

AGREEMENT

between

THE COUNTY OF LAPEER

and

TEAMSTERS LOCAL #214

LAPEER COUNTY - GENERAL UNIT

Effective: January 1, 2007 – December 31, 2010

Board Motion: #328-09

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AGREEMENT

This Agreement made and entered into the 10th day of September, 2009 by and between the Lapeer County General Unit as the Employer, and the County of Lapeer as represented by its Board of Commissioners as the funding unit, and the Teamsters Local #214, affiliated with the International Brotherhood of Teamsters, as are covered hereunder and hereafter referred to as the "Union" of the "Employee(s)".

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ARTICLE I

PURPOSE AND INTENT

1. 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 County and the Employees.

2. The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the County's success in establishing and maintaining a proper and uninterrupted service to the community

3. The parties mutually recognize that the responsibility of both the Employees and the County to the public requires that any dispute arising between the Employees and County be adjusted and settled in an orderly manner without interruption of such services to the public.

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

ARTICLE II
RECOGNITION

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

All employees of Cooperative Extension Service, County Clerk, Drain Commissioner, Tax Equalization, Prosecuting Attorney, Register of Deeds, County Treasurer, Animal Control Shelter, Veterans Affairs, Computer Department, Criminal Justice, County Jail Cook, County Parks and Recreation, Building and Grounds (including County Garage), Accounting, Planning Commission, Postal, Soil and Sedimentation, BUT, excluding the Chief Deputy County Clerk and one (1) designated confidential employee of the Lapeer County Board of Commissioners Office and excluding all confidential employees and supervisors of the above mentioned departments.

2. It is agreed that persons employed by the County under a temporary or part-time and seasonal and temporary basis shall be specifically excluded under the terms of this Agreement.

3. The terms "Employee" and "Employees" when used in this agreement shall refer to and include only those permanent full-time seniority employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section I above.

4. The term "Employer" shall mean separately and jointly the Lapeer County Board of Commissioners and the various departments that are a part of this bargaining unit. The definition of the Employer contained in this agreement is for the sole purpose of defining rights and responsibilities under this Agreement and it shall not be binding upon parties hereto for other purposes to the extent that an employer may otherwise be defined under the laws of the State of Michigan.

It is understood by all that the, he, her, him, his, she in this contract will mean the same as any employee. We also agree to Affirmative Action.

5. It is agreed that temporary employee's conditions of employment are controlled by County Policies. The findings in the Wolkinson Arbitration Award will not be applicable to any new hires who hold temporary employment with the County unless the County changes its policy back to that which was in existence in the 1987 policy booklet. This means that future hires will not have temporary service time count for the purpose of benefits under the contract unless the County changes its policy back to that contained in the 1987 handbook.

ARTICLE III

AGENCY SHOP

1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

2. Membership in the Union is separate, apart and distinct from the assumption of their equal obligations to the extent that they receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

3. In accordance with the policy set forth under paragraph #1 of this Section, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, a service fee equal to the cost of collective bargaining, contract administration and grievance procedure. For present employees, such payments shall commence with the first pay thirty-one (31) days after the effective date or execution hereof, whichever is later, and for probationary employees, with the first pay thirty-one (31) days after the date of employment.

4. If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

5. The Union will protect and save harmless the Employer from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer or its designated agent for the purpose of complying with this Article.

ARTICLE IV

CHECKOFF

1. The County will not interfere with, discourage, restrain, nor coerce, County employees because of membership in the Union or any lawful activities herein. Nor shall the County encourage the membership in said Union. This Union hereby agrees that it will not discourage, restrain, nor coerce any County employees not belonging to the Union from doing their legally assigned work arising out of the course of their employment with the County.

2. The County will deduct, upon signed authorization by the requesting employee all dues as stated for the Union, and forward the same to the Union each month. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each Union member employee hereby authorizes the Union and the County without recourse to rely upon and honor certificates by the Secretary-Treasurer of the local Union regarding amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The County agrees during the period of this Agreement to provide for check off service without charge to the Union.

3. The Union agrees to indemnify and save the County harmless against any and all claims, suits or other forms of liability arising out of its deduction from any employee pay of union dues. The Union assumes full responsibility for the disposition so made once they have been remitted to the Union.

ARTICLE V
REPRESENTATION

1. **Bargaining Committee.** The employees shall be represented by a bargaining committee of four (4) paid members (the Union may retain a fifth member, but would be responsible for the fifth member's wages), who shall be elected in any manner determined by the employees. All members of the bargaining committee shall be seniority employees of the County. The bargaining committee shall represent the employees in connection with negotiations leading to this collective bargaining agreement and any amendments, modifications, renewals or replacements of this collective bargaining agreement.

2. **Steward.** The County recognizes the right of the Union to designate two (2) Stewards and two (2) Alternate Stewards one of the Stewards who may be Chief Steward. The authority of the Stewards and the alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

a. The investigation and presentation of grievances with the designated County representative in accordance with the provisions of the grievance procedure.

b. The transaction of such messages and information, which shall originate with and are authorized by the Union or its officers, provided such messages and information:

i. Have been reduced to writing; or

ii. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the County's business.

3. The Steward and alternate have no authority to take strike action, or any other action interrupting the County's business. The County recognizes these limitations upon the authority of the Steward and alternate, and shall not hold the Union liable for any unauthorized

acts. The County in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward and/or alternate take unauthorized strike action, slow-down or work stoppage or interference with work.

4. The Steward, or their alternate in the Steward's absence, shall, upon request and approval of their supervisor, be permitted to leave their job for the purpose of investigating grievances, and attending meetings with management during working hours. If the Steward goes into another department, the Steward must secure permission from the supervisor in such department to meet with any employees in such department. It is agreed that in the event of abuse of this privilege, grievances will be handled only during non-working hours.

5. Authorized representative of the Union shall be granted permission to enter the buildings and work area of the County upon reasonable advance notice, for the purpose of adjusting grievances with the appropriate individual, provided there is no interference with work.

6. Special conferences for grievances and other important matters may be arranged between the Steward or their alternate and the County upon the request of either party, but not more frequently than once each month, except by mutual consent. Such conferences shall generally take place during work hours, except by mutual consent. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be discussed at the meeting shall be presented at the time the conference is requested.

7. The Employer and the Union shall not discriminate against any employee because of any basis made illegal by applicable law.

ARTICLE VI

RIGHTS AND RESPONSIBILITIES

1. **No Strike.** In no event will the Union cause or authorize or permit its members, or any of them, to cause nor will any member of the bargaining unit take part in any strike, sympathy strike, sit-down, stay-in, slow-down, stoppage, interruption or impeding or work curtailment of or interference with any operation of the County during the term of this Agreement or during any period of time while negotiations are in process between the Union and the County for the continuance or renewal of this Agreement.

a. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibilities set forth above, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the County, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

b. The County, or any of its Department Heads, shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth above, which disciplinary action may include any form of discipline up to and including discharge.

c. In the event of any violations of the responsibilities set forth above, the County shall not be required to negotiate on the merits of any dispute which gave rise to such violation.

ARTICLE VII
MANAGEMENT RIGHTS

1. The Union recognizes that the management of the operations of the County, and its respective departments, is solely a responsibility of the Employer, and the respective Department Heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the County, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or of the United States of America.

a. In addition to all such rights conferred by law, the County, and its Department Heads, reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, the rights to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools, equipment and materials, the discontinuance of any services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend or discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any to be worked, to adjust the work force unilaterally for periods up to thirty (30) days in the event of emergency beyond the control of the County, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations, subject to express provisions of this Agreement as herein set forth.

2. SUBCONTRACTING. The Employer retains the right to subcontract bargaining unit work as long as it does not result in the layoff of bargaining unit members.

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ARTICLE VIII

DISCHARGE AND DISCIPLINE

1. The County and the Union agree that all disciplinary action taken against an employee shall be for only just cause and the primary purpose of disciplinary action is to correct employee behavior or conduct, that the disciplinary action procedure should be progressive in nature, and that selection of discipline in any specific case should be appropriate based on the circumstances of the offense and the employee.

2. The County shall not discharge or discipline any employee without just cause, but in respect to discharge, shall give at least one (1) warning notice of the Complaint against such employee to the employee in writing, and a copy of the same to the Union: except that no warning notice need be given to an employee before they are discharged, if the cause of such discharge is insubordination, dishonesty, drunkenness, theft, recklessness or under the influence or in the possession of illegal substances. or other grave or cardinal offenses.

a. When discipline is imposed by the employer, no consideration will be given for any prior disciplinary action exceeding ~~twenty four (24)~~ eighteen (18) months in age; with the exception of twenty four (24) months for capital violations including but not limited to, the use of illegal drugs, theft, being under the influence of alcoholic beverages, being reportedly offensive in conduct or language to the public, or if the employee issues slanderous or libelous statements publicly against a fellow employee of the Employer and any action that results in a five (5) day suspension or more.

3. The discharged or disciplined employee will be allowed to discuss their discharge or discipline with their Steward, if practicable. Provided, however, that the employee shall be granted a hearing with their immediate supervisor within five (5) working days of their discharge, at their request or at the request of the Steward.

4. Should the discharged or disciplined employee consider the charge to be improper, a Grievance shall be presented in writing through the Steward to the County within

two (2) regularly scheduled working days of the discharge or discipline or the day of the hearing as provided above. The County will review the discharge or discipline and give its answer in writing within five (5) regularly scheduled working days after receiving the Grievance. If the decision is not satisfactory to the Union, the Union may within five (5) days after receiving the answer of the Employer refer the matter directly to Step 3 of the Grievance Procedure.

a. Notification shall be given to the appropriate Union representative of any disciplinary action taken against any member which may result in any official entries being added to the employee's personnel file. Both employee and the Union representative shall be given a copy of such official entry.

b. **Appeal Procedures:** All disciplinary actions shall be subject to the grievance procedure. Grievances involving oral or written reprimands shall be initiated at Step 1 and may be processed through the subsequent steps of Article IX, Grievance Procedures. Should the Union consider the suspension or discharge of an employee to be improper, the Union shall submit a written grievance to the department head or his/her designated representative within ten (10) calendar days of the Union's receipt of the formal notice of the action. The grievance shall be processed in accordance with Step 3 of the Grievance Procedure. Any further appeal of suspension or discharge shall be in accordance with the provisions of Article IX, Grievance Procedures.

c. Should it be necessary to reprimand an employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the employee.

d. Once disciplinary action has been taken against an employee by an authorized management representative, such disciplinary action on the particular charge cannot be increased in severity. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.

e. Employees who are suspended or discharged may have rights under other state or federal laws which may be utilized, as well as the grievance procedure. Employees have the right to discuss this suspension and/or discharge with the Union representative which under these terms is normally identified as the Steward. Employees who are suspended for more than five (5) days or who are discharged, have the right to meet with their steward prior to leaving the County's property.

f. **Personnel Procedures:** All employees within the bargaining unit shall have the right to review their personnel records consistent with State Law. (Bullard Act)

Also see: Grievance Procedure

ARTICLE IX

GRIEVANCE PROCEDURES

1. Should a difference arise between the County and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the Grievance Procedure as set forth below:

STEP 1: Any employee having a grievance shall first raise the matter with their immediate Supervisor. If not settled at that time, it shall be reduced to writing and signed by the grieved employee. The grievance shall set forth specifically the provisions of the Collective Bargaining Agreement which the employee claims have been violated. Any grievance not submitted within five (5) working days of the occurrence giving rise to the grievance shall be considered automatically closed.

STEP 2: The written grievance shall be discussed between the Steward and/or grievant and the designated supervisor. The designated supervisor shall give a written decision within five (5) working days of receipt of the written grievance.

STEP 3: In the event the grievance is not settled in Step 2, a meeting shall be held between the Steward, and/or grievant, a representative of the Board of Commissioners, elected by the Chairman of said Board, and the immediate supervisor, within fifteen (15) working days after receipt of the written decision in the previous step. Either party may have outside representatives present. The decision of the Employer shall be given in writing within ten (10) working days after the termination of the meeting.
(In cases of suspension or discharge see Article VIII, Section f)

STEP 4: The Union shall have the right within sixty (60) working days after receipt of the written decision in the previous step to request the matter be submitted to an impartial arbitrator, pursuant to the rules and regulations of the Federal Mediation and Conciliation Service, if the matter is not resolved in Step 3.

2. The decision of such arbitrator shall have no power of authority to change, alter or amend, add to or subtract from the terms of this Agreement.

3. Costs of the arbitrator shall be shared equally by the County and the Union, although each party shall be liable for the costs of its own witnesses.

4. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered settled, on the basis of the last answer and not subject to further review.

5. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work, at the same rate of pay, as may be agreed to by the parties, or as ordered by the arbitrator.

6. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal work hours, less any compensation he may have received from any source of employment during the period in question, except income from previously held part-time employment outside of his regular work hours.

7. Should any Employee be substituted for by an employee of lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely effected shall receive compensation as herein provided.

8. The compensation such employee receives shall be equal to their rate of pay, times the hours lost during such substitutions, provided time lost shall not start sooner than after notification to the County that such substitution exists.

9. An agreement reached between the County and the Union is binding on all employees affected and cannot be changed by an individual.

10. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other relevant records of the employer pertaining to a specific grievance at reasonable times with employee consent.

ARTICLE X

SENIORITY

1. **Definition of Seniority.** Seniority, as that term is used in the Agreement, is defined as an employee's continuous service with the County, actually spent on the active payroll, or on approved leave as a full-time regular employee as established by this Agreement, from the employee's last date of hire as a full-time regular employee, and all rights and privileges accruing to the employees on the basis of seniority are set forth herein. Certain rights and privileges are accorded to regular part-time employees as defined by this Agreement on the basis of service and are set forth herein.

2. **Acquiring Seniority.** An employee subject to this Agreement who has completed their probationary period as of the effective date of this Agreement shall have their name entered upon the seniority list for their job classification in their department as of their last date of hire.

a. New employees shall be considered as probationary employees for the first ninety (90) days worked after their employment. The ninety (90) days worked must be accumulated within not more than one hundred eighty (180) calendar days. When an employee finishes his probationary period by accumulating ninety (90) days of work within not more than one hundred eighty (180) calendar days, they shall be entered upon the seniority list for their job classification in their department and shall rank for seniority from the date ninety (90) working days prior to the date they satisfactorily completed their probationary period. Employees who have not completed their probationary period as of the effective date of this agreement, shall be given credit for actual days worked prior to the effective date of this Agreement for the purpose of determining the employee's probationary period. There shall be no seniority for probationary employees.

b. A probationary employee may be laid off, terminated, transferred, or reclassified without regard to any provisions of this Agreement and without recourse to the Grievance Procedures.

c. Temporary employees and part-time employees shall not acquire seniority.

i. As used in the Agreement, a temporary employee is an employee who is hired for a specified period of time, not to exceed six (6) months in any one calendar year.

ii. As used in this Agreement, a part-time employee is scheduled to work twenty (20) or less hours in a work week.

d. Regular part-time employees shall acquire seniority for purposes of layoff and recall only, except as elsewhere set forth in this Agreement, from the date of hire until the semi-annual posting of seniority lists pursuant to the following schedule. For the purposes of computation, one hundred seventy-three (173) hours shall constitute one month. The employee shall receive 1/12 of a years service for each one hundred seventy-three (173) hours worked. Fractional months of service earned shall be rounded off to the nearest full month.

i. As used in this Agreement, a regular part-time employee is an employee who is scheduled to work more than twenty (20) hours but less than forty (40) hours in a work week.

3. **Seniority lists.** Any employee subject to this Agreement who has completed their probationary period shall have their name entered upon (1) the Unit wide seniority list and (2) the seniority list of their job classification, in each case as of their last date of hire. The County shall prepare a seniority list for each job classification, listing all employees having seniority in a job classification within a department in the order of their seniority, as of their last date of hire or date of permanent entry into the job classification, whichever is later. For

purposes of controlling all applications of seniority within a job classification, each employee shall have seniority only in their permanent job classification.

a. A copy of such seniority lists shall be given to the Steward of the Union, and, unless the Union objects in writing to any listing in such seniority lists within ten (10) calendar days of the receipt of such seniority lists, they shall be deemed correct and the Employer may rely upon such seniority lists for all purposes. Every six (6) months following the preparation of the original seniority lists, the County shall prepare and give to the Steward of the Union, revised seniority lists setting forth any changes from the previous seniority lists and such revised seniority lists shall be deemed correct unless the Union objects in writing to any listings on such revised lists within ten (10) calendar days after receipt thereof and the Employer may rely upon such lists for all purposes.

b. In the event more than one employee within a job classification in a department starts to work on the same day, their respective standing on the classification seniority list shall be determined in accordance with their County seniority date. When two or more employees are hired by the County on the same day, their surname alphabetized shall control.

4. **Termination of Seniority.** An employee shall have all seniority rights and their employment terminated if:

- a. They quit;
- b. They retire or are retired under any retirement plan;
- c. They are discharged for just cause;
- d. They are absent for three (3) consecutive work days without notifying their Department Head, unless they are physically unable to give notice or have someone give such notice on their behalf;
- e. They are absent for three (3) consecutive work days without a reason satisfactory to their Department Head for such absence;

f. They falsify a material fact on their application for employment or gives a false reason to obtain a leave of absence;

g. They fail to report for work upon termination of any leave of absence without a bona fide excuse acceptable to their Department Head;

h. They fail to report to work after being notified to report to work unless they have a bona fide excuse acceptable to their Department Head;

i. They are laid off for a period of twelve (12) consecutive months;

j. They are on medical leave of absence for a period of more than two (2) years;

k. They work for another employer while on any leave of absence, unless such employment is mutually agreed to in advance by their Department Head.

5. **Permanent Transfers.** *(see Article XLV Vacancies)*

6. **Temporary Transfers.** *(see Article XLV Vacancies)*

7. In the event the temporary job vacancy exceeds forty-five (45) working days. *(see Article XLV Vacancies).*

8. An employee temporarily transferred shall acquire no seniority in the job classification or department to which they are temporarily transferred, and upon completion of the temporary transfer, the employee so transferred shall return to the job classification and department where they hold seniority.

9. **Temporary Transfer Pay.** *(see Article XLV Vacancies)*

10. **Transfer Out of Unit.** *(see Article XLV Vacancies)*

11. **Emergency Seniority Adjustment.** In the event of an emergency beyond the control of the County, such as an act of God, flood, fire, storm, civil disturbance, power failure, labor disputes, or other like events, the County shall have the right to make temporary adjustments of the work force for a period not to exceed five (5) work days without regard to seniority. If such conditions exceed five (5) work days, the work force shall be adjusted

according to the layoff procedure as described in this article unless the County and Union agree otherwise.

a. It is mutually understood that in emergency situations, it may be immediately impractical to apply seniority to the assignment of personnel or to assign personnel with strict regard for classification. However, the Employer agrees to move (without undue delay) to call in or otherwise assign the appropriate employee of the proper classification in accordance with the provisions of this agreement.

b. The County reserves the right to assign personnel within the scope and concept of their classification.

c. An emergency condition is defined as an unforeseen condition that arises beyond the control of the Employer that needs immediate attention.

12. **Reduced Work Week.** In lieu of layoffs or permanent reduction, the County may request a meeting with the Union for the purpose of negotiating reduced work schedules in order to curtail layoffs or permanent reductions. An Agreement to institute reduced work schedules shall not prevent the County from subsequently making layoffs or permanent reductions if in the County's discretion such layoffs and reductions are required.

13. **Emergency Permanent Transfers.** *(see Article XLV Vacancies)*

14. While seniority in this bargaining unit does not include continuous service with the Friend of the Court or another Court within the County, for the purpose of computation of benefits to include vacation, sick time, longevity, retirement and personal time, continuous service time with Lapeer Friend of the Court or any of the Lapeer County Courts which is contiguous to employee's seniority with the County, will be utilized for the computation of all benefits under this Collective Bargaining Agreement.

ARTICLE XI

LAYOFF & RECALL

1. **Layoff and Recall:** When it is necessary to make a reduction of the number of employees in a job classification in a department, the following procedure shall be used in making such reduction:

a. Temporary employees, part-time employees, and regular part time employees in the affected job classification within the affected department shall be laid off first, in any order, provided, however, that temporary employees or part-time employees or regular part-time employees may be continued on the job if there are no seniority employees who would otherwise be laid off who have the required qualifications and ability to perform the work being performed by temporary or part-time employees.

b. Probationary employees in the affected job classification within the affected department shall be laid off next in any order.

c. If additional layoffs are required, seniority employees shall be laid off in reverse order of their seniority within the affected job classification within the affected department.

d. Laid off employees who can meet the minimum qualifications will be eligible to bid on a vacant position for up to two years or the Employee's seniority, whichever is less. Job classification seniority is defined as the employee's length of service in their current job classification, and, in addition the employee's length of service in job classifications of equal or higher pay rate within the bargaining unit. Such removed employee shall be entitled to exercise their bargaining unit seniority and be assigned to another job classification of equal or lower pay rate, provided the Employer determines such employee is capable of performing the work in such other job classification. Should an employee or employees be displaced by the procedure outlined in this section, it shall be the employees with the least job classification

seniority. Such employee(s) shall be entitled to exercise bargaining unit seniority as set forth herein.

2. Recalls from layoffs by job classification within a department shall be by order of seniority, provided the employee being recalled is capable of performing the work required.

a. Recalls from layoff shall be made by written notice sent by certified mail to the employee's last address of record. All employees are required to notify their Department Head and the County Clerk of their proper post office address or change of address shown upon its records for all purposes.

b. Each employee who is recalled from lay-off shall report in person or by certified mail to the County Clerk within five (5) work days after being notified of recall, whether or not they intend to return to work for the County, and if they state that they will return to work for the County, they shall report to work on the date specified by the County, which shall not be less than five (5) calendar days after the date of notification of recall. If an employee fails to notify the County Clerk of their decision, within the aforesaid five (5) day period, or notifies the County Clerk that they will not return to work for the County, or having agreed to return to work for the County, fails to report on the date specified, they shall be considered as having voluntarily quit, and the next employee in order of seniority having the necessary ability shall be recalled to work.

3. In the event of pending layoffs, the County and the Union will meet at least ten (10) days prior to such action.

4. The Chief Steward shall be given the names in order of layoff or recall whenever employees are laid off or recalled to work. The Union will also be notified by means of a mailed copy.

5. Laid off employees will have recall rights for up to two (2) years or the employees seniority, whichever is less.

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ARTICLE XII

HOURS OF WORK AND OVERTIME

1. The normal work week shall be Monday through Friday. The normal work day shall be a nine (9) hour period with one (1) hour unpaid lunch, normally arranged between the third and fifth hours of the day, and with two (2) fifteen (15) minute paid breaks as scheduled by the Employer.

2. It is agreed that individual schedules may be assigned to meet County operational and service requirements which can include regular varied schedules as may be necessary on an individual basis.

3. Time and one-half (1 1/2) the employee's regular straight time hourly rate shall be paid for all hours worked over forty (40) hours in any one work week or in excess of eight (8) hours in any day. For purposes of this Article, actual time worked will not include sick time, vacation, personal time, compensatory time or any other type of time which is not actual time worked and it will not be utilized for purpose of computing overtime except that the parties agree that holiday pay will be considered time worked for purposes of this Article only.

4. Employees shall not be required to take time off to compensate for overtime hours worked in the same work week for the purpose of avoiding overtime payment. The Employer may, at the discretion of the Lapeer County Board of Commissioners, upon request of the Employee, provide compensatory time for overtime hours worked. However, said compensatory time must be taken in the payroll period during which the overtime hours were incurred, unless mutually extended by the Employer and the Union.

5. Employees called into work after having completed their normal work day shall be paid a minimum of four (4) hours pay at their regular straight time rate.

6. **Shift Assignment.** If it becomes necessary for the Employer to establish any additional second or third shifts, whether temporarily or permanently, the most senior employees in the classification to be assigned to the new shift will be offered such assignment

first. If the most senior employee declines the shift change, the next lower senior employee will be offered the position. In the event the position is not filled by a volunteer, it will be assigned to the least senior employee who is qualified.

7. **Schedule Changes.** The Employer agrees that when permanent schedules are to be changed, the affected employees will be given at least ten (10) working days advanced notice of their new schedule. However, no work schedule shall be changed for the purpose of avoiding the payment of overtime.

8. **Suspended Work Assignments.** If management ceases operations, but an employee is required to report to work and is provided transportation to work by the Employer, the employee must also be provided transportation from work by the Employer at the completion of the shift. Such employee will be paid at the rate of 100% of their regular pay for all hours worked on that day.

If conditions result in the Employer suspending work and ordering the employees off the property prior to the commencement of normal working hours, all employees scheduled to work will receive their regular rate of pay for that day.

If after the commencement of work the Employer suspends work and orders the employees off the property, only those employees who have reported to work and have been affected by this action will receive their regular rate of pay for the regular hours they could not work that day due to being ordered off the property.

9. **Inclement Weather.** ~~If a facility is not closed, but employees do not report to work, they will be allowed to use their sick, personal, or vacation leave for days not worked.~~
Effective September 10, 2009, in the event that inclement weather causes management to cease operations, employees who do not work because of such closing shall be paid for their rate of pay for that particular day or time that the facility was closed.

10. Equalization of Overtime in General Service/Maintenance and Animal Control. Overtime shall be distributed equally among employees in these departments within each job

classification as far as is practical, while still maintaining effective operations. Employees who refuse overtime assignments shall be credited with the amount refused for purposes of computation.

ARTICLE XIII

HOLIDAYS

1. The County recognizes the following paid Holidays for the period January 1, ~~2004~~ 2007, through December 31, ~~2006~~ 2010:

- New Year's Day
- Good Friday (8 hours)
- Memorial Day
- Fourth of July Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve

2. Employees covered by this Agreement shall not normally be required to work on the designated holidays.

3. Each full-time employee shall be paid for the above mentioned holidays at the employee's regular straight time rate of pay, not including shift differential, under the following eligibility requirements:

The employee must have been paid for the employee's last scheduled (by Employer) working day prior to the holiday, and the employee's next scheduled (by Employer) working day after the holiday. The parties acknowledge that holiday pay will be provided to employees under this provision only when they have not reported to work on the day before or the day after the holiday under the following circumstances: They are on a Pre-Approved advance vacation pay, jury duty, extended paid sick leave, pre-approved advance personal leave and funeral leave, or with medical verification affirming the employee should not report to work the day before / after the holiday. Employees on unpaid leave shall not be entitled to receive holiday pay.

4. Holidays that fall on Saturday or Sunday shall be observed on a designated work day.

5. Employees who may be required to perform necessary work on any one of the above holidays shall receive their regular straight time rate for all hours worked on such holiday, in addition to their regular salary covering the holiday as set forth in number 3 above.

6. Employees who may be required to perform necessary work in excess of eight (8) hours on any of the above holidays shall receive pay equal to double their straight time rate for all hours worked on the holiday in excess of eight (8) hours.

7. Each regular part-time employee shall be paid four (4) hours pay for the above mentioned holidays at the employee's regular straight time rate of pay, not including shift differential, under the following eligibility requirements:

The employee must have been paid for the employee's last scheduled (by Employer) working day prior to the holiday, and the employee's next scheduled (by Employer) working day after the holiday. The parties acknowledge that holiday pay will be provided to employees under this provision only when they have not reported to work on the day before or the day after the holiday under the following circumstances: They are on a Pre-Approved advance vacation pay, jury duty, extended paid sick leave, pre-approved advance personal leave and funeral

leave, or with medical verification affirming the employee should not report to work the day before / after the holiday. Employees on unpaid leave shall not be entitled to receive holiday pay.

8. Temporary and part-time employees shall not be entitled to holiday pay.

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ARTICLE XIV

VACATIONS

1. All full-time employees covered by this Agreement shall be entitled to an annual vacation on the basis of the following schedule:

| <u>LENGTH OF SERVICE</u> | <u>VACATION ENTITLEMENT</u> |
|---|-----------------------------|
| More than 1 year but less than 2 years: | 10 Working days |
| More than 2 years but less than 8 years: | 15 Working days |
| More than 8 years but less than 20 years: | 20 Working days |
| More than 20 years: | 25 Working days |

2. New employees shall be entitled to ten (10) working days vacation on their first anniversary of hire date.

3. The annual vacation entitlement set forth above shall be credited to each employee on his anniversary of hire date.

4. When an employee quits with not less than ten (10) working days notice, they will be paid for accrued but unused vacation.

5. When an employee is laid off for lack of work for an indefinite period, they may elect to be paid for accrued but unused vacation.

6. In the event of death or retirement of an employee, all vacation due them shall be paid in the same manner as for wages due.

7. If an employee is discharged for just cause or quits without giving ten (10) working days notice, no vacation pay will be allowed.

8. An employee who actually works nine (9) months in the previous calendar year, after completion of one (1) year of service, shall be entitled to full vacation privileges. An employee otherwise eligible for vacation entitlement off work for any reason for more than three (3) months shall be entitled to pro rata vacation based upon 1/12 of their full vacation for each month actually worked during the previous calendar year. Each full week in which work is

performed shall be credited as 1/4 of one month's work. One month for pro rata hereunder shall equal 1/12 of one year.

9. Vacation shall be scheduled within each department between the Department Head and the employees involved in order to maintain continuity and efficiency of operations. In case of differences, the senior employee shall be entitled to the preference, but the Department Head shall, in all cases, make the final decision involving vacation allocations, both as to the number who may be off at any one time and vacation dates.

10. Vacations shall be taken in minimum increments of at least four (4) hours. When a holiday is observed by the Employer during an employee's vacation, the vacation will be extended one (1) day continuous with the vacation for the allowance of said holiday.

11. A vacation period may not be waived by an employee and extra pay received for work during that period, except with the approval of the Lapeer County Board of Commissioners and the employee.

12. Regular Part-time employees shall receive prorata vacations based upon the hours they worked in the previous service year. For purposes of computation, one hundred seventy-three (173) hours shall constitute one month. The employee shall receive 1/12 of a full vacation for each one hundred seventy-three (173) hours worked. Fractional days of vacation earned shall be rounded off to the nearest full day.

13. Temporary and part-time employees shall not be entitled to vacations.

14. Vacation time may not be accumulated by an employee.

ARTICLE XV

LONGEVITY

1. All full-time employees covered by this agreement who have completed either ten (10) or fifteen (15) years of continuous service in a full-time capacity (add seven year step effective January 1, 1996) and who have performed nine (9) months of actual work in their anniversary year, shall on the first payroll period in December following their anniversary date of hire, receive an annual longevity payment based upon the following schedule:

~~RATE IN EFFECT PRIOR TO JANUARY 1, 1996~~

- ~~a. Upon completion of ten (10) years of continuous service the sum of three hundred fifty dollars (\$350.00);~~
- ~~b. Upon completion of fifteen (15) years of continuous service the sum of seven hundred dollars (\$700.00); or~~

RATE EFFECTIVE JANUARY 1, 1996

- a. Upon completion of seven (7) years of continuous service the sum of one hundred fifty dollars (\$150.00)
- b. Upon completion of ten (10) years of continuous service the sum of three hundred seventy-five dollars (\$375.00)
- c. Upon completion of fifteen (15) years of continuous service the sum of seven hundred and fifty dollars (\$750.00)

2. Eligible employees who have performed less than nine (9) months of actual work in their anniversary year shall be paid a pro rata longevity payment. For purposes of computing the pro rata longevity payment, one hundred seventy-three (173) hours shall constitute one (1) month. The employees shall receive 1/12 of the longevity payment to which said employee

shall be entitled for each one hundred seventy-three (173) hours worked. Fractional portions of pro rata longevity payment earned shall be rounded off to the nearest 1/12 of full pro rata longevity payment.

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ARTICLE XVI

SICK LEAVE

1. All full-time employees covered by the Agreement shall, after completing one (1) year of service, be entitled to be paid sick leave benefits as provided in this article.

2. Each full-time employee shall be credited with .05 hours of sick leave for each hour paid during a pay period (capped at 80 hours) up to thirteen (13) sick days per year. If an employee is off on sick leave and they exhaust their current sick leave bank, then the accumulation for the time paid in that payroll period will be included in that final paycheck and end accumulation of sick time until the employee returns to work status.

3. Employees with less than one (1) year of service, as of the date of this agreement, and new employees shall be credited .05 hours of sick leave for each hour paid during a pay period (capped at 80 hours) up to thirteen sick days per year.

4. In case of illness, employees who have completed their probationary period but have less than one (1) year of service, may use sick days earned during their first year of employment.

5. Employees shall be entitled to use accrued sick leave days credited to them only for absences due to bona fide personal illnesses or illness of their minor child, or for doctor appointments or serious illness of an immediate family member as defined in the FMLA.

6. Approval of the Employer shall be required on all requests for sick leave. Medical certificates from a licensed physician, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the Employer for each absence, regardless of duration should the Employer have reason to believe the employee is abusing the sick leave privileges. Falsification of the medical certificate, falsely setting forth the reasons for the absence, or failure to promptly obtain the medical certificate when requested shall constitute just cause for disciplinary action up to and including dismissal.

7. Employees shall be entitled to accumulate sick leave days with a limitation of one hundred sixty (160) days accumulation.

8. When an employee quits, retires, is discharged, or for any reason their employment is terminated, all accumulated sick leave days shall be forfeited.

9. Regular part-time employees shall receive prorated sick leave days based upon the hours they worked in the previous anniversary year. For purposes of computation, one hundred seventy-three (173) hours shall constitute one (1) month. The employee shall receive one (1) sick leave day for each one hundred seventy-three hours worked.

10. Temporary and part-time employees shall not be entitled to sick leave benefits.

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ARTICLE XVII

FUNERAL LEAVE

1. Employer agrees that in the event of a death in the employee's immediate family, (spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, legal guardian, stepparent, stepbrother, stepsister, grandparent or grandchild), the employee shall be excused without loss of pay on the dates on which they have been scheduled to work, commencing from the date of death, but not to exceed a total of five (5) consecutive work days.

2. ~~The Employer agrees that effective the date of contract ratification (11/14/05) |~~ In the event of a death of a spouse's grandchild, the employee shall be excused without loss of pay on the dates on which they have been scheduled to work commencing from the date of death, but not to exceed a total of three (3) consecutive working days.

3. The employee shall be excused without loss of pay on the day of the funeral in the case of death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, spouse's aunt, spouse's uncle, spouse's grandmother or spouse's grandfather.

ARTICLE XVIII

MILITARY LEAVE

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

2. Each employee has the option of buying back their past military time, pursuant to State Law.

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ARTICLE XIX

JURY DUTY

1. The County agrees that employees shall be granted a leave of absence with pay when they are required to report to jury duty or subpoenaed for a work related reason. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service or pursuant to a work related subpoena. Seniority will continue to accrue to the employee while on jury duty.

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ARTICLE XX

LEAVE OF ABSENCE AND PERSONAL LEAVE

LEAVE OF ABSENCE

1. Leave of absence without pay may be requested by the employee and will be determined under the County's Leave Without Pay Policy and FMLA Policy, except that employees will not be required when on Family Medical Leave to utilize one (1) week of their vacation.

2. While on leave of absence without pay the employee accrues no vacation time, personal leave or sick leave. Retirement benefits shall not accrue unless specifically required by the Michigan Municipal Employees Retirement Act.

3. An employee off on an unpaid, County approved, leave of absence for one year or less shall be returned to their original position or to an equivalent position if their original position has been eliminated.

4. A leave of absence can be granted for a period of six (6) months. It can be extended for an additional six (6) months upon approval by the Employer. Failure to report for duty after an authorized leave of absence will be considered a resignation by the employee. It is the responsibility of the employee to notify the County of any change of address while on a leave of absence.

PERSONAL LEAVE

1. Each employee or regular part-time employee shall obtain approval for scheduling personal leave days from his supervisor prior to utilizing personal leave days. Such approval shall not be unreasonably withheld.

2. Each full-time employee covered under the terms of this Agreement shall be entitled to three (3) personal leave days each calendar year. Such personal leave days shall not begin until the employee has completed six (6) months of employment. Such personal

leave days shall be limited to use by the employee for personal or business matters that could not normally be handled during the hours or days within the employee's scheduled hours of work.

3. Each regular part-time employee covered under the terms of this Agreement shall be entitled to not more than one and one-half (1 1/2) personal leave days (12 hours) each calendar year. Such personal leave days shall be limited to use by the employee for personal or business matters that could not normally be handled during the hours or days not within the employee's scheduled hours of work.

4. Temporary and part-time employees shall not be entitled to earn any personal leave days.

5. Personal leave days shall not accrue from year to year.

ARTICLE XXI

MILEAGE AND AUTOMOBILE INSURANCE / MEAL ALLOWANCE

1. Employees shall be reimbursed for meals when on official County business outside the County of Lapeer, upon prior approval by the Employer and at rates approved by the Employer.

2. Employees shall be reimbursed at the authorized rate for mileage for using an employee's automobile on official County business, upon approval by the Employer.

3. The Employer shall provide automobile insurance with single limit coverage in the aggregate of one-half million dollars (\$500,000.00), providing coverage for use of employee's automobile while on official County business. The Employer's automobile insurance coverage shall be secondary to the employee's primary personal automobile coverage.

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ARTICLE XXII

HOSPITALIZATION MEDICAL INSURANCE

1. ~~Due to the November 10, 2005 date of contract ratification, Hospital Medical insurance coverage for January 1, 2004 through December 31, 2005 followed the 2003 contract.~~

2. Effective January, 2006, the Employer will provide Blue Care Network (HMO) as the base rate health insurance program and initial base cost with the Blue Cross for Dental and Vision.

3 2 The rates will be set as follows:

a. Employees may elect ~~a CMM/PPO health insurance program~~ the County's alternative health insurance options at a monthly cost, subject to payroll deduction, which will be based on the premium amount in excess of the current benefit rates and upon dependents covered. The employee will be responsible to pay the difference ~~between the CMM/PPO rate and the HMO rate if the CMM/PPO rate is higher~~ in premium expense from the base rate health insurance, if the alternative health rate is higher.

i. The Employer agrees to provide each employee the opportunity to enroll in a Blue Cross/Blue Shield of Michigan Catastrophic Major Medical PPO health insurance program (CMM/PPO) with a \$100/\$200 deductible and Blue Cross/Blue Shield Preferred Prescription Drug Plan with a Ten Dollar (\$10.00) prescription drug card for generics, with a Twenty Dollar (\$20.00) drug card for non-generic prescriptions or any plan equal to the existing plan. The County will purchase a deductible contract and reimburse employees per rate identified in the Compensation Appendix.

~~b. Employees may elect a Traditional BC/BS program at a monthly cost, subject to payroll deduction, which will be based on the premium amount in excess of the current benefit rates and upon dependents covered. The employee will pay the difference between the HMO rate and the Traditional rate if the Traditional rate is higher.~~

~~c. The benefit rate and employee cost is established as identified in the Compensation Appendix (Exhibit E).~~

~~c. The employee may select at their own expense and subject to payroll deduction the family continuation and/or sponsored dependent riders.~~

~~d. There will be an open enrollment period provided to members of this bargaining unit before October 1, 2009.~~

~~e. That the members of the bargaining unit will not have the attached employee cost figures withheld from their paychecks until the October 9, 2009 paycheck which will be for the month of October only. There will be no retroactivity on increases in the Employee's contribution and they will only be effective beginning in the month of October.~~

~~f. The parties acknowledge that the attached document [in Exhibit E](#) regarding the cost and options being provided to the employees in the September 2009 open enrollment are accurate and these rates are accepted by the Union as accurate going forward under the contract.~~

~~g. The parties also acknowledge that the language in the collective bargaining agreement and the interpretation of that language will be the same as in Lapeer County FOC and Lapeer County District Court's 2007-2009 contract and McLaren and Community Blue-12 are not options contained in the collective bargaining agreements.~~

h. The parties have agreed that the first of the Teamster County groups (FOC, DC or CMH) to settle or resolve their collective bargaining agreement for the period beginning January 1, 2010 going forward regarding health, dental and vision insurance will be applicable to members of this bargaining unit.

i. The PEHP [service adjustment](#) will be paid to the individuals eligible in May, 2007 and still in the bargaining unit as of ratification with the amounts contained in the 2007 list. An updated list will be provided.

j. This resolves all issues regarding the interpretation of the health insurance language raised [by the union in the grievances](#) and unfair labor practice.

4. 3 The Employer has established an IRS 125 Plan that will be available to employees covered by this Contract consistent with the County plan.

a. Employees covered by this Agreement who elect not to take Health, Prescription, Vision, and Dental coverage will receive a monthly buy-out payment of ~~\$232 per month~~ as established in the Compensation Exhibit, which can be applied to 125 Benefits or taken as a cash option. If taken as a cash option, all taxes due will be the responsibility of the employee. Employees must provide proof of other medical coverage if this cash option is selected.

5. 4 The Employer agrees to continue selected health insurance coverage, as agreed upon above, under the terms and conditions set forth below:

a. In the event of layoff, the Employer will continue to provide the benefit option selected by the Employee for one (1) month beyond the month in which the employee was laid off, with the understanding that the Employee makes their applicable payments as agreed.

b. In the event of absence due to illness, the Employer will continue to provide the benefit option selected by the Employee in the Employee's absence not to

exceed one (1) year, with the understanding that the Employee makes their applicable payments as agreed.

c. In the event of absence due to a workmen's compensation illness or accident, the Employer will continue to provide option selected by the Employee during the Employee's absence, not to exceed two (2) years, with the understanding that the Employee makes their applicable payments as agreed.

d. In all cases the benefits, eligibility, rights and conditions of coverage shall be as limited and defined in the provisions of the insurance policy.

e. Full-time seniority employees shall be covered starting the first day of the month following the month in which they satisfactorily complete their probationary period.

f. Temporary employees, part-time employees, regular part-time employees, and all employees on leave of absence without pay are specifically excluded from hospitalization medical insurance.

g. The Employer agrees to provide employees who retire under the Lapeer County Retirement Program with MERS (Municipal Employees Retirement System) the opportunity to enroll in the Retiree Health Insurance Program consistent with the procedure established in the Lapeer County Retiree Health Insurance Policy, however, effective January 1, 2007, retirees shall not be included in the County Group Insurance plan after reaching Medicare eligibility age.

ARTICLE XXIII

DENTAL INSURANCE

1. The Employer agrees to provide each employee an opportunity to enroll in a Blue Cross/Blue Shield Comprehensive Preferred dental insurance program with orthodontic coverage under the terms and conditions as set forth in Exhibit "B" (Comprehensive Preferred Group Dental Plan Benefits-at-a-Glance" and Exhibit "E" (the Compensation Appendix). The Employer agrees to pay the full premium for the described dental coverage for the employee and the employee's family. This coverage shall apply to all full-time seniority employees. The Employer agrees to continue payment of said premiums under the terms and conditions set forth below:

a. In the event of layoff, the Employer will pay the premium for one (1) month beyond the month in which the employee was laid off.

b. In the event of absence due to illness, the Employer will pay the premium during such absence, not to exceed one (1) year.

c. In the event of absence due to a workmen's compensation illness or accident, the Employer will pay the premium during such absence, not to exceed two (2) years.

d. In all cases the benefits, eligibility, rights and conditions of coverage shall be as limited and defined in the provisions of the insurance policy.

e. Full-time seniority employees shall be covered starting the first day of the month following the month in which they satisfactorily complete their probationary period.

f. Temporary employees, part-time employees, regular part-time employees and all employees on leave of absence without pay are specifically excluded from dental insurance.

ARTICLE XXIV

OPTICAL INSURANCE

1. The Employer agrees to provide each employee an opportunity to enroll in a Blue Cross/Blue Shield A-80 Optical Plan with a FLVS-A Rider, as established in Exhibit "C" (Blue Vision Care Benefits-at-a-Glance) and Exhibit "E" (the Compensation Appendix). This coverage shall apply to all full-time seniority employees. The Employer agrees to continue payment of said premiums under the terms and conditions set forth below:

a. In the event of a layoff, the Employer will pay the premium for one (1) month beyond the month in which the employee was laid off.

b. In the event of absence due to illness, the Employer will pay the premium during such absence, not to exceed one (1) year.

c. In the event of absence due to workmen's compensation illness or accident, the Employer will pay the premium during such absence, not to exceed two (2) years.

d. In all cases the benefits, eligibility, rights, and conditions of coverage shall be as limited and defined in the provisions of the insurance policy.

e. Full-time seniority employees shall be covered starting the first day of the month following the month in which they satisfactorily complete their probationary period.

f. Temporary employees, part-time employees, regular part-time employees, and all employees on leave of absence without pay are specifically excluded from optical insurance.

ARTICLE XXV

LIFE INSURANCE

1. Employer shall provide each employee Twenty-five Thousand Dollars (\$25,000.00) term life insurance under the following terms and conditions:

a. In the event of layoff, the Employer will pay the premium for one (1) month beyond the month in which the employee was laid off.

b. In the event of absence due to illness, the Employer will pay the premium during such absence, not to exceed one (1) year.

c. In the event of absence due to a workmen's compensation illness or accident, the Employer will pay the premium during such absence, not to exceed two (2) years.

d. In the event of retirement, the employee will be permitted, at their own expense, to maintain their life insurance coverage at the group rate.

ARTICLE XXVI

RETIREMENT

1. Each employee shall be covered by a retirement plan which includes other employees of the County. The County will provide the MERS B-3 Program. The Union shall be furnished a copy of the plan and any changes which the County may institute from time to time. Employees will be afforded the opportunity to attend annual retirement meetings relative to the retirement plan. The County agrees to pay the member's (employees) entire contribution commencing as of January 1, 1998.

2. A Retiree's Medical Insurance Program has been established by the County of Lapeer, and full-time seniority employees covered by the Agreement shall be entitled to participate under the terms established by the County.

HEALTH CARE FOR RETIREES

1. ~~Due to the November 10, 2005 date of contract ratification, "Health Care for Retirees" coverage for January 1, 2004 through November 9, 2005 followed the 2003 contract.~~

2. ~~The following will apply upon the date of contract ratification (~~ from ~~November 10, 2005 forward~~ for those employees who, are vested and retire.

a. The Employer will provide an individual employee post-retirement healthcare program, which could include Retiree Health Savings Accounts and/or Health Care Savings Program (PEHP/HCSP) with a Provider selected by the Employer. The County is currently using the service of MERS (PEHP/HCSP). They will be funded as follows:

i. The County will transfer all existing employee's accounts to the MERS PEHP/HCSP employee vested account. If employee terminates prior to vesting, they are entitled only to the account balance that was transferred from Nationwide for that employee.

ii. The County will contribute \$30 per month of credited service to the employee's non-vested PEHP/HCSP account until employee reaches vesting at ten years of full-time County service.

iii. Upon reaching vesting or for those already vested, the County will transfer the employee's MERS PEHP/HCSP non-vested account to the MERS vested account. As a vested employee, upon termination, the PEHP/HCSP account balance shall be portable.

iv. The County will continue to contribute \$30 per month of credited service to the employee's vested PEHP/HCSP account.

b. ~~A 2004 eligible Service Adjustment will be deposited following contract ratification.~~ The PEHP [service adjustment](#) will be paid to the individuals eligible in May, 2007 and still in the bargaining unit as of ratification with the amounts contained in the 2007 list.

2. Effective for retirees after 1/1/07, they shall not be included in the county group insurance plan after reaching Medicare eligibility age.

ARTICLE XXVII

UNEMPLOYMENT COMPENSATION

1. The Employer shall provide unemployment compensation for all employees as provided by the Michigan Employment Security Commission.

ARTICLE XXVIII

WORKERS COMPENSATION

1. The Employer shall provide applicable workers compensation protection for all employees covered by this Agreement.

ARTICLE XXIX

CLOTHING ALLOWANCE

1. The County agrees to provide the following:
 - a. The County agrees to furnish four (4) shirts and four (4) pairs of pants per year to the Custodians and Maintenance and Drain Maintenance Employees.
 - b. The County agrees to continue to provide Animal Control with all necessary uniforms, and that they be professionally maintained.

ARTICLE XXX

SHIFT DIFFERENTIAL

1. All employees subject to the terms of this Agreement who work shifts designated as night shifts shall be given a night shift differential in addition to the regular hourly job rate for all hours worked within the designated shifts.
2. Shifts designated as night shifts shall be as follows:
 - a. Second shift: a shift scheduled to commence between the hours of 3:00 p.m. and 5:00 p.m.
 - b. Third shift: a shift scheduled to commence between the hours of 11:00 p.m., and 1:00 a.m.
3. The shift differential shall be paid at the rate of an additional four percent (4%) of the regular hourly job rate for the second shift and six percent (6%) of the regular hourly job rate for the third shift.
4. In the event a night shift is worked as an overtime assignment, no shift differential shall be paid.

ARTICLE XXXI

UNION BULLETIN BOARDS

1. The Employer shall provide a bulletin board in the Lapeer County Annex Building, the Lyle Steward Building, and the Lapeer County Complex Building, which may be used by the Union for posting notices of the following types:

- a. Notice of Union recreation and social events.
- b. Notice of Union elections.
- c. Notice of results of Union elections.

2. The Union shall not post any non-union related political matters upon the bulletin board provided for herein. Other materials may be posted on said bulletin board provided it is mutually agreed upon by the Employer and the Union. No notice shall be posted which is not signed and approved by the Union Steward.

ARTICLE XXXII

EMPLOYER POLICY AND WORK RULES

1. The County shall have the right to establish and uniformly enforce personnel policy and/or work rules that do not conflict with or modify the existing agreement. The Lapeer County Personnel Policies' handbook from 1987 is not applicable to members of this bargaining unit. The Collective Bargaining Agreement, as well as policies adopted by the County subsequent to that handbook being distributed, will apply to members of the bargaining unit.

2. Any new work rules must be given to the employees and the Union at least ten (10) working days prior to the implementation date.

3. In the event the proposed Work Rule or Policy is in conflict with or modifies the existing Agreement, at the request of the Union, a conference Committee may be convened to discuss the proposed Work Rule or Policy. In such case, the Work Rule or Policy shall be placed into effect and may be challenged with respect only as to whether it conflicts with a specific provision in the existing agreement through the Grievance Procedure. Any request for a meeting shall be directed to the County. The Employer, if a written policy is adopted, will provide copies to the Union and the Employees.

4. All work rules or policies established now, or hereafter, shall be published by being provided to each departmental supervisor and made available for examination by each employee covered by the rule or policy.

5. The County agrees to maintain a file of established work rules and personnel policies. Such file shall be reviewed and updated at a minimum once every three (3) years.

6. The parties agree that the County's E-mail and Internet Policy will be adopted with the modification suggested by the Union which are involved in the grievance before Arbitrator Erwin Ellmann. The parties further acknowledge the policy will become immediately effective and may be provided to employees once this agreement is ratified. The Arbitration before Arbitrator Ellmann will be withdrawn based upon this agreement.

ARTICLE XXXIII

SAFETY PROCEDURES

1. The Employer agrees that no employees will be assigned to any known unsafe conditions or to operate usage equipment. It shall be the responsibility of the employee involved to report any unsafe conditions to their immediate supervisor. Specific complaints concerning safety shall be put in writing.

2. If the Employee's complaint is not satisfied, they shall notify the Steward who shall meet and discuss the complaint with the supervisor without undue delay.

3. Following the report of the alleged unsafe condition and during investigation by the Steward and Supervisor, the employee may be reassigned to other available work pending evaluation. Where possible, such alternate work shall be commensurate with the employee's daily work schedule, but in no event will the employee suffer a reduction in wages or benefits.

ARTICLE XXXIV

MEETINGS AND SEMINARS

1. The Employer recognizes that employees may be required to attend approved seminars, institutions or conferences. All such associated expenses will be reimbursed by the County. No overtime will be paid to an employee attending a seminar.

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ARTICLE XXXV

SOIL AND SEDIMENTATION POSITION

The parties have agreed this contract will remain open for negotiations regarding the issues and contractual provisions raised by the County regarding the Soil and Sedimentation Position. The parties will negotiate for 60 days after ratification and will utilize the services of the Mediator if requested by either party. If the parties are unable to reach an agreement regarding this position and the issues related to it, the parties have agreed to submit the issues to Fact Finder Thomas Gravelle and should a report be issued by the Fact Finder, the parties agree to carry out their bargaining obligations under PERA.

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ARTICLE XXXVI

RATES FOR NEW JOBS

1. When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union when it establishes a classification and proposed rate. In the event the Union does not agree that the rate is proper, it shall have ten (10) days to notify the Employer of its obligations. The rate shall then be subject to negotiations for sixty (60) days. The Employer may fill the position in the interim, and any adjustments subsequently agreed upon shall be made retroactive to the date when the position was filled. If the parties do not agree upon a wage rate, the rate shall be established in conformance with the process used by the Rye Study and shall not be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

ARTICLE XXXVII

CLASSIFICATION CHANGES

1. The County agrees it will not unilaterally alter or modify classifications established in this document without notifying the Union at least 30 days before such modification.

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ARTICLE XXXVIII

UNION RIGHTS

1. In addition to the protections provided by the Public Employee Relations Act, and the Union acknowledges that no grievance based on alleged violation of the PERA can be filed, the Employer agrees that no classification and/or work listed under the present certification will be removed from the bargaining unit or reassigned to non-bargaining unit employees by the County if it will cause a layoff or a reduction in pay for a bargaining unit member. This will not include Statutory or Court mandated changes.

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ARTICLE XXXIX

NON-BARGAINING UNIT PERSONNEL

1. If it becomes necessary to reduce the present workforce, the work normally performed by the employees affected will be distributed equally among the remaining qualified employees before it is assigned to non-bargaining unit employees. However, such assignment will not be used to avoid the recall of employees whenever it becomes economically possible.

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ARTICLE XL

SEVERABILITY AND SAVINGS CLAUSE

1. If any article or section of this contract, or if any riders thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2. In the event that any article or section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE XLI

EXTRA CONTRACTS

1. The Employer agrees not to enter into any agreement with another labor organization during the life of this agreement with respect to the employees covered by this agreement, or any agreement or contract with the said employees individually or collectively, which in any way conflicts with the terms or provisions of this agreement, or which, in any way, affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

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ARTICLE XLII

AMENDMENT OR MODIFICATION OF AGREEMENT

1. Upon mutual agreement of the Employer and Union, this Agreement may be amended or modified in writing at any time during its term.

2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity in the 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 understanding 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 waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XLIII

TERMINATION OF AGREEMENT

1. This Agreement shall be in full force and effect from its date of execution to and including December 31, 2010, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration.

2. It is further provided that if no such cancellation or termination notice is served on either the Employer or Union and they desire to continue said Agreement, but also desire to negotiate changes or revisions of this agreement, the Employer or Union may serve upon the other a notice, at least sixty (60) days prior to the expiration date of the contract, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of Agreement.

ARTICLE XLIV

EFFECTIVE DATE OF AGREEMENT

1. The Employer and the Union agree that this Collective Bargaining Agreement shall become effective as of the date of its execution, except for the Classification / Wage Schedule annexed hereto and described as "Exhibit D" and "~~Exhibit E~~" shall become effective as follows:

| | |
|-----------------|---|
| 2004 | Increase 1.65% with no retroactivity. |
| 2005 | Increase 2.0% effective first payroll period following the date of ratification with no other retroactivity. |
| 2006 | Increase 2.0% effective the first payroll period in 2006. |
| <u>2007</u> | <u>Increase 2.0%, with no retroactivity.</u> |
| <u>2008</u> | <u>Increase 2.0%, with no retroactivity.</u> |
| <u>2009</u> | <u>Increase 2.0%, with no retroactivity.</u> |
| <u>2010</u> | <u>0%</u> |

The raises above were implemented prospectively only for the pay period beginning September 21, 2009 for employees on the payroll on that date. No retroactivity.

~~To be eligible to receive a settlement adjustment of four hundred dollars (\$400.00), an employee must be on the January 1, 2005 payroll of any Lapeer County Department or Court and continue to be on payroll through date of ratification.~~

ARTICLE XLV

VACANCIES

1. **Permanent Transfers.** Whenever a vacancy occurs in any job classification in any department covered by this Agreement, the vacancy shall be filled in accordance with the following procedures:

Definition: A transfer is an action taken by the employer. Filling a vacancy is an action taken by employees who are qualified. Transfers can be voluntary or involuntary, but are technically different than the filling of a vacancy.

a. The County will post a notice of such vacancy for five (5) working days on the bulletin board at the County Annex Building, the John T. Rich Building, and Lapeer County Complex Building, as provided for by this Agreement, setting forth the title of the job classification, the department in which it is located, the rate of pay, and a brief description of the required duties.

b. All employees in any lower-paying job classification of this agreement shall be eligible to submit a bid in writing requesting consideration for a permanent transfer to the job classification and department where the posted vacancy exists. Bids shall be considered first from those who work in the bargaining unit where the posted vacancy exists, but, if the County determines there is no qualified bidder in that department, bids may then be considered from employees in other departments covered by this Agreement.

i. All employees who meet the minimum qualifications shall be eligible to fill the vacancy, as outlined in current job description, the Employer retains the right to determine the most qualified based upon documented evidence.

c. Employees who have submitted timely bids to fill the posted vacancy shall be considered in the order specified in the paragraph above. In order to be awarded a

permanent transfer an employee must possess at the time of the award, suitable qualifications and ability to perform the work required by the County for the posted job classification. If two or more employees possess such qualifications and abilities, the permanent transfer shall be awarded to the employee determined by the County to have the better qualifications and abilities. Notice of the successful bidder, if any, shall be posted within ten (10) working days after the bidding closes at the County Annex Building, the John T. Rich Building, and the Lapeer County Complex Building.

i. Employees in the same department shall be given preference.

d. An employee awarded a permanent transfer to a new job classification pursuant to the provisions of this section may be required to remain in their old job up to thirty (30) work days or longer by mutual consent until a proper replacement can be obtained. An employee awarded a new job classification shall have a training period not to exceed thirty (30) work days to qualify for such new job classification. By mutual agreement of the Union and the County, this thirty (30) day period may be extended. The County may disqualify an employee prior to such thirty (30) day period where lack of ability to qualify is clear to the County. An employee may also request to be returned to his former position prior to the completion of the thirty (30) day period without loss of seniority rights. An employee who fails to qualify shall be returned to his former job classification and department without loss of seniority rights.

i. If more than one employee is qualified, seniority shall be the considering factor.

e. An employee who successfully bids for and is awarded a permanent transfer to a new job classification outside their department shall not be entitled to bid for any other job classification for a period of twelve (12) months. (Exceptions to this rule may be made by mutual agreement between the County and the Union).

f. The successful employee would be given training and orientation by a qualified employee in the new position for thirty (30) days. If the employee is not successful during the training period, they shall be allowed to return to their former classification and department.

g. In the event no qualified bidders are available in the opinion of the County, through the bidding procedure established by this section, the County may fill the posted vacancy by hiring a new employee.

h. Employees shall not be permitted to maintain their name on more than one job classification seniority list at any one time.

i. In the event an employee successfully bids and is awarded a permanent transfer to a new job classification, they shall be placed on the bottom of the seniority list for the job classification in the department to which they are permanently transferred and given a date-of-entry seniority date for lay-off and recall purposes, and their name shall be removed from the seniority list of their former job classification. The new job classification in the department to which they have been permanently transferred shall thereupon become his permanent job classification seniority only in that job classification and department.

j. Employees who successfully bid for, and are awarded a permanent transfer to a higher paying job classification, will be placed in the first step of the new level that affords a pay increase.

k. An employee who elects to be demoted to a lower classification shall be placed in the step of the new classification that is closest but does not exceed the current rate of the vacated classification.

2. **Temporary Transfers.** In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the County may fill such temporary job vacancy without following the procedure set forth above for a period not to

exceed forty-five (45) working days, or such longer time as may be mutually agreed upon by the County and the Union. The employer may hire temporary employees for the duration of an approved leave of absence without pay.

3. In the event the temporary job vacancy exceeds forty-five (45) working days and the time for the temporary transfer is not extended by mutual agreement between the County and the Union, the temporary job vacancy shall be filled for the balance of the temporary absence by following the job bidding procedure set forth above. Such postings shall be marked as temporary vacancies only, so that the bidding employees may know of the temporary nature of the vacancy. Vacancies created by a successful bid under this subsection may be filled in accordance with the temporary transfer provisions of this contract.

4. An employee temporarily transferred shall acquire no seniority in the job classification or department to which they are temporarily transferred, and upon completion of the temporary transfer, the employee so transferred shall return to the job classification and department where they hold seniority.

5. **Temporary Transfer Pay.** An employee temporarily transferred by specific assignment by the County to a higher grade job shall receive the rate of pay for the job classification to which they are temporarily assigned after working in said job classification for a period of forty (40) cumulative, but not successive hours. They will receive the next pay step higher in the job classification to which they are transferred than the pay step they receive in the job classification from which they are transferred. If the transfer is not to a higher classified job, they shall continue to receive the pay for their own job classification during the temporary transfer.

6. **Transfer Out of Unit.** Any employee who is transferred out of the bargaining unit covered by this Agreement, but who continues as an employee of the County, shall retain their seniority within their job classification in their department in the event they are returned by

the County to the bargaining unit covered by this Agreement, provided, however, such employee shall not accumulate seniority while they are out of the bargaining Unit.

7. **Emergency Permanent Transfers.** In the event conditions arise during the term of this Agreement which result in a major reduction in the number of employees in a department or departments due to revenues, assumption of duties by another governmental body or agency, or similar unanticipated reasons, the County and the Union shall meet and review the respective work qualifications of the affected employees, including prior experience with another employer, in a good faith effort to determine whether or not such affected employees can be transferred to another department and replace employees with less unit-wide seniority without adversely affecting the County's operations. Any such transfer shall take into consideration the probable effect upon efficiency of operations, the respective qualifications and abilities of the employees involved and the ability of the transferred employee to perform the available work with normal supervision and instruction.

***CLASSIFICATION SUMMARY BY LEVEL**

| Pay Grade | <u>NEW</u> | Level | <u>OLD</u> |
|------------------|---|--------------|---|
| 2 | Custodian – Bldg & Grds | Level 1 | Custodian |
| 3 | Microfilm Operator | Level II | Clerk Kennel Attendant Program Aid |
| 4 | Clerk/Typist-Pros Atty Clerk/Typist-Drain Commission Secretary-County Clerk Clerk/Typist-R.O.D. Secretary Cooperative_Exten Administrative Secretary-Vet Affairs Cook – Jail Deputy County Clerk | Level III | Building Maintenance Park Operations Worker Drain Maint Technician/Equip Operator |
| 5 | Account Clerk – Treasurer Circuit Court Clerk Account Clerk-Fin/Bldg & Grnds Legal Secretary Account Clerk-Parks & Rec | Level IV | Account Clerk Circuit Court Clerk Tax Roll Specialist Secretary Mapping Technician |
| 6 | Payroll/Benefits Coordinator Tax Roll Specialist Mapping Technician Accounts Payable Coordinator Bldg&Grnds Maintenance Worker Animal Control Officer 1 Animal Control Officer 3 Drain Maintenance Data Entry Coordinator Senior Legal Secretary Admin Account Clerk-Drains Admin Secretary-Coop MSU Ext | Level V | Payroll Benefits Coordinator Legal Secretary Program Coordinator Food Services Coordinator Veterans Counselor Animal Control Officer |
| 7 | Deputy Register of Deeds Admin Legal Sec – Pros Atty Data Management Coordinator Victim Advocate Drain Maintenance Supervisor Property Appraiser | Level VI | Senior Circuit Court Clerk Administrative Secretary Central Service Tech Administrative Account Clerk Drain Maintenance Supervisor |
| 8 | Chief Property Appraiser | Level VII | Victim’s Rights Advocate |
| 9 | Dir of Victim Services/Office Mgr | Level VIII | Appraiser |
| | | Level IX | Master Mechanic |
| | | Level X | Chief Appraiser Victim’s Rights Coordinator |

* A Letter of Understanding will be executed by the parties showing the implementation of the classifications through the Rve Studv.

EXHIBIT A

1. The parties acknowledge the implementation of the Rye Study includes all job descriptions and job titles.

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Lapeer County - 48218

**Blue Cross
Blue Shield
Of Michigan**

A nonprofit corporation and independent license of the Blue Cross and Blue Shield

Dental Plan Benefits-at-a-Glance

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Class I Services

| | |
|--|--|
| Oral exams | Covered – 100%, twice per calendar year |
| A set (up to 4) of bitewing X-rays | Covered – 100%, twice per calendar year |
| Full-mouth and panoramic X-rays | Covered – 100%, once every 60 months |
| Prophylaxis (teeth cleaning) | Covered – 100%, twice per calendar year |
| Fluoride treatment | Covered – 100%, twice per calendar year |
| Space maintainers – missing posterior (back) primary teeth | Covered – 100%, once per quadrant per lifetime, up to age 19 |

Class II Services

| | |
|--|--|
| Fillings – permanent teeth | Covered – 50%, once every 24 months |
| Fillings – primary teeth | Covered – 50%, once every 12 months |
| Onlays, crowns and veneer fillings – permanent teeth | Covered – 50%, once every 60 months, payable for members age 12 and older |
| Recementing of crowns, veneers, onlays and bridges | Covered – 50%, three times per calendar year after six months from original restoration. |
| Oral surgery including extractions | Covered – 50% |
| Root canal treatment – permanent tooth | Covered – 50%, once every 12 months for tooth with one or more canals |
| Scalling and root planning | Covered – 50%, once every 24 months per quadrant |
| Occlusal adjustments | Covered – 50%, up to five times in a 60-month period |
| Occlusal biteguards | Covered – 50%, once every 12 months |
| General anesthesia or IV sedation | Covered – 50%, when medically necessary and performed with oral or dental surgery |
| Palliative (emergency) treatment | Covered – 50% |
| Adjustment of dentures | Covered – 50%, six months or more after it is delivered |
| Relining or rebasing of partials or complete dentures | Covered – 50%, once every 36 months per arch |
| Tissue conditioning | Covered – 50%, once every 36 months per arch |
| Repair and adjustments or partial or complete dentures | Covered – 50% |

Class III Services

| | |
|---|--|
| Removable dentures (complete and partial) | Covered – 50% |
| Bridges (fixed partial dentures) | Covered – 50%, once every 60 months after original was delivered |

Class IV Services – Orthodontic services for dependents under age 19

| | |
|--|---------------|
| Minor treatment for tooth guidance appliances | Covered – 50% |
| Minor treatment to control harmful habits | Covered – 50% |
| Interceptive and comprehensive orthodontic treatment | Covered – 50% |
| Pos-treatment stabilization | Covered – 50% |
| Cephalometric film (skull) and diagnostic photos | Covered – 50% |

Copays and Dollar Maximums

| | |
|------------------|---|
| Copays | 50% for class II, III and IV services |
| Dollar Maximums | |
| • Annual Maximum | \$1,000 per member for class I, II and III services |
| • Maximum | \$1,000 per member for class IV services |

Exhibit C

In urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination before treatment begins. If you receive care from a nonparticipating dentist, you may be

Lapeer County - 48218

**Blue Cross
Blue Shield
Of Michigan**

A nonprofit corporation and independent license of the Blue Cross and Blue Shield

Blue Vision Care (A80) Coverage Benefits-at-a-Glance

| | Participating Provider | Nonparticipating Provider |
|---|---|---|
| Vision Testing Examination | | |
| Eye Exam | Covered - \$5 copay | Covered – 75% after \$5 copay Once every 12 months |
| Frames – Members may obtain either eyeglasses or contact lenses, but not both. | | |
| Frames | Covered - \$7.50 copay, Combined with copay for lenses | Covered – Up to predetermined amount One frame every 12 months |
| Lenses – Members may obtain either eyeglasses or contact lenses, but not both. | | |
| Standard Lenses, less than 65 mm in diameter | Covered - \$7.50 copay, Combined with copay for frames | Covered – Up to predetermined amount One pair every 12 months |
| Cosmetic Contact Lenses, not medically necessary | Covered – Up to a maximum Payment of \$35, member responsible for different | Covered – Up to predetermined amount |
| Therapeutic Contact Lenses, medically necessary | Covered - \$7.50 copay | Once every 12 months Covered – Up to a predetermined amount Once every 12 months |
| Copays | | |
| • Eye exam | \$5 copay | \$5 copay |
| • Frames and/o lenses or therapeutic contact lenses | A combined %7.50 copay | Member responsible for difference Between approved amount and provider’s charge |

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

EXHIBIT D
County of Lapeer & General Teamsters
January 1, 2007
2% Increase. No retroactivity.

| <u>PAY GRADE</u> | <u>DESCRIPTION</u> | <u>#</u> | <u>ENTRY</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|-----------------------------|---------------------------|-----------------|---------------------|----------------------|----------------------|----------------------|
|-----------------------------|---------------------------|-----------------|---------------------|----------------------|----------------------|----------------------|

Lapeer County General Unit / Teamsters Local 214
 January 1, 2007 through December 31, 2010

| | | | | | | | |
|------------|----------|--|----------|-----------------|-----------------|-----------------|-----------------|
| <u>200</u> | <u>2</u> | <u>Custodian-Bldg. & Grnds.</u> | <u>2</u> | <u>\$ 10.31</u> | <u>\$ 11.16</u> | <u>\$ 12.03</u> | <u>\$ 12.89</u> |
| <u>201</u> | <u>3</u> | <u>Microfilm Operator</u> | <u>2</u> | <u>\$ 10.91</u> | <u>\$ 11.82</u> | <u>\$ 12.73</u> | <u>\$ 13.65</u> |
| <u>202</u> | <u>4</u> | <u>Clerk/Typist-Pros. Atty.</u> | <u>1</u> | <u>\$ 11.51</u> | <u>\$ 12.48</u> | <u>\$ 13.43</u> | <u>\$ 14.39</u> |
| <u>202</u> | | <u>Clerk/Typist - Drain Commission</u> | <u>1</u> | <u>\$ 11.51</u> | <u>\$ 12.48</u> | <u>\$ 13.43</u> | <u>\$ 14.39</u> |
| <u>202</u> | | <u>Secretary-County Clerk</u> | <u>1</u> | <u>\$ 11.51</u> | <u>\$ 12.48</u> | <u>\$ 13.43</u> | <u>\$ 14.39</u> |
| <u>202</u> | | <u>Clerk/Typist-R.O.D.</u> | <u>1</u> | <u>\$ 11.51</u> | <u>\$ 12.48</u> | <u>\$ 13.43</u> | <u>\$ 14.39</u> |
| <u>202</u> | | <u>Secretary-MSU Extension</u> | <u>2</u> | <u>\$ 11.51</u> | <u>\$ 12.48</u> | <u>\$ 13.43</u> | <u>\$ 14.39</u> |
| <u>202</u> | | <u>Administrative Secretary-Vet Aff</u> | <u>1</u> | <u>\$ 11.51</u> | <u>\$ 12.48</u> | <u>\$ 13.43</u> | <u>\$ 14.39</u> |
| <u>203</u> | | <u>Cook - Jail (thru 8/31/05)</u> | <u>1</u> | <u>\$ 11.51</u> | <u>\$ 12.48</u> | <u>\$ 13.43</u> | <u>\$ 14.39</u> |
| <u>202</u> | | <u>Deputy County Clerk</u> | <u>1</u> | <u>\$ 11.51</u> | <u>\$ 12.48</u> | <u>\$ 13.43</u> | <u>\$ 14.39</u> |
| <u>208</u> | <u>5</u> | <u>Circuit Court Clerk</u> | <u>3</u> | <u>\$ 12.30</u> | <u>\$ 13.32</u> | <u>\$ 14.35</u> | <u>\$ 15.38</u> |
| <u>212</u> | | <u>Legal Secretary</u> | <u>3</u> | <u>\$ 12.30</u> | <u>\$ 13.32</u> | <u>\$ 14.35</u> | <u>\$ 15.38</u> |
| <u>207</u> | | <u>Account Clerk - Treasurer</u> | <u>2</u> | <u>\$ 12.30</u> | <u>\$ 13.32</u> | <u>\$ 14.35</u> | <u>\$ 15.38</u> |
| <u>207</u> | | <u>Acct. Clerk- Finance/Bldg. & Grnds.</u> | <u>1</u> | <u>\$ 12.30</u> | <u>\$ 13.32</u> | <u>\$ 14.35</u> | <u>\$ 15.38</u> |
| <u>207</u> | | <u>Account Clerk-Parks & Rec.</u> | <u>1</u> | <u>\$ 12.30</u> | <u>\$ 13.32</u> | <u>\$ 14.35</u> | <u>\$ 15.38</u> |
| <u>209</u> | <u>6</u> | <u>Tax Roll Specialist</u> | <u>2</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>206</u> | | <u>Mapping Technician</u> | <u>1</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>209</u> | | <u>Land Managemt Acct Clerk (eff 4/26/04)</u> | <u>3</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>210</u> | | <u>Accounts Payable Coordinator</u> | <u>1</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>204</u> | | <u>Bldg. & Grnds. Maintenance Wkr.</u> | <u>3</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>215</u> | | <u>Drain Maintenance Tech / Equipment Oper</u> | <u>2</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| | | <u>Data Entry Coordinator</u> | | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>214</u> | | <u>Senior Legal Secretary</u> | <u>1</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>211</u> | | <u>Payroll/Benefits Coordinator</u> | <u>1</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>216</u> | | <u>Animal Control Officer</u> | <u>3</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>218</u> | | <u>Administrative Account Clerk-Drains</u> | <u>1</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>218</u> | | <u>Administrative Secretary-MSU Extension</u> | <u>1</u> | <u>\$ 13.31</u> | <u>\$ 14.42</u> | <u>\$ 15.53</u> | <u>\$ 16.64</u> |
| <u>220</u> | <u>7</u> | <u>Admin. Legal Secty-Pros. Atty.</u> | <u>1</u> | <u>\$ 14.38</u> | <u>\$ 15.58</u> | <u>\$ 16.77</u> | <u>\$ 17.98</u> |
| <u>224</u> | | <u>Deputy Register of Deeds</u> | <u>1</u> | <u>\$ 14.38</u> | <u>\$ 15.58</u> | <u>\$ 16.77</u> | <u>\$ 17.98</u> |
| <u>219</u> | | <u>Data Management Coordinator</u> | <u>1</u> | <u>\$ 14.38</u> | <u>\$ 15.58</u> | <u>\$ 16.77</u> | <u>\$ 17.98</u> |
| <u>222</u> | | <u>Drain Maintenance Supervisor</u> | <u>1</u> | <u>\$ 14.38</u> | <u>\$ 15.58</u> | <u>\$ 16.77</u> | <u>\$ 17.98</u> |
| <u>221</u> | | <u>Victim Advocate</u> | <u>1</u> | <u>\$ 14.38</u> | <u>\$ 15.58</u> | <u>\$ 16.77</u> | <u>\$ 17.98</u> |
| <u>223</u> | | <u>Property Appraiser</u> | <u>1</u> | <u>\$ 14.38</u> | <u>\$ 15.58</u> | <u>\$ 16.77</u> | <u>\$ 17.98</u> |
| <u>225</u> | <u>8</u> | <u>Chief Property Appraiser</u> | <u>1</u> | <u>\$ 15.53</u> | <u>\$ 16.83</u> | <u>\$ 18.12</u> | <u>\$ 19.42</u> |
| <u>226</u> | <u>9</u> | <u>Dir. Of Victim Services/Office Manager</u> | <u>1</u> | <u>\$ 16.78</u> | <u>\$ 18.19</u> | <u>\$ 19.58</u> | <u>\$ 20.98</u> |

Employees hired after 1/1/07 shall be encouraged to utilize direct deposit.

If allowed by law, employees who do not participate in direct deposit will be charged a fee of \$25.00 for stop payment and/or \$25.00 for separate check run for a lost or destroyed payroll check.

County of Lapeer & General Teamsters

EXHIBIT D (Con't)

*

January 1, 2008

2% Increase. No retroactivity.

| <u>PAY</u> | <u>GRADE</u> | <u>DESCRIPTION</u> | <u>#</u> | <u>ENTRY</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|------------|--------------|-------------------------------------|----------|-----------------|-----------------|-----------------|-----------------|
| <u>200</u> | <u>2</u> | <u>Custodian-Bldg. & Grnds.</u> | <u>2</u> | <u>\$ 10.52</u> | <u>\$ 11.39</u> | <u>\$ 12.27</u> | <u>\$ 13.15</u> |

Lapeer County General Unit / Teamsters Local 214
 January 1, 2007 through December 31, 2010

| | | | | | | | |
|------------|---|---|---|----------|----------|----------|----------|
| <u>201</u> | 3 | <u>Microfilm Operator</u> | 1 | \$ 11.12 | \$ 12.06 | \$ 12.98 | \$ 13.92 |
| <u>202</u> | 4 | <u>Clerk/Typist-Pros. Atty.</u> | 1 | \$ 11.74 | \$ 12.73 | \$ 13.70 | \$ 14.68 |
| <u>202</u> | | <u>Clerk/Typist - Drain Commission</u> | 1 | \$ 11.74 | \$ 12.73 | \$ 13.70 | \$ 14.68 |
| <u>202</u> | | <u>Secretary-County Clerk</u> | 1 | \$ 11.74 | \$ 12.73 | \$ 13.70 | \$ 14.68 |
| <u>202</u> | | <u>Clerk/Typist-R.O.D.</u> | 1 | \$ 11.74 | \$ 12.73 | \$ 13.70 | \$ 14.68 |
| <u>202</u> | | <u>Secretary-MSU Extension</u> | 2 | \$ 11.74 | \$ 12.73 | \$ 13.70 | \$ 14.68 |
| <u>202</u> | | <u>Administrative Secretary-Vet Aff</u> | 1 | \$ 11.74 | \$ 12.73 | \$ 13.70 | \$ 14.68 |
| <u>202</u> | | <u>Deputy County Clerk</u> | 1 | \$ 11.74 | \$ 12.73 | \$ 13.70 | \$ 14.68 |
| <u>203</u> | | <u>Clerk Typist-Comm Develop (eff 11/2/05)</u> | 1 | \$ 11.74 | \$ 12.73 | \$ 13.70 | \$ 14.68 |
| <u>208</u> | 5 | <u>Circuit Court Clerk</u> | 3 | \$ 12.54 | \$ 13.59 | \$ 14.63 | \$ 15.69 |
| <u>212</u> | | <u>Legal Secretary</u> | 3 | \$ 12.54 | \$ 13.59 | \$ 14.63 | \$ 15.69 |
| <u>207</u> | | <u>Account Clerk - Treasurer</u> | 2 | \$ 12.54 | \$ 13.59 | \$ 14.63 | \$ 15.69 |
| <u>207</u> | | <u>Acct. Clerk- Finance/Bldg. & Grnds.</u> | 1 | \$ 12.54 | \$ 13.59 | \$ 14.63 | \$ 15.69 |
| <u>207</u> | | <u>Account Clerk-Parks & Rec.</u> | 1 | \$ 12.54 | \$ 13.59 | \$ 14.63 | \$ 15.69 |
| <u>209</u> | 6 | <u>Land Management Acct Clerk</u> | 3 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>209</u> | | <u>Tax Roll Specialist</u> | 2 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>209</u> | | <u>Mapping Technician</u> | 1 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>206</u> | | <u>Soil Eros & Sed Control Supv (eff 11/2/05)</u> | 1 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>210</u> | | <u>Accounts Payable Coordinator</u> | 1 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>204</u> | | <u>Bldg. & Grnds. Maintenance Wkr.</u> | 3 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>215</u> | | <u>Drain Maintenance Tech / Equipment Oper</u> | 2 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| | | <u>Data Entry Coordinator</u> | | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>214</u> | | <u>Senior Legal Secretary</u> | 1 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>211</u> | | <u>Payroll/Benefits Coordinator</u> | 1 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>216</u> | | <u>Animal Control Officer</u> | 3 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>218</u> | | <u>Administrative Account Clerk-Drains</u> | 1 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>218</u> | | <u>Administrative Secretary-MSU Ext.</u> | 1 | \$ 13.58 | \$ 14.71 | \$ 15.84 | \$ 16.98 |
| <u>220</u> | 7 | <u>Admin. Legal Secty-Pros. Atty.</u> | 1 | \$ 14.67 | \$ 15.89 | \$ 17.11 | \$ 18.34 |
| <u>224</u> | | <u>Deputy Register of Deeds</u> | 1 | \$ 14.67 | \$ 15.89 | \$ 17.11 | \$ 18.34 |
| <u>219</u> | | <u>Data Management Coordinator</u> | 1 | \$ 14.67 | \$ 15.89 | \$ 17.11 | \$ 18.34 |
| <u>222</u> | | <u>Drain Maintenance Supervisor</u> | 1 | \$ 14.67 | \$ 15.89 | \$ 17.11 | \$ 18.34 |
| <u>221</u> | | <u>Victim Advocate</u> | 1 | \$ 14.67 | \$ 15.89 | \$ 17.11 | \$ 18.34 |
| <u>223</u> | | <u>Property Appraiser</u> | 1 | \$ 14.67 | \$ 15.89 | \$ 17.11 | \$ 18.34 |
| <u>225</u> | 8 | <u>Chief Property Appraiser</u> | 1 | \$ 15.84 | \$ 17.16 | \$ 18.48 | \$ 19.81 |
| <u>226</u> | 9 | <u>Dir. Of Victim Services/Office Manager</u> | 1 | \$ 17.12 | \$ 18.55 | \$ 19.97 | \$ 21.40 |

Employees hired after 1/1/07 shall be encouraged to utilize direct deposit.

If allowed by law, employees who do not participate in direct deposit will be charged a fee of \$25.00 for stop payment and/or \$25.00 for separate check run for a lost or destroyed payroll check.

County of Lapeer & General Teamsters

January 1, 2009

2% Increase. No retroactivity.

January 1, 2010

0% Increase

EXHIBIT D (Con't)

| <u>PAY GRADE</u> | <u>DESCRIPTION</u> | <u>#</u> | <u>ENTRY</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | |
|------------------|--------------------|-------------------------------------|--------------|-----------------|-----------------|-----------------|-----------------|
| <u>200</u> | <u>2</u> | <u>Custodian-Bldg. & Grnds.</u> | <u>2</u> | <u>\$ 10.73</u> | <u>\$ 11.62</u> | <u>\$ 12.51</u> | <u>\$ 13.41</u> |

Lapeer County General Unit / Teamsters Local 214
 January 1, 2007 through December 31, 2010

| | | | | | | | |
|------------|----------|--|----------|-----------------|-----------------|-----------------|-----------------|
| <u>201</u> | <u>3</u> | <u>Microfilm Operator</u> | <u>1</u> | <u>\$ 11.35</u> | <u>\$ 12.30</u> | <u>\$ 13.24</u> | <u>\$ 14.20</u> |
| <u>202</u> | <u>4</u> | <u>Clerk/Typist-Pros. Atty.</u> | <u>1</u> | <u>\$ 11.97</u> | <u>\$ 12.98</u> | <u>\$ 13.97</u> | <u>\$ 14.97</u> |
| <u>202</u> | | <u>Clerk/Typist - Drain Commission</u> | <u>1</u> | <u>\$ 11.97</u> | <u>\$ 12.98</u> | <u>\$ 13.97</u> | <u>\$ 14.97</u> |
| <u>202</u> | | <u>Secretary-County Clerk</u> | <u>1</u> | <u>\$ 11.97</u> | <u>\$ 12.98</u> | <u>\$ 13.97</u> | <u>\$ 14.97</u> |
| <u>202</u> | | <u>Clerk/Typist-R.O.D.</u> | <u>1</u> | <u>\$ 11.97</u> | <u>\$ 12.98</u> | <u>\$ 13.97</u> | <u>\$ 14.97</u> |
| <u>202</u> | | <u>Secretary-MSU Extension</u> | <u>2</u> | <u>\$ 11.97</u> | <u>\$ 12.98</u> | <u>\$ 13.97</u> | <u>\$ 14.97</u> |
| <u>202</u> | | <u>Administrative Secretary-Vet Aff</u> | <u>1</u> | <u>\$ 11.97</u> | <u>\$ 12.98</u> | <u>\$ 13.97</u> | <u>\$ 14.97</u> |
| <u>202</u> | | <u>Deputy County Clerk</u> | <u>1</u> | <u>\$ 11.97</u> | <u>\$ 12.98</u> | <u>\$ 13.97</u> | <u>\$ 14.97</u> |
| <u>203</u> | | <u>Clerk Typist-Comm Develop</u> | <u>1</u> | <u>\$ 11.97</u> | <u>\$ 12.98</u> | <u>\$ 13.97</u> | <u>\$ 14.97</u> |
| <u>208</u> | <u>5</u> | <u>Circuit Court Clerk</u> | <u>3</u> | <u>\$ 12.79</u> | <u>\$ 13.86</u> | <u>\$ 14.93</u> | <u>\$ 16.00</u> |
| <u>212</u> | | <u>Legal Secretary</u> | <u>3</u> | <u>\$ 12.79</u> | <u>\$ 13.86</u> | <u>\$ 14.93</u> | <u>\$ 16.00</u> |
| <u>207</u> | | <u>Account Clerk - Treasurer</u> | <u>2</u> | <u>\$ 12.79</u> | <u>\$ 13.86</u> | <u>\$ 14.93</u> | <u>\$ 16.00</u> |
| <u>207</u> | | <u>Acct. Clerk- Finance/Bldg. & Grnds.</u> | <u>1</u> | <u>\$ 12.79</u> | <u>\$ 13.86</u> | <u>\$ 14.93</u> | <u>\$ 16.00</u> |
| <u>207</u> | | <u>Account Clerk-Parks & Rec.</u> | <u>1</u> | <u>\$ 12.79</u> | <u>\$ 13.86</u> | <u>\$ 14.93</u> | <u>\$ 16.00</u> |
| <u>209</u> | <u>6</u> | <u>Land Management Acct Clerk</u> | <u>3</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>209</u> | | <u>Tax Roll Specialist</u> | <u>2</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>209</u> | | <u>Mapping Technician</u> | <u>1</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>206</u> | | <u>Soil Erosion & Sed Control Supv</u> | <u>1</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>210</u> | | <u>Accounts Payable Coordinator</u> | <u>1</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>204</u> | | <u>Bldg. & Grnds. Maintenance Wkr.</u> | <u>3</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>215</u> | | <u>Drain Maintenance Tech / Equipment Oper</u> | <u>2</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| | | <u>Data Entry Coordinator</u> | | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>214</u> | | <u>Senior Legal Secretary</u> | <u>1</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>211</u> | | <u>Payroll/Benefits Coordinator</u> | <u>1</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>216</u> | | <u>Animal Control Officer</u> | <u>3</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>218</u> | | <u>Administrative Account Clerk-Drains</u> | <u>1</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>218</u> | | <u>Administrative Secretary-MSU Ext.</u> | <u>1</u> | <u>\$ 13.85</u> | <u>\$ 15.01</u> | <u>\$ 16.16</u> | <u>\$ 17.32</u> |
| <u>220</u> | <u>7</u> | <u>Admin. Legal Secty-Pros. Atty.</u> | <u>1</u> | <u>\$ 14.96</u> | <u>\$ 16.21</u> | <u>\$ 17.45</u> | <u>\$ 18.71</u> |
| <u>224</u> | | <u>Deputy Register of Deeds</u> | <u>1</u> | <u>\$ 14.96</u> | <u>\$ 16.21</u> | <u>\$ 17.45</u> | <u>\$ 18.71</u> |
| <u>219</u> | | <u>Data Management Coordinator</u> | <u>1</u> | <u>\$ 14.96</u> | <u>\$ 16.21</u> | <u>\$ 17.45</u> | <u>\$ 18.71</u> |
| <u>222</u> | | <u>Drain Maintenance Supervisor</u> | <u>1</u> | <u>\$ 14.96</u> | <u>\$ 16.21</u> | <u>\$ 17.45</u> | <u>\$ 18.71</u> |
| <u>221</u> | | <u>Victim Advocate</u> | <u>1</u> | <u>\$ 14.96</u> | <u>\$ 16.21</u> | <u>\$ 17.45</u> | <u>\$ 18.71</u> |
| <u>223</u> | | <u>Property Appraiser</u> | <u>1</u> | <u>\$ 14.96</u> | <u>\$ 16.21</u> | <u>\$ 17.45</u> | <u>\$ 18.71</u> |
| <u>225</u> | <u>8</u> | <u>Chief Property Appraiser</u> | <u>1</u> | <u>\$ 16.16</u> | <u>\$ 17.51</u> | <u>\$ 18.85</u> | <u>\$ 20.20</u> |
| <u>226</u> | <u>9</u> | <u>Dir. Of Victim Services/Office Manager</u> | <u>1</u> | <u>\$ 17.46</u> | <u>\$ 18.92</u> | <u>\$ 20.37</u> | <u>\$ 21.83</u> |

Employees hired after 1/1/07 shall be encouraged to utilize direct deposit. If allowed by law, employees who do not participate in direct deposit will be charged a fee of \$25.00 for stop payment and/or \$25.00 for separate check run for a lost or destroyed payroll check.

EXHIBIT E

LAPEER COUNTY AND TEAMSTERS LOCAL 214
GENERAL UNIT

COMPENSATION APPENDIX

1. **HEALTH INSURANCE**

A. ~~The County will establish Blue Care Network as the base HMO health insurance plan and initial base cost with the Blue Cross for Dental and Vision.~~

Effective 2004

a) ~~The following shall be established as the base Blue Care Network insurance rates including Dental, Vision, and Life:~~

| | <u>2004</u> | |
|--------|-------------------|----------------------|
| | <u>Total Cost</u> | <u>Employee Cost</u> |
| Single | \$396.21 | 0- |
| Double | \$837.28 | 0- |
| Family | \$899.29 | 0- |

b) ~~If the employee chooses a CMM/PPO or Traditional alternative plan, the employee will pay the difference in premium expense from the base rate.~~

Effective 2005

a) ~~Employees enrolled in the base HMO health plan will pay 25% of any increase in annual premium cost of the HMO 2004 base with a cap of \$25.00 per month.~~

| | <u>HMO BASE</u> | | <u>2005</u> | |
|--------|-------------------|----------------------|-------------|--|
| | <u>Total Cost</u> | <u>Employee Cost</u> | | |
| Single | \$421.88 | \$ | 6.42 | |
| Double | \$892.19 | \$ | 13.74 | |
| Family | \$958.68 | \$ | 14.86 | |

Effective 2006

a) ~~The following rates will be effective 1/1/06:~~
~~Employees enrolled in the base HMO health plan will pay 25% of any increase in premium cost of the HMO 2005 base with a cap of \$25.00 per month.~~

| | <u>HMO BASE</u> | | <u>2006</u> | | <u>Employee</u> |
|--------|-------------------|----------------------|-----------------|----|-------------------|
| | <u>Total Cost</u> | <u>Employee Cost</u> | <u>Employee</u> | | <u>Cumulative</u> |
| Single | \$448.69 | \$ | 6.70 | \$ | 13.12 |
| Double | \$949.11 | \$ | 14.23 | \$ | 27.96 |
| Family | \$1,019.35 | \$ | 15.17 | \$ | 30.02 |

b) ~~Preferred Prescription Drug Rider~~
~~\$10.00 co-pay for generics and \$20.00 co-pay for non-generics.~~

~~Employee will pay the difference between the HMO rate and CMM/PPO rate if the CMM/PPO rate is higher.~~

~~If the employee chooses a CMM/PPO with an 80/20 co-payment, the County will purchase a \$1,000/\$2,000 deductible contract and reimburse employee \$900/\$1,800. The employee will be responsible to pay the \$100/\$200 deductible.~~

~~Employee will pay the difference between the HMO rate and the Traditional rate if the Traditional rate is higher.~~

- A. The County will provide a Blue Care Network (HMO) with \$10/\$20 RX card as the base health insurance program and initial base cost with the Blue Cross for Dental and Vision.

The County will pay 75% of base rate insurance annual increase in each of the contract years (2007, 2008, 2009). Employees 25% share shall be capped at a \$25.00 maximum increase per month each year.

Employees may elect an alternative County health insurance option paying the difference in premium expense from the base rate insurance, if the alternative insurance option rate is higher.

If the employee chooses an alternative County health insurance option with an 80/20 co-payment, the County will purchase a \$1,000/\$2,000 deductible contract and self fund the plan to reflect a \$100 / 200 deductible to the employee. The employee will be responsible to pay the \$100/\$200 deductible.

Also, refer to Health Insurance Article. The parties agree the rates in the attached sheets are accurate.

~~The County will offer a high deductible insurance option at an open enrollment. Discussion and implementation shall be done in an expeditious manner.~~

B. **Benefit Rate:**

| 2007 | S | D | F |
|---------------|-------------------|--------------------|---------------------|
| Base Rate | \$474.60 | \$1,004.41 | \$1,078.89 |
| County Cost | \$455.99 [25.91]↑ | \$ 962.63 [55.30]↑ | \$1,033.99 [59.54]↑ |
| Employee Cost | \$ 19.60 [6.48]↑ | \$ 41.78 [13.82]↑ | \$ 44.90 [14.88]↑ |

B. **Open Enrollment Rates: (9/2009 Effective 10/1/2009)**

| | S | D | F | F.Contin |
|--|------------|------------|------------|----------|
| Employee Cost Per Pay (24 pays only) | | | | |
| McLaren HSA w/V & D | None | None | None | \$105.50 |
| McLaren HMO w/V & D | None | None | None | \$144.33 |
| BCN – HMO w/V & D | \$18.28 | \$38.90 | \$ 41.62 | \$134.00 |
| Com/Blue 12w/V & D | \$ 1.55 | \$35.91 | \$ 125.39 | N/A |
| CMM/PPO w/V & D | \$33.99 | \$106.91 | \$226.68 | N/A |
| Employee Opt Out Per Pay (24 pays only) | | | | |
| Opt out of all Health Plans | (\$116.00) | (\$116.00) | (\$116.00) | N/A |
| -Retain Vision Only | \$ 3.21 | \$ 7.22 | \$ 8.65 | N/A |
| -Retain Dental Only | \$ 18.85 | \$ 42.40 | \$ 50.88 | N/A |

C. DENTAL: Effective 1995 \$1,000 annual maximum

| | |
|-----------|----------------|
| Class I | Plan pays 100% |
| Class II | Plan pays 50% |
| Class III | Plan pays 50% |

Orthodontic Services: 50% deductible with \$1,000 lifetime maximum

D. VISION:
FLVS-A Rider (exam, frames, and lenses every 12 months)

2. 125 PLAN

- a. Employees who elect not to take health, prescription, vision, and dental coverage will receive a monthly buy-out payment based on the rate of \$232.00 per month during the term of the Contract, which can be applied to 125 benefits or taken as a cash option. If taken as a cash option, all taxes will be the responsibility of the employee.

LAPEER COUNTY

OPEN ENROLLMENT RATE SHEET

9/2009 Effective 10/1/2009

| | SINGLE | DOUBLE | FAMILY | F. CONTIN |
|--|-------------|-------------|-------------|-------------|
| | <u>COST</u> | <u>COST</u> | <u>COST</u> | <u>COST</u> |
| <u>Employee Cost Per Pay (24 pays Only)</u> | | | | |
| McLaren H S A w/V & D | None | None | None | \$105.50 |
| McLaren H M O w/V & D | None | None | None | \$144.33 |
| BCN - HMO w/V & D | \$18.28 | \$38.90 | \$41.62 | \$134.00 |
| Com/Blue 12 w/V & D | \$ 1.55 | \$35.91 | \$125.37 | N/A |
| CMM/PPO w/V & D | \$33.09 | \$106.91 | \$226.68 | N/A |
| <u>Employee Opt Out Per Pay (24 pays only)</u> | | | | |
| Opt out of all Health Plans | (\$116.00) | (\$116.00) | (\$116.00) | N/A |
| -Retain Vision Only | \$3.21 | \$7.22 | \$8.65 | N/A |
| -Retain Dental Only | \$18.85 | \$42.40 | \$50.88 | N/A |

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the
_____ day of _____, 2009.

IN THE PRESENCE OF:

Witness DAVID TAYLOR, Chairman
Lapeer County Board of Commissioners
Lapeer County Salary & Personnel Committee

Witness JOHN BISCOE, County Controller/Administrator

Witness LES BARRETT, Business Representative
Teamsters Local #214

Witness Teamsters Local #214
Mona Donaldson, Steward

Witness Teamsters Local #214,
Diane Woolner, Steward

Witness Teamsters Local #214
Cathy Strong, Bargaining Team Member

*Lapeer County General Unit / Teamsters Local 214
BOC Date of Motion: September 10, 2009
Motion #: 328-09*