014	154408	004075	DEGRAND, REARDON & HALL P.C.	CIRCUIT ATTY FEES (PARMET)-SEPT. 2014	1,583.33
10/02/2014	154409	004160	DELTA ANIMAL SHELTER	SERVICE AGREEMENT 14/15	25,000.00
10/02/2014	154410	004230	DELTA COUNTY ROAD COMMISSION	GASOLINE - AUGUST 2014	4,523.17
10/02/2014	154411	004256	DELTA COUNTY AIRPORT	POSTAGE TRAINING LUNCH 9/23/2014 TRAINIG-9/30/2014	5.75 38.71 51.97 <u>96.43</u>
10/02/2014	154412	004270	DELTA COUNTY TREASURER	ADDRESS SERVICE REQUESTED/POSTAGE 1 CANCELLATION OF NOTICE 2 QUIT CLAIM DEEDS- ESKY BUYERS AND R JO	1.14 10.00 28.00 <u>39.14</u>
10/02/2014	154413	004272	DELTA DISPOSAL	GARBAGE DISPOSAL - ACCT: 496	395.00
10/02/2014	154414	004367	EMILY DESALVO	OFFICE SUPPLIES REIMB	44.66

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Check Date	Check	Vendor	Vendor Name	Description	Amount
10/02/2014	154415	004418	DTE ENERGY	NAT'L GAS - ACCT: 4576 012 0002 7	111.83
10/02/2014	154416	004441	JASON DIX	PHONE REIMB - SEPT 2014	35.00
10/02/2014	154417	004795	THE EBCO COMPANY	CIRCUIT COURT BINDERS	535.00
10/02/2014	154418	005050	EPIC AVIATION LLC	JET 7750 X 3.02634	25,649.25
10/02/2014	154419	006088	DAN FORRESTER	9/24/14 TRAVEL	144.00
10/02/2014	154420	006101	FRAZER'S AUTO REPAIR CO	ROTOR AND LABOR TO REPAIR DELTA 1	686.23
10/02/2014	154421	006121	FRIENDS OFFICE PRODUCTS	TONER CARTRIDGES	435.96
				OFFICE SUPPLIES	482.83
					<u>918.79</u>
10/02/2014	154422	008027	HANNAHVILLE TRIBAL COURT	OUT OF COUNTY BOND	1,300.00
10/02/2014	154423	008031	MARK HANSON	CLOTHING ALLOWANCE 2013-14 + KOHL CASH (226.63
				MEAL REIMB - SEPT 2014	196.00
					<u>422.63</u>
10/02/2014	154424	008111	REGINA F. HOWELL	POSTAGE TO LANSING-REIMB	7.19
10/02/2014	154425	008124	MATT HUGHES	TRAVEL FOR SEPTEMBER 2014	273.84
10/02/2014	154426	009046	JESSICA IRVING	PHONE REIMB - SEPT 2014	35.00
10/02/2014	154427	009057	IT OUTLET INC	ASA 5515-X FIREWALL EDITION SECURITY APP	2,563.91
				ASA 5515-X FIREWALL EDITION SECURITY APP	2,563.91
					<u>5,127.82</u>
10/02/2014	154428	010058	DANIEL L. JOHNSON	BOOT ALLOWANCE 2013-14	149.97
10/02/2014	154429	010110	JOHNSTON PRINTING & OFFSET	#10 WINDOW/REG ENVELOPES & ARRAIGNMENT F	470.00
10/02/2014	154430	010115	ANN JOUSMA-MILLER	MILEAGE/PHONE REIMB- SEPT 2014	152.80
10/02/2014	154431	011018	KELLY KENNEALLY	BOOT ALLOWANCE 2013-14	119.98
10/02/2014	154432	011050	K-MART	FIXODENT, ALCOHOL SWABS FOR THE NURSE	21.54
10/02/2014	154433	012131	PERRY LUND	PHONE REIMB - SEPT 2014	35.00
10/02/2014	154434	013168	MCNEILUS TRUCK & MFG	OSHKOSH PLOW TRUCK DIFF CAM	3,516.75
10/02/2014	154435	013179	MENARDS	100 MTL HALIDE YARD LT	64.99
				PLANER FOR REPAIRING DOORS AT SERVICE CE	171.97
					<u>236.96</u>
10/02/2014	154436	013289	MICHIGAN DEPT OF TRANSPORTATION	AIRPORT LICENCE FEE	100.00
10/02/2014	154437	013349	MICHIGAN MUNICIPAL RISK MANAGEMENT	INS- GEN FUND- 7/1/14-7/1/15	46,569.00
				INS- RETENTION FUND- 7/1/14-7/1/15	6,250.00
					<u>52,819.00</u>
10/02/2014	154438	013370	MICHIGAN SHERIFF ASSOCIATION	SHERIFF ASSOCIATION REGISTRATION	275.00
				SHERIFF ASSOCIATION CONFERENCE - 10/19/2	200.00
					<u>475.00</u>
10/02/2014	154439	013559	KATHRYN MORSKI	31 INSPECTION VISITS	1,209.00
10/02/2014	154440	013906	MGT OF AMERICA INC	COST ALLOCATION PLAN FOR FY 2013	7,000.00
10/02/2014	154441	014080	NATIONAL ASSN OF COUNTIES	DUES 1/1/15-12/31/15	741.00
10/02/2014	154442	014210	NORTHERN PLUMBING & HEATING	SLIP JOINT, JOINT GASKET AND LATE FEE	5.44
				TOILET REPAIRS	11.50
					<u>16.94</u>
10/02/2014	154443	015039	OFFICE PLANNING GROUP	MAINT. CONTRACT #2496 MACHINE ID 02682	276.97
10/02/2014	154444	016046	PITNEY BOWES INC	RENTAL INVOICE 7/1/14 - 9/30/14-ACCT 210	252.00

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Check Date	Check	Vendor	Vendor Name	Description	Amount
10/02/2014	154445	016069	PERFORMANCE AUDIO & RESTYLING	LABOR TO PULL COMPUTER AND MODEM OUT OF	130.00
10/02/2014	154446	016110	POMP'S TIRE SERVICE INC	VEHICLE - PU 2012 CHEV TRUCK 4 TIRE	654.00
10/02/2014	154447	018031	RADIO RESULTS NETWORK	WGLQ-FM	300.00
				WCHT-AM	400.00
				WGLQ-FM PACKAGE BILL	654.00
					1,354.00
10/02/2014	154448	018063	REINHART FOOD SERVICE	SIFTER ROTARY CUP	12.65
10/02/2014	154449	018071	REDITEST SCREENING DEVICES	SUPPLIES	604.83
10/02/2014	154450	018077	UPPER MICHIGAN LAW	DISTRIC ATTORNEY FEES -SEPTEMBER 2014	2,083.33
10/02/2014	154451	018110	RICHER REFRIGERATION	AUTO DRAIN AIR COMPRESSOR COURT HOUSE	122.36
				ROOFTOP UNITS-SERVICE CENTER	18,797.80
				AIR CONDITIONER COMPRESSOR/REPAIR	1,750.01
					20,670.17
10/02/2014	154452	018116	DAVID RIVARD	MILEAGE/PHONE REIMB- SEPTEMBER 2014	118.64
10/02/2014	154453	018176	ROCK COMMUNITY AMBULANCE	AMBULANCE SUBSIDY 2013/2014	800.00
10/02/2014	154454	018211	ROY NESS CONTRACTING & SALES INC	COMMISSIONER MEETING TABLE	10,500.00
10/02/2014	154455	019027	LESLIE STANEK-NAULT	PHONE REIMB - SEPT 2014	35.00
10/02/2014	154456	019071	SCOTTY MUFFLER	STARTER FOR F250	242.00
10/02/2014	154457	019176	JAMES SODERBERG	CIRCUIT ATTORNEY FEES-SEPT. 2014	1,583.33
10/02/2014	154458	019196	STANDARD ELECTRIC COMPANY	TOOLS FOR STEVE	74.24
				GRINDER CUT WHEELS	16.67
				LIGHTING REPAIR	155.67
				INMATE CELL REPAIRS	8.53
				CELL REPAIRS	2.21
				WIRING FOR AIR COMPRESSOR	160.88
				CELL REPAIRS	20.82
					439.02
10/02/2014	154459	019200	STATE BAR OF MICHIGAN	STATE BAR OF MICHIGAN MEMBER DUES 2014-2	285.00
10/02/2014	154460	019356	STERICYCLE, INC	HAZARDOUS WASTE PICKUP	296.58
10/02/2014	154461	019375	STROPICH OIL COMPANY	DS GOLD 15W-40.	560.25
10/02/2014	154462	020010	T & T HARDWARE	BLUE TAPE	15.98
				ANTIFREEZE	21.11
					37.09
10/02/2014	154463	020087	TITLE CHECK LLC	AUGUST SERVICES 2012 TAX FORECLOSURES	1,804.41
				MONTHLY PAYMENT 2012 TAX FORECLOSURE PRO	1,804.41
					3,608.82
10/02/2014	154464	021043	UPCAP SERVICES	EQUALIZATION SERVICES- 4TH QTR 2014	31,250.00
10/02/2014	154465	021056	UPPER MICHIGAN GREEN AVIATION COALI	MRO SHOW APRIL 2015 RENZONE BOOTH SPACE	1,575.00
10/02/2014	154466	022025	VERIZON WIRELESS	CELL PHONE BILL-AACT 482996167-00001	393.03
10/02/2014	154467	023031	WAL-MART COMMUNITY	TARGETS - ACCT 6032 2020 0060 0594	10.57
10/02/2014	154468	023076	TAMMY WETTHUHN	PHONE REIMB - SEPT 2014	35.00
10/02/2014	154469	084072	LUKE HAMLIN	AUGUST 2014 PHONE REIMB	35.00
10/02/2014	154470	PROS MISC	VERONICA TATE	WITNESS FEE	6.00
10/02/2014	154471	PROS MISC	JODY HOROWITZ	WITNESS FEE	6.00
10/02/2014	154472	PROS MISC	CHRISTOPHER LONDO	WITNESS FEE	6.00
10/02/2014	154473	PROS MISC	PATRICIA GARTLAND	WITNESS FEE	6.00
10/02/2014	154474	PROS MISC	KENNETH GARTLAND	WITNESS FEE	7.60
10/02/2014	154475	PROS MISC	TIMOTHY GAPEN	WITNESS FEE	15.40
10/02/2014	154476	PROS MISC	ELAINE LAUSHER	WITNESS FEE	12.00

//

Check Date	Check	Vendor	Vendor Name	Description	Amount
10/02/2014	154477	PROS MISC	MICHAEL LAUSCHER	WITNESS FEE	16.00
10/02/2014	154478	PROS MISC	KEITH MATTSON	WITNESS FEE	18.20
10/02/2014	154479	PROS MISC	SUSAN MICHEAU	WITNESS FEE	6.00
10/02/2014	154480	PROS MISC	JUSTIN GERMAIN	WITNESS FEE	8.30
10/02/2014	154481	PROS MISC	CHEYENNE GERMAIN	WITNESS FEE	43.20
10/02/2014	154482	SHERF MISC	JEFFREY DEROCHER	REFUND OF 25% OF BILL - WAS PAID IN FULL	10.00

FIRST TOTALS:

Total of 97 Checks: 246,559.95
 Less 0 Void Checks: 0.00
 Total of 97 Disbursements: 246,559.95

12

GAVEL JURY MANAGEMENT SYSTEM
 DELTA COUNTY JURY COMM.

Sep 23, 2014
 Panel : DIS-13-004

No. Name	Address	Check	Days	Miles	Other	Amount	Status
003 SALMON, NATHAN EDWARD	5533 CHAISON 23.5 RD GLADSTONE MI 498378837	15034	.50 12.50	30.00 7.80		20.30	ACTIVE
004 ANDERSON, LAURA MAE	254 LAKE SHORE DR ESCANABA MI 498294025	15035	.50 12.50	4.00 1.04		13.54	ACTIVE
005 ARNOLD, WILLIAM BRADFORD	6110 GARDEN BAY NN.15 LN GARDEN MI 498359478	15036	.50 12.50	90.00 23.40		35.90	ACTIVE
006 BELLOWS, TIMOTHY JAMES	315 N 19TH ST ESCANABA MI 498292731	15037	.50 12.50	4.00 1.04		13.54	ACTIVE
007 BUTRYN, ALICE LOUISE	1401 S 15TH STREET ESCANABA MI 49829	15038	1.00 25.00	4.00 1.04		26.04	ACTIVE
008 CLISHE, JAMI LYNN	5033 ALYSSA 17 FT 04 ST ESCANABA MI 498290000	15039	.50 12.50	10.00 2.60		15.10	ACTIVE
009 ELLIOTT, JULIANNE KAY	8714 M-35 GLADSTONE MI 49837	15040	1.00 25.00	26.00 6.76		31.76	ACTIVE
010 FORVILLY, JEFFREY THOMAS	421 MONTANA AVE GLADSTONE MI 498371826	15041	.50 12.50	20.00 5.20		17.70	ACTIVE
011 GODFREY, SHELLEY ANN	9020 0-5 LANE GLADSTONE MI 498370000	15042	.50 12.50	30.00 7.80		20.30	ACTIVE
012 GOUDREAU, SHANNON NICOLE	7952 27-75 LANE RAPID RIVER MI 498780000	15043	.50 12.50	32.00 8.32		20.82	ACTIVE
013 HANSEN, DANNELLE KATHLEEN	321 N 13TH ST ESCANABA MI 498293535	15044	.50 12.50	2.00 .52		13.02	ACTIVE
014 HARDWICK, TANYA MARIE	2417 8TH AVE S ESCANABA MI 498291103	15045	.50 12.50	4.00 1.04		13.54	ACTIVE
015 JOHNSON, JENNIFER LYNN	1115 9TH RD BARK RIVER MI 498079713	15046	1.00 25.00	18.00 4.68		29.68	ACTIVE
016 LAMARCH, SARA JANE	706 N BLUFF DR GLADSTONE MI 498372039	15047	1.00 25.00	20.00 5.20		30.20	ACTIVE
017 MASLOWSKI, RIITA KATHERINE	309 LOUEDA AVE GLADSTONE MI 498372212	15048	1.00 25.00	20.00 5.20		30.20	ACTIVE
018 FEARSON, MATTHEW DOUGLAS	1028 S 19TH ST ESCANABA MI 498292136	15049	.50 12.50	4.00 1.04		13.54	ACTIVE
019 PEPIN, JUDY MARIE	508 S 13TH ST ESCANABA MI 498293341	15050	.50 12.50	2.00 .52		13.02	ACTIVE
020 RACICOT, WAYNE LOUIS	5843 F RD BARK RIVER MI 498079575	15051	.50 12.50	26.00 6.76		19.26	ACTIVE

13

No. Name	Address	Check	Days	Miles	Other	Amount	Status	
021 RAY, RICHARD TODD	4840 D.75 LN BARK RIVER MI 498079561	15052	.50 12.50	30.00 7.80		30.30	ACTIVE	
022 ROBINSON, KELLY JEAN	6169 WESTRIDGE GLADSTONE MI 498372625	15053	.50 12.50	20.00 5.20		17.70	ACTIVE	
023 ROMAN, KIMBERLY RENNEE	5331 27.5 RD GLADSTONE MI 498379464	15054	1.00 25.00	36.00 9.36		34.36	ACTIVE	
024 ROXBURY, MARK JOSEPH	1810 DAKOTA AVE GLADSTONE MI 498370000	15055	.50 12.50	18.00 4.68		17.18	ACTIVE	
025 VEESER, CHRISTOPHER ALAN	6671 0.65 RD GLADSTONE MI 498372542	15056	.50 12.50	14.00 3.64		16.14	ACTIVE	
026 WEAVER, ELIZABETH ANN	14429 QUARRY LN ROCK MI 498805003	15057	.50 12.50	58.00 15.08		27.58	ACTIVE	
Total							510.72	
							6.00	522.00
							375.00	135.72

14



U.P. Association of County Commissioners

B2

P.O. Box 606
2501 14th Avenue South
Escanaba, MI 49829

906.786.4701 • Fax 906.786.5853
www.upcap.org

To: Upper Peninsula County Commissioners
From: Jonathan Mead, UPCAP Executive Director
Subject: UPACC Fall Conference – October 16 & 17th, 2014
Date: September 11, 2014

Preparations are being finalized for the Upper Peninsula Association of County Commissioners' (UPACC) Fall Conference to be located at *Island Resort & Casino, Harris, MI* beginning with registration at 12:45 on Thursday, October 16th, 2014 and ending at approximately 12:00 p.m. on Friday, October 17th, 2014.

****Please note all times are Eastern Time.**

A preliminary agenda is currently being worked on and will be sent to you at a later date along with the minutes from the May 8 & 9, 2014 Conference.

A group of rooms has been set aside for those individuals who wish to have overnight accommodations at *Island Resort & Casino*. **You must call 1(800) 682-6040 no later than October 1st, 2014, to secure room reservations.** To get the conference room rate (\$70.85 single or double occupancy); indicate that you are with UPCAP – Commissioners Block #11M8II. *Accommodations include: \$5 promo cash; \$5 bingo coupon; \$5 meal coupon and a \$5 drink coupon.* Check in is 4:00 p.m. – Check out 11:00 a.m.

A registration form has been sent to your clerk and/or administrator. They are required to register individuals from your county prior to October 9th, 2014. The Conference **registration fee is \$65.00 – which includes Thursday night dinner and Friday morning breakfast.**

If you register prior to October 3rd, you can get the early bird rate of \$50.00. Again, you are responsible for your motel reservations.

JM:til
cc: County Clerks

33

Minutes of a regular meeting of the Chippewa County Board of Commissioners, held at the Chippewa County Courthouse, 319 Court St., Sault Ste. Marie, Michigan on the 8th day of September 2014 at 2:00 p.m.

PRESENT: Scott Shackleton, Don Cooper, Ted Postula and Don McLean

ABSENT: George Kinsella

The following preamble and resolution was offered by Commissioner Cooper and seconded by Commissioner Postula.

RESOLUTION NO. 14-19

**RESOLUTION IN OPPOSITION OF RATE INCREASES
CAUSED BY PROPOSED SUBSIDIES TO OPERATE PRESQUE ISLE POWER PLANT**

WHEREAS, in 2008, the Michigan legislature amended the Customer Choice and Electric Reliability Act that allows customer choice for electric service. This amendment allowed the Tilden and Empire mines to seek an electric provider other than Wisconsin Electric; and

WHEREAS, Wisconsin Electric lost 80 percent of their electric load and in the Upper Peninsula and announced they were going to close the plant; and

WHEREAS, the Midcontinent Independent System operator (MISO) oversees the electrical transmission system in Michigan and the Midwest for the purpose of ensuring system reliability for all electric customers such as Cloverland Electric Co-op. MISO determined that if the plant closes, system reliability would be in jeopardy; and electric customers across the Upper Peninsula and eastern Wisconsin will have to pay a substantial subsidy each month to keep the plant open.

WHEREAS, a July 29th order issued by the Federal Energy Regulatory Commission (FERC) agreed with the state of Wisconsin Public Service Commission's complaint that the formula used to determine who pays for the \$52 million operational costs for the Presque Isle Power Plant in Marquette is "unjust and unreasonable" which resulted in Upper Peninsula rate payers getting a larger rate increase than was first proposed.

WHEREAS, representatives of various affected parties are reviewing the order, as electric rates across the Upper Peninsula are going to increase to keep Marquette's Presque Isle Power Plant open.

NOW, THEREFORE, BE IT RESOLVED, as follows:

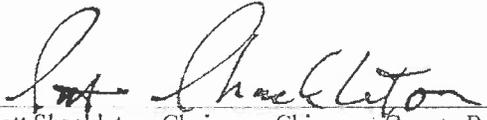
1. That the rate increases will have a negative impact, on all Upper Peninsula families and businesses. The Chippewa County Board of Commissioners believes that the plan of increasing costs for Chippewa County and Upper Peninsula citizens and businesses, will cause hardship on families and hurt the economy. The Chippewa County Board of Commissioners asks all Upper Peninsula Counties, businesses and families to join us and ask the Michigan legislature, Governor Rick Snyder, Michigan US Representatives and Senators to find a way to eliminate or minimize the burdensome cost of the proposed subsidy.

A VOTE WAS TAKEN AS FOLLOWS

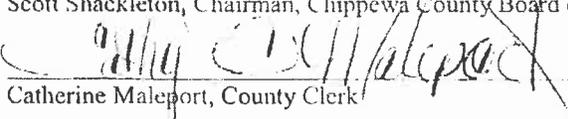
AYES: Scott Shackleton, Don Cooper, Ted Postula and Don McLean

NAYS: None

RESOLUTION DECLARED ADOPTED.



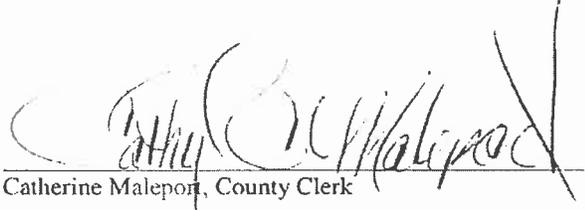
Scott Shackleton, Chairman, Chippewa County Board of Commissioners



Catherine Maleport, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF CHIPPEWA)

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the County Board of Commissioners of Chippewa County at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.



Catherine Maleport, County Clerk



ROY NESS

Contracting & Sales Inc.

(906) 786-2254 (906) 786-2297

QUALITY CONSTRUCTION
SINCE 1947

1801 North Lincoln Road Escanaba, Michigan 49829

September 23, 2014

Delta County Airport
Escanaba, Michigan

Attn: Kelly Smith

Re: Community Hanger Door Improvements

Kelly,

We propose to furnish the labor, material, tools, and equipment necessary to install a heating system for the sliding door track and other repairs to the sliding door as described below.

Heat for Door Track:

1. Saw-cut a 1" wide x 3" deep slot for the full length on both sides of each of the two embedded rails. Remove the concrete as needed to install the hot water tube system.
2. Install 3/4" PEX tubing to encircle both rails. Provide one high efficiency 110,000 Btu natural gas modulating boiler with an autofill supply system with glycol. Include gas piping, electrical wiring, and permits.
3. Fill and patch slots after the PEX tubing is installed.

Rail heating system installed: **\$22,100.00**

Door Panel Repair:

1. Remove existing metal sheeting from all door panels. Install new 4" metal building insulation with a white PSK vapor barrier. Install new exterior metal wall sheeting on all door panels and include new trim components.
2. Install new "brush" type weather-strip on each door panel.

Door Panel Repairs installed: **\$25,500.00**

Thank you for considering Ness Contracting for this project. We look forward to working with you.

Sincerely,

Dennis A. Ness

Dennis A. Ness P.E.

President

B4

State of Michigan



b5

THE FORTY-SEVENTH JUDICIAL CIRCUIT
DELTA COUNTY

CHIEF JUDGE
STEPHEN T. DAVIS

310 Ludington Street, Suite 159
ESCANABA, MICHIGAN 49829
Phone: 906-789-5103
Fax: 906-789-5104

BRENDA J. LACOUNT
COURT ADMINISTRATOR - CEO 7745

FAMILY DIVISION
PRESIDING JUDGE
ROBERT E. GOEBEL, JR.

email: circuit@deltacountymi.org

RENEE F. ALEXANDRONI
OFFICIAL COURT REPORTER - CSR/CER 3128

MEMO

TO: Nora Viau
Delta County Administrator

FROM: Honorable Stephen T. Davis
Chief Judge

Handwritten initials "STD" in a circle, likely representing Stephen T. Davis.

RE: Union Contract

DATE: September 30, 2014

Enclosed is the final agreement as yet unsigned. To the extent that this needs board approval, please tender it to the board at the next meeting. We will be procuring signatures as soon as possible.

AGREEMENT

between

THE 47TH CIRCUIT COURT

and

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

Effective: October 1, 2014
Termination: September 30, 2017
Reopener: July 1, 2017

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AGREEMENT

This Agreement entered into effective on this 1st day of October, 2014, between the Delta County 47th Circuit Court (hereinafter referred to as the “Employer”) and the Employees of Delta County 47th Circuit Court Chapter of Local 2755, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the “Union”).

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

PURPOSE AND INTENT:

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

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

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

ARTICLE 1. RECOGNITION:

Section 1.1. Collective Bargaining Units. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining units described below:

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

Section 1.2. Definitions. The terms “Employee” and “Employees”, when used in this Agreement, shall refer to and include only those permanent full-time Employees and regular part-time Employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining units set forth in Section 1.1. For purposes of this Agreement, the following definitions are applicable:

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

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

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

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

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

ARTICLE 2. AID TO OTHER UNIONS:

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union. The Union agrees not to coerce Employees into the Union membership and further agrees not to make agreements with any other union for the purpose of coercing the Employer.

ARTICLE 3. UNION SECURITY (AGENCY SHOP):

(a) The parties agree to comply with P.A. 349 of Public Acts of 2012 being MCL 423.201 *et seq*, the Michigan Right to Work Law for the duration of this agreement or as long as the Right to Work Law remains the law of this state.

It is understood and agreed that if any of the terms of this agreement are subject to the Michigan Right to Work Law and are made unlawful or unenforceable by such law, said unlawful or unenforceable term shall be of no force or effect, as it is the intent of the parties that all of the terms of this agreement comply with the Michigan Right to Work Law.

(b) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time may 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.

(c) Employees covered by this Agreement who are not members of the Union at the time it becomes effective may 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.

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

ARTICLE 4. DUES CHECKOFF:

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

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Local Union. Each Employee and the union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

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

(d) Authorization form is provided by the Union.

(e) Checkoff. 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 both 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 is provided by the Union.

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

ARTICLE 6. REMITTANCE OF DUES AND FEES:

(a) When Deductions Begin:

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

(b) Remittance of Dues to Financial Officer:

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

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

ARTICLE 7. UNION REPRESENTATION:

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

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

(b) Union Bargaining Committee.

Employees covered by this Agreement shall be represented in negotiations by negotiating committee members. Bargaining by parties shall commence either during regular working hours or outside of regular working hours. Members of the bargaining committee shall be paid by the Employer for time spent in negotiations (maximum to be two (2) members paid).

ARTICLE 8. RIGHTS OF THE EMPLOYER:

It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, function, and authority of management to manage the governmental operations of the Court, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign, and retain Employees in positions with the Employer; further to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Court. It is also agreed that the Employer has the right to determine the methods, means, personnel, or otherwise by which the business of the Court shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof, as well as to determine the size of the work force and to increase and decrease the number of Employees retained; to adopt, modify, change, or alter its budget, to combine or reorganize any part or all of its operation; to determine the location of work assignments and related work to be performed; to determine the number of Employees to be assigned to operation; and to determine the number of

supervisors. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, the Constitution and the laws of the United States. Except as specifically provided in this Agreement, the Court hereby reserves and retains all of its inherent and lawful right, responsibilities, and authority under the applicable Michigan laws or any other national, state, county, district, or local law or regulations as they pertain to the Court.

ARTICLE 9. SPECIAL CONFERENCE:

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matter taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time between the Employer and the Union. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

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

ARTICLE 10. GRIEVANCE PROCEDURE:

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

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

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

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

Step 2. If the Supervisor's answer to Step 1 is not satisfactory, the Union may appeal the Supervisor's decision to the Circuit Court Judge within five (5) working days. With regard to all Employees other than those for whom the Friend of the Court is their immediate supervisor, they shall present their grievances directly to the Circuit Court Judge at Step 2. The Judge will answer in writing within five (5) working days of receipt of the appeal.

Step 3.

(a) If the Judge's answer to Step 2 is not satisfactory, the Chapter Chairperson shall, before proceeding to Step 3(b) and within five (5) working days of receipt of the Judge's Step 2 answer, request a meeting with the Employer. The Employer will meet with the Union Representative within fifteen (15) working days from the date of said request in an effort to resolve the grievance.

(b) If the Judge's answer to Step 2 is not satisfactory and the Union wishes to carry the matter further and Council #25 considers the dispute to be grievable, the Chapter shall file a demand for arbitration within thirty (30) days of the meeting in accordance with the American Arbitration Association's or Federal Mediation Conciliatory Service 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) It is understood and agreed that, if this Court comes under the jurisdiction of Michigan Public Act 438-433 of 1980, no provision in this Agreement shall be construed in conflict with said Public Act, recognizing that said Public Act has preference over the terms of the within Agreement.

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

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

ARTICLE 11. COMPUTATION OF BACK WAGES:

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

ARTICLE 12. DISCHARGE AND SUSPENSION:

Notice of Discharge or Suspension:

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

(b) The discharged or suspended Employee will be allowed to discuss his/her discharge or suspension with his/her Steward, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the Employee and the Steward.

(c) Appeal of Discharge or Suspension: Should the discharged or suspended Employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to Step 2a of the Grievance Procedure. If Article 12 is used as a means of implementing the grievance procedure, said implementation shall take place within ten (10) working days of the discharge or suspension.

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

ARTICLE 13. SENIORITY (PROBATIONARY EMPLOYEES):

(a) New Employees hired in the Unit shall be considered as probationary Employees for the first one hundred and forty-seven (147) calendar days of their employment. When an Employee finishes the probationary period, he shall be entered on the seniority list of the Unit and shall rank

for seniority from the one hundred and forty-seven (147) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary Employees.

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

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

ARTICLE 14. SENIORITY LISTS:

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

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

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

ARTICLE 15. LOSS OF SENIORITY:

An Employee shall lose his seniority for the following reasons only:

(a) He quits.

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

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

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

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

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

ARTICLE 16. SENIORITY OF OFFICERS AND STEWARDS:

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

ARTICLE 17. LAYOFFS:

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

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

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

ARTICLE 18. RECALL:

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

ARTICLE 19. TRANSFERS:

(a) Transfer of Employees. If an Employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within ninety (90) days transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred.

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

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

ARTICLE 20. JOB POSTING AND BIDDING PROCEDURE:

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within thirty (30) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements and testing for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply, in writing, within the seven (7) working days posting period. The qualified applicant with the greatest seniority shall be given the job. The senior Employee applying for the position who meets the minimum requirements shall be granted up to a ten (10) working day trial period to determine:

1. His/her ability to perform the job;
2. His/her desire to remain on the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the Employee and his Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the posting is posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish the Chapter Chairperson with a copy of the list of names of those Employees who applied for the job and thereafter notify the Union's Chapter Chairperson as to who was awarded the job.

(c) During the ten (10) working day trial period, the Employee shall have the opportunity to revert back to his former position. If the Employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Employee and his Steward, in writing. In the event the Employee disagrees, it shall be a proper subject for the grievance procedure.

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

(e) In the event no qualified Employee fills the vacancy from within the Circuit Court, the Employer shall deliver the vacancy posting to the Chapter Chairperson of Probate Court and District Court for immediate display in accordance with the procedures described in Article 20 before said vacancy may be filled by a non-Court Employee.

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

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

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

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

ARTICLE 21. VETERANS (REINSTATEMENT OF):

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

ARTICLE 22. EDUCATION LEAVE OF ABSENCE FOR VETERANS:

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

ARTICLE 23. LEAVES OF ABSENCE:

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

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

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

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

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

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

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

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

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

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

(f) Employees hired to replace Employees on leave of absence will be considered temporary Employees and will not be subject to the rate of pay and terms and conditions of the contract nor will they accrue seniority. This section shall not supersede Article 22.

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

(h) 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, request 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 E.

ARTICLE 24. UNION BULLETIN BOARD:

The Employer shall provide space on existing bulletin boards in the Employer's place of business which may be used by the Union for posting notices pertaining to Union business. Such notices shall be limited to elections, meetings and social affairs. Any other notices or information which the Union wishes to place on said bulletin boards must have the prior approval of the Employer.

ARTICLE 25. RATES FOR NEW JOBS AND RECLASSIFICATION REQUESTS:

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

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

ARTICLE 26. TEMPORARY ASSIGNMENTS:

Temporary assignments for the purposes of filling vacancies of Employees who are on vacation, absent because of illness, etc., will be granted to the senior departmental Employee who meets the minimum requirement for such job. Such Employee will receive the rate of pay of the higher classification, provided that such Employee shall fill such vacancy for a period of six (6) consecutive working days.

ARTICLE 27. JURY DUTY:

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

ARTICLE 28. SAFETY AND HEALTH INSURANCE COMMITTEES:

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

It is understood by the parties that Employees shall not be required to work if the temperature inside the building is below sixty-three (63) degrees or above eighty-three (83) degrees. Therefore, if the temperature inside the building remains below sixty-three (63) degrees for a period of one hour and the furnace is not operative during that period, or above eighty-three (83) degrees for a period of one hour and the air conditioning is not operative during that period, the Employees will be sent home and paid for the remaining part of their work day. The thermometer in the Friend of the Court Reception Office is to be used as the official temperature indicator, and the Friend of the Court will be responsible for carrying out this provision in the Employer's absence. It being further agreed that if Employees are instructed not to report to work for the reason that the heating or cooling system is not operable, the Employees shall be paid their regular salary for any day instructed not to report.

Should the Employer choose to create a health insurance study committee, the Circuit Court Employees' Union would be entitled to have two (2) representatives on the committee. Both the Union and Court, as Employer, urge the creation of such a committee.

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

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

(b) Whenever an Employee applies for worker's compensation, said Employee may use sick leave until worker's compensation has been verified or until all accumulated sick leave has been used. In the event the Employee decides to use sick leave during this period and worker's compensation is granted, all sick leave used will be paid back to the Employer by the Employee not accruing any sick leave until all days for which worker's compensation has been paid and deducted. However, the Employee must not use more sick days than he/she has accumulated.

Employees, if requested, will be required to submit periodic illness/injury status reports from a doctor and will submit a report from a doctor following an illness or injury indicating that he or she is physically able to do work available before he or she returns to active work.

When sick leave hours are exhausted, the Employee will remain on worker's compensation until the Employee's worker compensation benefits are terminated or exhausted. Employees who receive only worker's compensation, and who do not draw from their accumulated leave time, shall be considered to be on leave of absence and will receive no accumulation of any leave time (i.e. vacation, sick leave, personal leave, etc.).

(c) If the Employee is receiving worker's compensation, the Employer will continue to pay the health insurance premium as outlined in Appendix C for six months, if the Employee remains on the Employer's 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 30. WORKING HOURS:

(a) The regular work week for court Employees, except for salaried Employees as designated in Appendix B, is established at thirty-five (35) hours per week. Hours to be worked for salaried Employees designated in Appendix B shall be as directed by the Judge. It is understood and agreed that the working hours for all other Employees in this court may be changed pursuant to agreement by and between the Employees and the Judge, or at such other time as required by State Law.

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

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

(d) An Employee on call-out will receive time and a half where applicable for the actual hours worked or two (2) hours straight time, whichever is greater.

ARTICLE 31. SICK LEAVE:

(a) Employees shall accumulate one (1) day of sick leave per month, not to exceed twelve (12) days per year with one hundred (100) days maximum accumulation which shall be used for nonoccupational disabilities, except as set forth in Article 29. Employees shall receive one-half of all sick leave accumulated in the form of pay at their current hourly rate upon termination. Upon the death of an Employee, one-half of all sick leave accumulated shall be paid to the Employee's estate at the last rate earned by the deceased. Sick leave will be deemed to be continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Any employee having more than one hundred (100) days of accumulated sick leave as of October 1, 2011, shall retain same for use unless and until such time as the total accumulation falls to or below one hundred (100) days, at which time the maximum accumulation of sick leave of one hundred (100) days shall apply.

(b) Sick leave and leave of absence without pay shall be granted for newborn child care according to prevailing law and the terms of this Agreement. The Employee requesting such leave shall file her request, in writing, five (5) months before the expected birth of the child. When the Employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position during her pregnancy.

(c) Effective October 1, 2011, the maximum accumulation of sick leave shall be one hundred (100) days.

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

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

(f) Employee has available one (1) personal leave day per year to be deducted from accumulated sick leave. [See also Article 35(b)]

ARTICLE 31A. LONG-TERM DISABILITY COVERAGE:

Employer shall provide a long-term disability policy coverage equal to sixty percent (60%) of monthly earnings up to \$2,000.00 maximum monthly benefit with a three (3) month qualifying period.

ARTICLE 32. FUNERAL LEAVE:

An Employee shall be allowed five (5) consecutive working days with pay as funeral leave not to be deducted from sick leave for a death of the Employee's mother, father, spouse, child, grandchild, brother, sister, son-in-law, daughter-in-law, step-children, and family members, extended or otherwise, for whom the Employee is legally responsible, such as guardianship.

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 extended family. Extended family is to be defined as follows: Step-parents, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-grandchild, a member of the Employee's household, half-brother, or half-sister. Any Employee selected to be a pallbearer for a deceased Employee will be allowed one (1) funeral leave day with pay, to be deducted from sick leave. The Chapter Chairperson, or his representative, shall be allowed one (1) funeral leave day with pay to be deducted from sick leave in the event of a death of a member of the Union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 33. TIME AND ONE-HALF:

Except for salaried Employees set forth on Appendix B, where a normal work day consists of seven (7) hours per day and thirty-five hours per week, an Employee working between thirty-five (35) and forty (40) hours per week shall be given the option of taking compensatory time off with pay equal to the time worked over thirty-five hours. Employees shall receive wages or compensatory time off at the rate of time and one-half for each of said hours worked in excess of forty (40) hours per week. All Employees covered by this Agreement, who perform work on a Sunday, shall be paid at the rate of time and 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, overtime may be performed only during an emergency. If the Union feels the Employer is abusing the above right, the matter shall be referred to Step Three (3) of the Grievance Procedure.

ARTICLE 34. HOLIDAY PROVISIONS:

The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving Day
President's Day	December 24 th
Memorial Day	Christmas Day
Independence Day	December 31 st
Labor Day	A Floating Holiday
Veteran's Day	

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

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

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

(a) The anniversary year shall be defined as that date on which an Employee receives the floating holiday. Employees will forfeit said floating holiday(s) if he/she fails to utilize the benefit.

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

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

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

ARTICLE 35. PERSONAL LEAVE:

The Employer will make available a total of three (3) days to be used for personal leave. Personal Leave shall not be accumulative from year to year and the Employee will forfeit said days if the Employee fails to utilize the benefit.

(a) The anniversary year shall be defined as that date on which an Employee has been employed continuously for one year.

(b) In addition, employee has available one (1) personal leave day per year to be deducted from accumulated sick leave. [See Article 31(f)]

ARTICLE 36. LONGEVITY PAY:

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

Longevity schedule effective October 1, 2011, to September 30, 2012:

Service Years	Amount
Three years	\$350.00
Four years	450.00
Five years	450.00
Six years	450.00
Seven years	500.00
Eight years	500.00
Nine years	500.00
Ten years	600.00
Eleven years	600.00
Twelve years	600.00
Thirteen years	600.00
Fourteen years	600.00
Fifteen years or more	700.00

Longevity schedule effective October 1, 2012, to September 30, 2017:

Service Years	Amount
Three years	\$175.00
Four years	225.00
Five years	225.00
Six years	225.00
Seven years	250.00
Eight years	250.00
Nine years	250.00
Ten years	300.00
Eleven years	300.00
Twelve years	300.00
Thirteen years	300.00
Fourteen years	300.00
Fifteen years or more	350.00

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

ARTICLE 37. VACATION ELIGIBILITY:

The Employee's anniversary date shall be used to compute vacation benefits. This schedule begins after an Employee's next anniversary date following October 1, 2011. An Employee will earn credits toward vacation with pay in accordance with the following schedule:

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

ARTICLE 38. VACATION PERIOD:

(a) Vacations will be granted at such times during the year suitable to the Employee and Employer, with due regard given for Employee seniority.

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

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

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

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

ARTICLE 39. PAY ADVANCE:

(a) If a regular payday falls during an Employee's vacation, 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.

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

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 40. DIRECT DEPOSIT:

(a) New Employees as of September 14, 2004, will be encouraged to electronically transfer their payroll checks (direct deposit).

ARTICLE 41. HOSPITALIZATION MEDICAL COVERAGE:

(a) The Employer agrees to pay the premium for hospitalization medical coverage for the Employee and his/her family as outlined in Appendix C. This coverage shall be applied to all full-time Employees covered by the terms of this Agreement. The Employer reserves the right to accept bids from other carriers. If another carrier is selected, the Employer agrees to provide equal or better coverage in comparison to what is currently enjoyed.

(b) The Employer agrees to pay the premium as outlined in Appendix C for hospitalization medical coverage for the Employee and his/her family during an Employee's absence as the result of any injury, illness or maternity to the extent that said Employee is either drawing sick leave benefits or vacation benefits and, in the event that said Employee is drawing worker's compensation, the Employer agrees to pay the premium as outlined in Appendix C for said hospitalization for a period not to exceed six (6) months.

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

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

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

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

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

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

ARTICLE 42. LIFE INSURANCE COVERAGE:

The Employer agrees to pay the premium of a term life insurance plan for each Employee; face value of \$20,000.00 while employed.

ARTICLE 43. COMPUTATION AND PAYMENT OF BENEFITS:

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

ARTICLE 43(A). NOTICE OF RETIREMENT:

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

ARTICLE 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:

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

ARTICLE 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 reason for such consolidation or elimination of jobs.

ARTICLE 47. BENEFITS (PART-TIME EMPLOYEES):

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

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

(c) The Employer further agrees to pay the premium for life insurance of \$20,000.00 for part-time Employees working more than 17½ hours per week.

ARTICLE 48. MILEAGE ALLOWANCE:

Employees who are required to use their personal automobile for official business will be reimbursed at the rate per mile as set by the County Board for all other Employees and elected officials of Delta County.

ARTICLE 49. EDUCATION:

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

ARTICLE 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 bargaining collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 51. SUCCESSOR CLAUSE:

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

ARTICLE 52. APPENDIXES:

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

- Appendix A - Pensions
- Appendix B - Rate of Pay Levels and Job Titles
- Appendix C - Medical Insurance Coverage
- Appendix D - Payment in Lieu of Health Insurance
- Appendix D(1) - Dental and Vision Insurance Premium for Employees Selecting the Opt Out Provision

- Appendix E - Family and Medical Leave Act
- Appendix F - Drug and Alcohol Policy
- Appendix G - FOC Policy on Background Checks
- Appendix H - Emergency Manager Act Recognition

ARTICLE 53. TERMINATION AND MODIFICATION:

This Agreement shall continue in full force and effect until September 30, 2017.

(a) If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.

(c) Notice of Termination or Modification:

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

ARTICLE 54. EFFECTIVE DATE:

This Agreement shall become effective as of October 1, 2014, and expire as of September 30, 2017.

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

FOR THE UNION:

FOR THE Employer:

 Susan Cameron
 AFSCME Representative

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

 Mary Caron
 Union Representative

 Patricia Gould
 Union Representative

APPENDIX A

PENSIONS

(a) Employees hired before September 14, 2007, covered by this Agreement shall have the B-4 benefit plan with the E-2 and F55/20, and RS50, and FAC 3 benefit program of the Michigan Retirement System. Except as provided in paragraph (d), the Employee portion of the pension contribution shall be paid on their behalf by the County of Delta, as the funding unit for the 47th Circuit Court.

(b) Employees hired on or after September 14, 2007, 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 matching contribution.

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

(d) Commencing January 1, 2012, Employees covered by the defined benefit program under paragraph (a) above shall contribute one-half ($\frac{1}{2}$) of one (1) percent of gross wages toward pension costs.

APPENDIX B

RATE OF PAY LEVELS

October 1, 2014, to September 30, 2017

	<u>BASE</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
Court Reporter	37,775.25	38,614.68	40,293.60	41,676.17
Family Counselor/Mediator	37,127.58	37,952.37	39,602.55	40,961.38
Level 4				
Step 2	17.93	18.36	18.69	19.08
Step 1	16.91	17.30	17.60	18.00
Level 3				
Step 2	15.35	15.72	16.12	16.45
Step 1	13.95	14.28	14.63	14.96
Level 2				
Step 2	13.35	13.62	13.87	14.18
Step 1	12.88	13.18	13.46	13.76
Level 1				
Step 2	12.48	12.80	13.03	13.35
Step 1	11.25	11.60	11.94	12.28

Effective 10-01-14=\$1,500.00 lump sum not included in MERS.

Effective 10-01-15=\$1,400.00 lump sum not included in MERS.

Effective 10-01-16=\$1,300.00 lump sum not included in MERS.

JOB TITLES

POSITION

Salaried

Court Reporter
Family Counselor/Mediator

Level 4

Step 2
Step 1

Court Administrator/Judicial Secretary/Mediation Clerk
Chief Account Clerk

Level 3

Step 2

Step 1

Enforcement Clerks (FOC) (5 positions)
Legal Assistant to FOC Attorney (FOC)
Legal Assistant to FOC (FOC)

Level 2

Step 2

Case Worker Specialist (FOC)

Step 1

Secretary to Mediator (FOC)

Level 1

Step 2

Step 1

APPENDIX C

MEDICAL INSURANCE COVERAGE

Effective January 1, 2012, the Employer shall offer and contribute to a medical plan for the Employees as said plan is defined by the Publicly Funded Health Insurance Contribution Act, Public Act 152 of 2011, being MCL 15.561 et seq. The extent of the contribution shall be the maximum provided by Section 3 of the act. Should the governing body of Employer's funding unit elect to provide a medical benefit plan pursuant to Section 4 of said act, the Employer shall contribute the maximum contribution allowed. The Union authorizes the Employer to deduct any Employee's portion of the cost of the medical benefit plan from compensation due in accordance with MCL 15.566. One-half (½) of Employee's premium cost shall be deducted from the first monthly pay period and one-half (½) from the second monthly pay period.

The parties understand that state and federal law may control or regulate health coverage, and agree that no provision in the contract or this Appendix is intended to be inconsistent with nor shall contravene state or federal law, and to the extent any portion of this contract or this Appendix is deemed to be inconsistent with or in contravention of state or federal law, said law shall be applied.

The Bargaining Unit may change insurance coverage at any time during contract with appropriate notification to Employer.

The Employee may change insurance plan during open enrollment.

APPENDIX D

PAYMENT IN LIEU OF HEALTH INSURANCE

Effective January 1, 2012, the payment in lieu of Employer's contribution to a medical benefit plan shall be as follows:

(a) For single person coverage - \$400.00 per month (\$200.00 on the first and second pay periods of each month).

(b) For individual and spouse or other dependent coverage (two person coverage) - \$500.00 per month (\$250.00 on the first and second pay periods of each month).

(c) For family coverage - \$600.00 per month (\$300.00 on the first and second pay periods of each month).

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

APPENDIX D(1)

DENTAL AND VISION INSURANCE PREMIUM FOR EMPLOYEES SELECTING THE OPT OUT PROVISION

Effective January 1, 2012, Employees selecting the opt out provision (cash in lieu of health insurance) will pay 10% of the monthly premium for dental and vision insurance if they elect to get such insurance. The Employer will pay 90% of the monthly premium for dental and vision insurance. These obligations expire at the end of the term of the current contract.

FOR THE UNION

FOR THE COURT

Renee F. Alexandroni

Renee F. Alexandroni
Chapter Chairperson
Circuit Court

11-15-11

Stephan F. Davis

Honorable Stephan F. Davis
Circuit Court Judge

11-15-11

Susan Cameron

Susan Cameron
MJ AFSCME Council #25

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:

- (a) work for a covered employer;
- (b) have worked for the employer for a total of 12-months;
- (c) have worked at least 1,250 hours over the previous 12-months; and
- (d) 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) A health condition (including treatment therefore, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

- treatment two or more times by or under the supervision of a health care provider; or

- one treatment by a health care provider with a continuing regimen of treatment; or

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

(C) 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

(D) 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

(E) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or

- podiatrists, dentists, clinical psychologists,

optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

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

- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or

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

MAINTENANCE OF HEALTH BENEFITS

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

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

JOB RESTORATION

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

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

Under specified and limited circumstances

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

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

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

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

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

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

NOTICE AND CERTIFICATION

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

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.

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

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

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, Employment Standards Administration.

APPENDIX F

DRUG AND ALCOHOL POLICY

OBJECTIVE: Ensure a Drug Free Workplace.

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

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

B. County of Delta's Drug and Alcohol Policy

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

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

DEFINITIONS:

Unauthorized Drugs: For the purposes of this Policy, the term "unauthorized drugs" shall mean any substance other than an authorized substance, which is, or has the effect on the human body of being a narcotic, depressant, stimulant, hallucinogen or cannabin, their precursors, derivatives or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act.

Authorized Substances: Substances having a physiological, psychological or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully

obtained by an Employee and which the Employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "authorized substances" for the purposes of this Policy.

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

MEDICATION/SUBSTANCE REPORTING:

It is the Employee's responsibility to notify the Employer in writing when he/she is taking any prescription or nonprescription medicine or substance which may impair his/her mental faculties and physical abilities. In all cases, when Employees bring prescribed controlled substances onto the County of Delta premises the Employer shall be so notified in advance.

Employee ASSISTANCE AND REHABILITATION:

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

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

CRIMINAL OFFENSES:

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

VIOLATIONS OF THE POLICY:

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

- (a) The Employer may reassign the Employee until the problem(s) is corrected.
- (b) The Employer may require a health leave of absence immediately if medical conditions warrant the same. The Employee may utilize accumulated personal leave days, vacation and comp time, however, if the Employee is required to take a health leave of absence.
- (c) The Employer may terminate the employment of the Employee if the problem(s) is not corrected within one (1) year, or in the case of a nonprescribed unauthorized drug, the problem reoccurs after the initial incident.
- (d) The Employer may refer the Employee for treatment and may make compliance with any recommended rehabilitation program a condition of future employment.
- (e) The Employer may take disciplinary actions in accordance with the County of Delta work rules and policies, including discharge.

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

Employer:

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

APPENDIX G

FRIEND OF THE COURT POLICY ON BACKGROUND CHECKS OF EXISTING AND NEW EMPLOYEES

The 47th Judicial Circuit Court establishes basic safeguards to create a safe environment for those individuals who use or provide Friend of the Court services, as well as to maintain the integrity of the judiciary through this policy.

This policy applies to all current employees employed as of October 1, 2014 and all sub-contractors (vendors) and volunteers of the Friend of the Court (FOC) office of the 47th Judicial Circuit Court.

The 47th Judicial Circuit Court establishes this policy for conducting background checks on existing and new employees represented by a collective bargaining unit. The **Court** and the **AFSCME, AFL-CIO Affiliated With Michigan Council #25** (Union) agree that all present and future employees will complete the Internet Criminal History Access Tool (ICHAT) and Department of Human Services Central Registry (CR) [*when appropriate*] as provided for in this Policy.

The Court has determined that existing employees under union contract in the following positions work with the public or have access to client information but do not work directly with children:

- a.) M. Caron - Chief Account Clerk
- b.) - Enforcement Case Worker
- c.) M. Kaukola - Enforcement Case Worker
- d.) S. Morgan - Enforcement Case Worker
- e.) B. Gereau - Enforcement Case Worker
- f.) - Enforcement Case Worker

These incumbent individuals in the above positions will be required to provide authorization for an ICHAT background check. The authorization will include the individual's: First Name, Last Name, Gender, Month of Birth, Day of Birth, and Year of Birth.

In addition, the following union positions within the Friend of the Court have contact with children in the course of their employment.

- a.) - Friend of the Court Family Mediator

- b.) M. Heribacka - Legal Assistant to the Friend of the Court
- c.) - Secretary to the Family Mediator
- d.) P. Gould - Legal Assistant to the Friend of the Court Attorney
- e.) D. Barton - Caseworker Specialist

Incumbents of the above positions will also be required to obtain a clearance from the Michigan Department of Human Services (DHS) Central Registry in addition to an ICHAT background check. Individuals must submit a REQUEST FOR CENTRAL REGISTRY CLEARANCE (DHS-194) to DHS, or provide appropriate authorization and identification to allow the FOC to submit a Central Registry Clearance request on the individual's behalf, per MCL 722.627j(3). DHS will send a CENTRAL REGISTRY CLEARANCE RESPONSE LETTER (DHS-1910) to the requestor within several days of the request if the individual is not on the CR. If provided to the incumbent employee, the incumbent employee should retain that response until requested to provide it to the FOC.

The Friend of the Court will conduct an ICHAT check on all individuals in appropriate positions within 60 days after the contract is renegotiated. Also within 60 days after the contract is renegotiated, the Court will require the existing union employees in the positions that work with children to provide authorization and identification, as specified by MCL 722.627j(3) to allow FOC staff to conduct a CR search. The Friend of the Court staff will promptly conduct the CR search after receiving authorization and identification. Failure or refusal to agree to a background check, to provide authorization for a Central Registry Check, or to provide a DHS 1910 response when requested shall automatically result in the termination of employment of the incumbent employee from the Delta County Friend of the Court Office.

The following employees are not represented by a union:

- a.) J. Rudell - Friend of the Court
- b.) J Pelto - Friend of the Court Attorney
- c.) A. McNamara – Domestic Relations Mediator
- d.) D. Lay – Part-time Court Recorder

The Court has determined that employees: a., b., and c. work with the public and have direct contact with children. These individuals have submitted to both an ICHAT and CR check. The employee d. works with the public but does not have direct contact with children and, therefore, has submitted to only an ICHAT check.

The Delta County Friend of the Court does not have vendors or volunteers who work in the office.

The Delta County Friend of the Court will rely on a negative response (no criminal history found) and, other than an incumbent employee's statement regarding criminal convictions in any other jurisdiction, further consideration of the incumbent employee's criminal history will not be made.

The Delta County Friend of the Court will notify the incumbent employee of a positive response (criminal history found). The incumbent employee will be allowed to explain or otherwise refute a positive response. The Friend of the Court may conduct further investigation of a positive response.

In cases of a positive response, the Delta County Friend of the Court, in consultation with the Chief Judge of the 47th Judicial Circuit Court, will make an employment decision after consideration of the following factors:

1. Accuracy of the information provided
Was the prospective employee able to successfully refute or explain the positive response record?
2. Prior disclosure of information
Did the prospective employee disclose this information, if such an inquiry was made during the application process?
3. Relation to position being filled
Does the positive response record report information that substantially relates to the work that the prospective employee would be hired for?
4. Length of time since reported offense
Did the offense occur recently? Is there a series of offenses?
5. Nature of the offense
Was the offense work-related, or did the offense occur at the workplace? Was the offense a felony or misdemeanor? Was the offense a violent crime or non-violent crime? Did the offense involve the breach of fiduciary trust?
6. Public Trust
Would the public's trust in the judicial branch be diminished by hiring this prospective employee?

If represented by a union, the prospective employee's union representative will be allowed to give input to the decision process. The Court and the Friend of the Court will look at each of the above factors and give that factor appropriate weight based on all of the circumstances.

Options.

The Court and the Friend of the Court will make a decision regarding the appropriate steps to take following the receipt of the positive response record. Steps may include (but are not limited to) the following options:

- a. Do nothing, if the existing employee or vendor employee was able to show a mistake of fact or otherwise refute the positive response record;
- b. Offer counseling to the employee or suggest counseling for the vendor employee, if the positive response records were the result of substance abuse;

- c. Issue a verbal warning indicating that repeated arrests or convictions may result in further action;
- d. Issue a written warning indicating that repeated arrests or convictions may result in further action;
- e. Impose disciplinary action, including a reduction in pay, or a forced paid or unpaid leave;
- f. Increase supervision of the existing employee or vendor employee in day-to-day work;
- g. Transfer the existing employee or vendor employee to a position that will provide little to no opportunity for the existing employee to repeat the offense;
- h. Transfer the existing employee or vendor employee to a position within the court not funded in whole or in part by the CRP;
- i. Suspend of the existing employee or ask the vendor to replace the employee for a certain period of time (with or without pay);
or
- j. Terminate of the existing employee. If the employee is a member of the union, termination shall be subject to Article 12 of the union contract.

Communicating the Decision.

The employee will be informed of the impact of the positive response record through a conference between the Friend of the Court, the Chief Judge of the 47th Judicial Circuit Court, the incumbent employee and the incumbent employee's union representative if the employee is represented by a union.

Storing the Response Record.

All documents generated through the background check for existing employees are retained as a part of the employment record for the individual.

, 2014

Honorable Stephen T. Davis
Chief Judge, 47th Judicial Circuit Court

, 2014

Mary B. Caron
Negotiation Committee for AFSCME, AFL-
CIO Affiliated With Michigan Council #25

, 2014

Sue Cameron
Representative for AFSCME, AFL-CIO
Affiliated With Michigan Council #25

APPENDIX H

EMERGENCY MANAGER RECOGNITION ACT

To the extent required by MCL 423.215(7), an Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being MCL 141.1501, et. seq.) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act. The placing of this language in the collective bargaining agreement in accordance with the statute does not constitute agreement with this act by the Union.

LETTER OF UNDERSTANDING

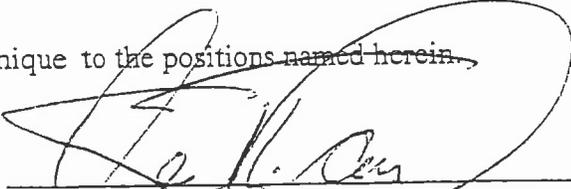
The Employer desires to provide the secretary to staff attorney and secretary/bookkeeper position the opportunity to take vacation during the same period, but needs to have someone available who has secretarial skills and office familiarity, and who can provide office services should the need emerge.

The Employer recognizes that the secretary to mediator generally will be available to fill in for the secretary to staff attorney or the secretary/bookkeeper should both be on vacation, and the Employer agrees to use the secretary to mediator in that regard, and when the secretary to the mediator is not available, the Employer agrees to use the Circuit Court Jury Officer, Ramon Alexandroni, for such emergency secretarial services and that he will be paid \$10.00 per hour for such times worked.

The secretary to staff attorney and secretary/bookkeeper agree that each will provide in writing any request for vacation time for the holiday period not less than 42 days before December 25th, so that the Employer may arrange appropriate scheduling. All other requests shall be no less than 14 days prior to the date or dates requested.

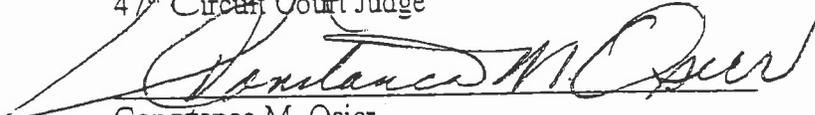
All agree that this understanding is unique to the positions named herein.

Date: 10-12-7



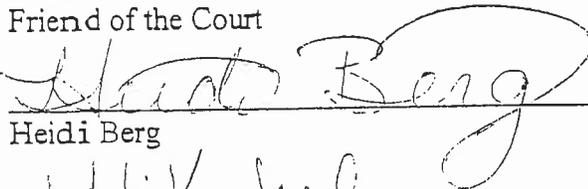
Honorable Stephen F. Davis
47th Circuit Court Judge

Date: 10/12/07



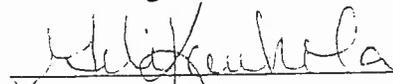
Constance M. Osier
Friend of the Court

Date: 11-12-07



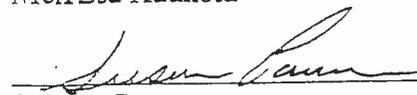
Heidi Berg

Date: 10-12-07



Melissa Kaukola

Date: 10/12/07



Susan Cameron
AFS CME Business Agent



Bl

Central Upper Peninsula Planning And Development Regional Commission

2415 14th Avenue South • Escanaba, MI 49829

906.786.9234 • Fax: 906.786.4442 • 800.562.9828 • cuppad@cuppad.org

October 1, 2014

Nora Viau
Delta County Administration
310 Ludington Street
Escanaba, MI 49829

Dear Nora:

On behalf of the Delta County Solid waste Management Planning Committee, we are requesting the Delta County Board of Commissioners review the enclosed amendment and approve the Amendment at your upcoming October 7, 2014 meeting. A resolution for the County Board's consideration is enclosed.

The Escanaba Paper Company has requested an amendment to the Delta County Solid Waste Management Plan to allow non-hazardous solid waste materials and other Type III wastes generated within the Escanaba Paper Company mill site property to be disposed of at the existing Escanaba Paper Company landfill. The Company also requested to change references of "Mead Paper Company" and "NewPage Corporation" found in the solid waste plan to "Escanaba Paper Company"

The Committee reviewed the request at a meeting held June 10, 2014. It was deemed in the county's best interest to proceed and a 90-day public comment period was established. The Committee also wanted grammatical errors or other errors in the pages being amended to be corrected.

The Michigan Department of Environmental Quality reviewed the amendment and requested that references of the "Big Bay de Noc Transfer Station" be changed to "Garden Township Transfer Station" in the Plan.

The Delta County Solid Waste Management Planning Committee held a public hearing on September 18, 2014 and received no public comments. At the September 18, 2014 meeting, the Committee recommended the County Board of Commissioners adopt the plan amendment as presented.

Once approval by the Delta County Board of Commissioners of the amendment is secured, the Plan Amendment will be submitted to the local units of governments within Delta County for their approval. Once approval by 67% of the local units in the County is received, the Plan Amendment will be transmitted to the MDEQ for state approval.

Should you have any questions, please give me a call.

Sincerely,

Peter Van Steen
Transportation Planner

Enclosures

**RESOLUTION ON AMENDMENT TO THE
DELTA COUNTY SOLID WASTE MANAGEMENT PLAN**

WHEREAS, the Escanaba Paper Company has requested an amendment to the Delta County Solid Waste Management Plan to allow non-hazardous solid waste materials and other Type III wastes generated within the Escanaba Paper Company mill site property to be disposed of at the existing Escanaba Paper Company landfill, and,

WHEREAS, the Escanaba Paper Company has requested to change references of "Mead Paper Company" and "NewPage Corporation" found in the solid waste plan to "Escanaba Paper Company", and,

WHEREAS, the Michigan Department of Environmental Quality has requested that reference of the "Big Bay de Noc Transfer Station" be changed to "Garden Township Transfer Station", and

WHEREAS, the Delta County Solid Waste Management Planning Committee wishes to have grammatical errors or other errors in the pages being amended to be corrected, and,

WHEREAS, the Delta County Solid Waste Management Planning Committee held a public hearing on September 18, 2014 and received no comments, and

WHEREAS, the Delta County Solid Waste Management Planning Committee recommends the County Board of Commissioners to adopt the plan amendment as presented.

BE IT RESOLVED, the Delta County Board of Commissioners approve the amendment to allow non-hazardous solid waste materials and other Type III wastes generated within the Escanaba Paper Company mill site property to be disposed of at the existing Escanaba Paper Company landfill, references of "Mead Paper Company" and "NewPage Corporation" found in the solid waste management plan to be changed to "Escanaba Paper Company, reference of the "Big Bay de Noc Transfer Station" be changed to "Garden Township Transfer Station and grammatical errors or other errors in the pages being amended to be corrected.

Motion to adopt the above resolution was made by _____,

supported by _____, and adopted by the following
vote _____.

Nancy Kolich
Delta County Clerk

Date

EXECUTIVE SUMMARY

CONCLUSIONS

The Solid Waste Planning Committee reviewed and discussed various scenarios and options of waste disposal. Alternatives ranged from ceasing operations of the present county landfill and exporting wastes, to continuing with the landfilling of wastes locally.

The alternatives were assessed as to their consistency with solid waste management goals and objectives, their economic feasibility and the likelihood of receiving public approval.

The Delta Solid Waste Management Authority (Landfill Authority) recently, as a result of negotiations with the Department of Environmental Quality, reconstructed its landfill facility and has an expected 28 years of capacity. The Landfill Authority has financial commitments for bonds for the reconstruction activities.

The preferred alternative is continue with landfilling of waste at the Delta Landfill, with efforts directed at resource recovery of recycling and composting to prolong the life of the landfill. Diverting hazardous materials from the waste stream would prevent possible contamination while preserving the landfill liner integrity by lessening the potential of its failure.

SELECTED ALTERNATIVES

Disposal of residential household and industrial waste is provided at the Delta Landfill. The Delta Solid Waste management Authority has recently reconstructed its Type II landfill facility and has an expected life of 28 years.

Mead Paper Company Escanaba Paper Company provides for the disposal of generated industrial and construction & demolition waste at all integrated facilities located within the facility boundary of the Escanaba Paper Company ~~its generated industrial waste~~ at its company-owned and maintained landfill.

Collection of solid waste is hauled by both private haulers and the municipalities of the Cities of Escanaba and Gladstone, and the Village of Garden. A transfer station owned and operated by Garden Township, hauls wastes collected at that site to the Delta Landfill. Individuals can direct haul wastes to the Delta Landfill.

Solid waste is authorized to be imported from Alger, Baraga, Chippewa, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties for primary disposal. Acceptance of waste at the Delta Landfill is contingent upon acceptance of the waste for disposal by the Delta Solid Waste Management Authority, with a maximum of 24,000 tons a year from other counties.

Solid waste is authorized to be exported to Alger, Baraga, Chippewa, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft Counties. Exportation of solid wastes, other than waste generated by Mead Escanaba Paper Company is permitted when there is a discontinuance of Delta Landfill operations. Waste that cannot be accepted at the Delta Landfill or the waste is processed through a transfer station owned or operated by the Landfill Authority may be exported.

DATA BASE

Essentially all the waste generated within Delta County is disposed of at the Delta Landfill, in accordance with the Delta County flow control ordinance. Type III ~~W~~waste (inclusive of industrial waste, sludge, ash and construction & demolition waste) -generated by operations of ~~Mead Publishing Paper Division's~~ Escanaba Paper Company and integrated facilities located within the facility boundary of Escanaba Paper Company is disposed at ~~their~~its landfill. Municipal sludge is generated from both the water and wastewater treatment operations of the cities of Escanaba and Gladstone. The following chart details the amount of waste generation by source.

Waste Generation in Delta County (as reported from various sources)			
	Current Annual	Five Year	Ten Year
Delta Landfill			
Residential	13,899.01 tons	14,176.99 tons	14,460.53 tons
Commercial	9,342.92 tons	9,511.42 tons	9,701.65 tons
Construction/Demolition	4,414.76 tons	4,503.06 tons	4,593.12 tons
Industrial (ash & petroleum soil)	11,685.08 tons	11,918.78 tons	12,157.16 tons
City of Escanaba			
Municipal Sludge	319 tons	325.385 tons	331.89 tons
City of Gladstone			
Municipal Sludge	75 tons	76.5 tons	78.03 tons
Escanaba Paper Landfill (MeadEscanaba Paper Company)			
Industrial Sludge	64 <u>56</u> ,000 cubic yards	54,0 <u>58</u> ,800 cubic yards	46,0 <u>61</u> ,700 cubic yards
Industrial Waste (ash)	24 <u>58</u> ,000 cubic yards	22,0 <u>60</u> ,900 cubic yards	23 <u>64</u> ,000 cubic yards
<u>Industrial Waste</u>	<u>TBD</u>		
<u>C & D Debris</u>	<u>TBD</u>		

The Delta Solid Waste Management Authority has recently completed reconstruction of two cells (3A and 3B) at the Type II landfill with a double composite liner. The Landfill Authority has closed Cell2 with final cover, as well as the Type III landfill. Effective January 31, 1998, the Landfill Authority stopped accepting waste for disposal in Cell 1 and the Type III landfill. The closures and reconstruction activities were required as part of a consent agreement between the Michigan Department of Environmental Quality and Delta Solid Waste Management Authority. In 1996, the DEQ discovered abnormally high levels of iron and manganese in test wells at the landfill. In addition the landfill was having problems with its leachate collection system. Based on current waste volumes, the reconstructed landfill is expected to have a 28 year capacity.

DATA BASE

Solid Waste Disposal Areas for Delta County

Delta County Solid Waste Landfill is located in the North ½ of Section 22, Township 39 North, and Range 23 West in the City of Escanaba. The land is leased by Delta County from the City of Escanaba. Delta County subleases the land to the Delta Solid Waste Management Authority (Landfill Authority). The landfill serves as the disposal site for Type II and Type III wastes generated within Delta County. The facility is located on a 63.2 acre parcel, of which 8.70 acres are permitted as a landfill. With an estimated yearly disposal volume of 25,000 tons, the landfill has an estimated lifetime of 28 years.

Big Bay de Noc Garden Township Transfer Station is located in the Southeast ¼ of the Northeast ¼ of Section 16, Township 40 North, Range 18 West, and Garden Township. Garden Township constructed the transfer station using funding through the Clean Michigan Fund. The transfer station accepts Type II wastes from the surrounding area. The size of the structure is 65 feet by 17 feet and contains a roll-off container, compactor pit, hopper and attendant's office and rest room. An adjacent garage houses the facility's roll-off truck. The wastes are hauled to the Delta Landfill.

Escanaba Paper Company (Mead Publishing Paper Division) operates a landfill in Sections 25 & 36, Township 40 North, and Range 23 West ~~solely~~ for disposal of wastes generated by integrated facilities located within the facility property. ~~their operations.~~ There are ~~74.5~~ 2,060 acres of facility property with 132.4 acres permitted as a landfill with an estimated life of ~~65~~ 37 years.

FACILITY DESCRIPTIONS

Facility Type: Type III ~~Industrial~~ Landfill (Industrial and C&D Landfill)

Facility Name: Escanaba Paper Company

County: Delta Location: Town: 40N Range: 23W Section(s): 25, 36

Map identifying location included in Attachment Section: Yes No

If facility is an Incinerator or a Transfer Station, list the final disposal site and location for Incinerator ash or Transfer Station wastes

Public Private Owner: Escanaba Paper Company

Operating Status (check)

- open
- closed
- licensed
- unlicensed
- construction permit
- open, but closure pending

(New facility)

Waste Types Received (check all that apply)

- residential
- commercial
- industrial
- construction & demolition*
- contaminated soils*
- special wastes **
- other: asbestos waste

* Authorized to be accepted upon issuance of a construction permit or other necessary approvals from the MDEQ

** Explanation of special wastes, including a specific list and/or conditions:

Site Size:

Total area of facility property: 2060 acres

Total area site for use: 74,5132.4 acres

Total area permitted: 74,5132.4 acres

 Operating: 16,642 acres

 Not excavated: 57,990.4 acres

Current capacity: 5,74,200,000 tons or yds³

Estimated lifetime: 65—37 years

Estimated days open per year: 365 days

Estimated yearly disposal volume: 85114,000 tons or yds³

(if applicable)

Annual energy production:

 Landfill gas recovery projects: N/A megawatts

 Waste-to-energy incinerators: N/A megawatts

DATA BASE

SOLID WASTE COLLECTION SERVICES AND TRANSPORTATION INFRASTRUCTURE

The following describes the solid waste collection services and transportation infrastructure that will be utilized within the County to collect and transport solid waste.

Service Provider	Public/Private	Service Area	Payment	Disposal Facility
Big Bay de Noe <u>Garden Township</u> Transfer Station	Public	Village of Garden, Garden Township, Fairbanks Twp.	Two mills on Garden Township property and per bag charge for non-township residents	Delta County Landfill
City of Escanaba	Public	City of Escanaba	City property tax Added fee	Delta County Landfill
City of Gladstone	Public	City of Gladstone	City General Fund Added fee	Delta County Landfill
Delta Disposal	Private	Delta County	Customer	Delta County Landfill
Great American Disposal	Private	Walmart and Bark River	Customer	Delta County Landfill
Nichols Disposal	Private	Delta County	Customer	Delta County Landfill
Escanaba Paper Company (Mead)	Private	Mead Escanaba Paper Company	Mead Escanaba Paper Company	Escanaba Paper Company Landfill

Municipal Collection Services:

The City of Escanaba provides residential and commercial collection services within the City. This service is supported financially through the general property tax and a separate utility fee. A special utility fee of \$3.00 to \$12.00 per month is charged to each single family home, apartment or commercial business in the city. This fee was established to help offset collection and disposal costs.

The City of Gladstone provides residential and commercial collection services within the City. A utility fee of \$4.00 monthly, in combination with general property tax revenues, supports this service. The additional utility fee has been levied since August 1, 1997, to help offset increased landfill tipping fees.

The ~~Big Bay de Noe~~ Garden Township Transfer Station located in Garden Township accepts general household (Type II) solid wastes. The transfer station is owned and operated by Garden Township. Operational costs of the transfer station are provided through a 2 mill property tax levy. Persons living outside of Garden Township may use the transfer station on a pay-per-bag basis. Solid waste collected at the facility is hauled to the Delta County Landfill for disposal.

Village of Garden provides residential and commercial collection service within its boundaries. The waste is hauled to the ~~Big Bay de Noc~~ Garden Township Transfer Station. Operational and maintenance costs are provided through the Village property tax.

Private Collection Services:

The private collection services of Escanaba pick-up Service and Delta Sanitation merged in August of 1997 to form Delta Disposal. Delta Disposal provides residential and commercial collection services throughout Delta County. The waste is transported to the Delta County Landfill. The service charge is based on the frequency of collection and type of container and service provided.

Great American Disposal provides collection services for commercial sites in the City of Escanaba (such as WalMart) and residential collection in the western section of Delta County. The service charge is based on the frequency of collection and type of container and service provided.

Nichols Disposal provides residential and commercial collection services. This service charge is based on frequency of collection and type of container and service provided.

Escanaba Paper Company provides for waste hauling and disposal for all solid waste generated at ~~within the facility property~~. The costs are the responsibility of ~~Mead Corporation~~ Escanaba Paper Company.

The Delta County Landfill allows individuals to haul and dispose of waste at the current rate of \$48.00 per ton. The minimum disposal fee is \$5.00 for up to 230 pounds of waste.

DATA BASE

EVALUATION OF DEFICIENCIES AND PROBLEMS

The following is a description of problems or deficiencies in the existing solid waste system.

- Increased Recycling vs. Waste to sustain operations: Based on the current tipping fee of \$48.00 a ton, the Delta Landfill needs more than 2,000 tons per month to cover operations and repayment of the landfill bonds. A dramatic increase in recycling rate for the county could adversely impact the landfill finances, but at the same time recycling could prolong the air space available at the landfill. The landfill authority could experience a short term cash flow problem, but in the future would not have to construct new cells as planned. An increase in recycling efforts may result in an increase in tipping fees in the short-term, but will have long-term environmental and financial benefits.
- Flow Control: There is the concern that there is waste leaving the county in violation of the county flow control ordinance. There have been several instances of building demolition's where the waste was brought to a landfill in another county or governmental agencies allowing waste to be disposed of out of county. Delta County needs to continue to monitor and actively enforce the flow control ordinance. The County has increased the fine to \$500 a day for violation but the ordinance should be reexamined to assure that there is no financial gain to utilize an out-of county landfill. Violators of the ordinance should compensate the Landfill Authority for the difference in the out of county tipping fee and the tipping fee charged at the Delta Landfill, in addition to the \$500 per day fine. And/or jail time.

Demolition permits issued by the respective jurisdictions should indicate that all demolition waste must be delivered to the Delta Landfill in conformance with the Delta County Flow Control Ordinance. As more buildings are torn down in the county, there is the chance that more waste will be transported out of county.

- Escanaba Paper Company (Mead Paper Publishing Division): ~~Mead~~ Escanaba Paper Company has operations as well as land holdings in other counties in the Upper Peninsula. A possible scenario is the Company may have oil or barrels illegally dumped on ~~their~~ its property which the Company needs to dispose of. For liability reasons, the Company would like to have the option of transporting wastes generated at ~~their~~ its operations or wastes found on ~~their~~ its own property disposed of at ~~their~~ its own landfill located in Delta County. Flow control in Marquette County prohibits the company from bringing these wastes into Delta County for disposal at ~~their~~ its landfill. The present Delta County Solid Waste Plan also prohibits such waste to be brought into Delta County. The new updated county plan should recognize that this waste should be considered as industrial and be allowed to come into the county for disposal at the ~~Mead~~ Escanaba Paper Company Landfill.
- Waste Generation to Increase: An increase in waste generation amount is likely as the county population grows, which will tend to improve the landfill's revenue situation. With an expected increase in tonnage disposed at the Delta Landfill, an increase in recycling participation may not have a negative impact on the landfill's cash flow.

Pays a reduced fee for the amount of ash that is used as daily cover; at present, the Landfill Authority receives money for its daily cover. If and when the power plant closes, the Landfill Authority will have to pay for its daily cover.

Due to better utilization and more efficient management of operations, there is less ash being generated than in previous years; The Landfill Authority will need to purchase sand for daily cover.

- Contingency Disposal Agreements: Now that the Delta Landfill has secured its operating permit from the DEQ, the Landfill Authority should proceed with negotiations with landfills in surrounding counties, especially Marquette, Alger and Menominee Counties, for a contingency /reciprocal use agreements in case a problem develops with the landfill in the future.

The Landfill Authority should have discussions with ~~Mead~~-Escanaba Paper Company on the use of ~~their~~-its landfill for a short-term basis in the case of an immediate emergency. The agreement may be reciprocal to provide ~~Mead~~-Escanaba Paper Company a disposal facility they could utilize on a short term basis for an immediate emergency. Since the Escanaba Paper landfill is a Type III landfill, it would be restricted to the Type III waste being disposed at the Delta County Landfill, and not the Type II waste being disposed at the Delta County Landfill. The Escanaba Paper Landfill's operating license may further restrict the kind of Type III waste that can be accepted at this landfill. The language of a reciprocal agreement would specify what type of waste can be disposed at the respective landfills.

- Leachate Line at the landfill: The leachate line from the landfill to the Escanaba city sewer system needs to be upgraded from a two inch line to a four inch line to clean and maintain. The City of Escanaba realizes that an eight inch sewer line would be beneficial in order to provide sewer services to any business or industry that may want to locate along 19th Avenue North. Cost for the increase in the size of the line could be proportionally shared between the Landfill Authority and the City.
- Illegal Dumping: As the rates for waste disposal increase, there is the problem of people disposing waste illegally in the woods on public and private lands.
- Ongoing Recycling Education: For the voluntary recycling program to be effective, an ongoing public education program is needed. Brochures could be distributed to the public at the landfills and regular advertising of the program.

DATA BASE

SOLID WASTE MANAGEMENT ALTERNATIVES The following briefly describes all solid waste management systems considered by the County and how each alternative will meet the needs of the County. The manner of evaluation and ranking of each alternative is also described. Details regarding the Selected Alternatives are located in the following section. Details regarding each non-selected alternative are located in Appendix B.

There are a number of alternatives which have been considered regarding management of solid wastes in Delta County:

Alternative #1:

- Cease county landfill operations: The Delta Landfill would cease operations and existing landfill cells would be closed. All waste would be shipped to a landfill out of county. The waste could be processed and hauled by either the Landfill Authority by its own employees or under contract with a private firm to an out-of county landfill for disposal. The cost for such an arrangement is estimated to be \$58.50 per ton. Closure and past-closure costs would exceed \$20 million.

All Wwaste generated within the by Mead Paper Company (Escanaba Paper Company) property would continue to be disposed of at ~~their~~ its site. The shipment of the industrial and/or construction & demolition waste from the ~~paper company~~ property to an out- of-county site would have a dramatic negative impact on ~~their~~ its operations.

Alternative #2:

- Waste Incineration: All wastes collected in the county would be incinerated for generating electricity. Waste materials that cannot be reduced, reused, or recycled would be separated into combustible and non-combustible materials. The only materials requiring landfilling would be incinerator ash and non-combustibles such as concrete rubble.

Nationally, about 14 percent of municipal solid waste is incinerated which indicates it is still a viable option in some areas. In Michigan, however, due largely to increased regulation of air emissions, the popularity of incineration has declined and the cost of operation risen.

Challenges facing an incineration alternative include locating a market for the energy produced, complying with air emission standards, and existing financial commitments to the landfill.

Based on previous plans and studies, it was determined there was not enough waste generated in Delta County to consider it feasible.

The primary benefit is the preservation of landfill space through a significant reduction in the amount of material being disposed. Secondary benefits are: availability of an alternate fuel for energy production and greater attention to recycling.

Alternative #3:

- Organic waste conversion: Waste would be converted to a pellet that would be burned as

SELECTED SYSTEM

There are some outlying areas in the county which do not receive curbside recycling service. Efforts need to be explored to expand the service, through encouraging private haulers to provide the service or the Landfill Authority providing the service.

The manned recycling center has expanded hours.

- Hazardous Waste Collection Program: As a result of the Consent Agreement with the DEQ, the Landfill Authority will have instituted a Household Hazardous Waste Collection program, in addition to being a depository for pesticides collected from throughout the UP. Through a State grant from the Michigan Department of Agriculture, the Delta Solid Waste Management Authority has become the central deposit point for unneeded pesticides from throughout the Upper Peninsula. Program collection and disposal costs are reimbursable; administrative costs are the responsibility of the Authority.
- Escanaba Paper Company (~~Mead Paper Publishing Division~~): All Wwaste generated as a result of Mead's operations within Escanaba Paper Company's facility property in Delta county would be landfilled at their- its own landfill facility, including industrial waste and construction & demolition debris. All costs would be the company's responsibility.
- Enforcement and Local Ordinance/Resolutions: The county solid waste flow control ordinance will remain ~~in-effect~~in effect to assure that residential and commercial waste generated in the county (with the exception of waste generated ~~by~~within Escanaba Paper Company's facility boundary) is disposed of at the Delta Landfill. Local units will be allowed the opportunity to implement rules and regulations regarding the collection and funding of programs within their respective jurisdiction.

FACILITY DESCRIPTIONS

Facility Type: Type III Industrial Landfill (Industrial and C&D Landfill)

Facility Name: Escanaba Paper Company

County: Delta Location: Town: 40N Range: 23W Section(s): 25, 36

Map identifying location included in Attachment Section: Yes No

If facility is an Incinerator or a Transfer Station, list the final disposal site and location for Incinerator ash or Transfer Station wastes

Public Private Owner: Escanaba Paper Company

Operating Status (check)

- open
- closed
- licensed
- unlicensed
- construction permit
- open, but closure pending

(New facility)

Waste Types Received (check all that apply)

- residential
- commercial
- industrial
- construction & demolition*
- contaminated soils*
- special wastes **
- other: asbestos waste

* Authorized to be accepted upon issuance of a construction permit or other necessary approvals from the MDEQ

** Explanation of special wastes, including a specific list and/or conditions:

Site Size:

Total area of facility property: 2060 acres

Total area site for use: 74,5132.4 acres

Total area permitted: 74,5132.4 acres

 Operating: 16,642 acres

 Not excavated: 57,990.4 acres

Current capacity: 5,74,200,000 tons or yds³

Estimated lifetime: 65—37 years

Estimated days open per year: 365 days

Estimated yearly disposal volume: 85114,000 tons or yds³

(if applicable)

Annual energy production:

 Landfill gas recovery projects: N/A megawatts

 Waste-to-energy incinerators: N/A megawatts

SITING REVIEW PROCEDURES

AUTHORIZED DISPOSAL AREA TYPES

The following solid waste disposal area types may not be sited by this Plan. Any proposal to construct a facility listed herein shall be deemed inconsistent with this Plan.

SITING CRITERIA AND PROCESS

Expansion or constructions of the following solid waste facilities are considered to be consistent with the Delta Solid Waste Management Plan Update:

- Expansions of the Delta Landfill facility located in Section 22, Township 39 North, Range 23 West, Delta County is permitted.
- Expansions of and/or changes in disposal area types to include other non-Type II wastes ~~of~~ at the Escanaba Paper Company (~~Mead Paper Publishing Division~~) landfill facility located in Sections 25 and 36, Township 40 North, Range 23 West ~~is~~ are permitted.
- Construction of a solid waste transfer station in Section 22, Township 39 North, Range 23 West, and Delta County is permitted.

Facilities other than those identified above require a formal amendment to the Plan Update in order to be considered consistent with the County Solid Waste Management Plan. Ten years of landfill capacity has been provided to Delta County and therefore Delta County chooses not to have a siting process in its Plan.

Volume Reduction Techniques:

- The Delta Landfill Authority will continue to monitor the use of the compactor at the landfill to save valuable airspace at the facility.

Collection Process:

- Local units of governments will retain the right to collect solid waste within their jurisdiction, contract with private haulers or allow the private sector to assume the service. Private haulers will continue to provide waste collection services to residences and businesses within the county. The cities of the Escanaba and Gladstone and the village of Garden (and other municipal waste haulers) will be responsible for funding their respective programs in accordance with state statutes.
- Garden Township will continue with operation of the ~~Big Bay de Noc~~ Garden Township Solid Waste Transfer Station transporting the wastes to the Delta Landfill. The Township could contract with a private firm for operation and management of the facility.

Operational costs of the facility will be the responsibility of Garden Township. Funds could come from the township's general fund, extra voted millage, special assessment and/or per bag fee charged to non-residents. Through agreements, the Townships of Nahma and Fairbanks could contribute toward the operational costs.

Landfilling:

- The landfilling of wastes will remain the primary waste disposal option.
- The Delta Solid Waste Management Authority will continue with its role of providing for the disposal of waste in Delta County. Construction of new cells and/or expansions of the existing site will occur as needed.

Expansion costs should be funded through the tipping fee; sufficient funds should be set aside for construction costs, as well as reserve fund to pay for the eventual closure of the facility. The Authority should periodically evaluate the user fee to make certain the tonnage fee collected adequately provides sufficient revenue for operations, future expansion and closure activities.

- Escanaba Paper Company (~~Mead Paper Publishing Division~~) will continue to manage all non-hazardous solid wastes generated within the facility property by disposal its wastes at its ownat their its landfill facility. Construction of new cells and expansions at the existing facility will occur as needed. Operating costs are the responsibility of ~~Mead~~ Escanaba Paper Company Corporation.

ADVANTAGES AND DISADVANTAGES OF THE SELECTED SYSTEM:

Each solid waste management system has pros and cons relating to its implementation within the County. Following is an outline of the major advantages and disadvantages for this Selected System.

ADVANTAGES:

1. There are 28 years of capacity for waste disposal at the Delta Landfill.
2. Cost savings will continue as a result of compacting waste at the Delta Landfill.
3. The Landfill Authority structure provides for representation of cities and townships to discuss solid waste issues and concerns.
4. Public ownership of the landfill will assure the tipping fee is kept to a minimum with environmentally sound management.
5. The county-wide recycling and composting program will continue to divert materials away from the waste stream, thus extending the life of the landfill.
6. All waste generated through ~~Mead Paper Publishing Division~~ Escanaba Paper Company facility property operations will be economically disposed of at ~~their~~ its -own disposal site.
7. Hazardous and pesticide collection program will assure that the integrity of the landfill is maintained.

DISADVANTAGES:

1. There is a lack of final disposal options available to the consumer.
2. After the landfill is closed, on-going closure activities will be the responsibility of the Landfill Authority and the City of Escanaba.
3. The present voluntary recycling program does not result in 100% participation of the public.

Delta Animal Shelter
6685 N.75 Drive
Escanaba, MI 49829
(906)789-2898

B7

www.deltanimals@yahoo.com



INVOICE FOR SERVICES RENDERED BY DELTA ANIMAL SHELTER

Delta County Board Of Commissioners
Administration Office
310 Ludington Street
Escanaba, MI 49829

Invoice: CTY-091614
Date: September 16, 2014
Period: August 15, 2014 – September 15, 2014

Services	Date	Rate	Total
Contract Services	8/15/14- 9/15/14	\$2088.33	\$2088.33
Total			\$2088.33

BB

TO: Delta County Commissioners

Nora Viau, Delta County Administrator

FR: Judy L. Akkala, Member of Bay De Noc Kennel Club

Judy L. Akkala
Dt: September 29, 2014

Re: Water at the Bay De Noc Kennel Club Building

Fencing and Storage building

As you may already know, the Animal Control and Shelter will be relocating. The Bay De Noc Kennel Club (BDNKC) is currently supplied water and septic service via connections to and under the Animal Shelter building.

On Tuesday, September 23, 2014, I (Judy Akkala) and Pat Bernat (Member of BDNKC) met with Nora Viau, County Administrator, Steve Carlson and Cory Schroeder to discuss the availability of water to the Bay De Noc Kennel Club building.

We were very relieved to discover that the BDNKC will have water available. Mr. Carlson explained that the County will close down all portions of the Animal Shelter building but will keep the room where the water pump is located heated.

The BDNKC agrees to be responsible for the electric bill for heating that portion of the building. We agree to either have a

direct billing from the County or have the meter placed at our building, which ever the County desires.

In addition, we were informed that the fencing and storage building at the Animal Shelter belongs to the County. We are requesting that we be able use the existing fenced area and storage building for the BDNKC. We understand we would be responsible for maintaining the fenced in area and storage building.

Our current agreement requires the County to provide snow removal. The BDNKC has taken on this responsibility for the past two winters and are willing to continue.

We also want to acknowledge County Administrator Viau, Steve Carlson and Cory Schroeder for their efforts in responding in a very helpful and timely manner.

We are grateful for your consideration and look forward to a mutual satisfying relationship.