

AGREEMENT

BETWEEN

LAPEER COUNTY COMMUNITY MENTAL HEALTH SERVICES BOARD,

LAPEER COUNTY BOARD OF COMMISSIONERS

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

(non-supervisory, clerical, paraprofessional, and professional employees)

Effective: January 1, 2007, to December 31, 2009
Board Motion #175-07, 5/10/07

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Lapeer County CMH
Teamsters Union Contract
1/01/2007 -- 12/31/2009

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of May, 2007, by and between Lapeer County Community Mental Health Services Board and Lapeer County Board of Commissioners, hereinafter referred to as the "Employer" and Teamsters Local 214, (affiliated with the International Brotherhood of Teamsters), hereinafter referred to as the "Union".

PURPOSE AND INTENT

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

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

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

The arbitrator shall not have the power to decide grievances solely based on the Purpose and Intent clause.

ARTICLE I

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby agrees to recognize the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of Lapeer County Community Mental Health, including social workers, psychologists, therapists, counselors, clinicians, case managers, RNs, LPNs, professional, paraprofessional, technical and clerical employees.

The following classifications are excluded from the collective bargaining unit:

Excluding the executive director, OPC clinic division supervisor, residential services division supervisor, ACTP division managers, finance division supervisor, office manager, DD partial day services supervisor, day programming services supervisor, MI day treatment supervisor, respite care / family support supervisor, senior clinician, physician, psychiatrist, supervisors and managers, substitutes, interns, seasonal employees, temporary employees, contractual persons, clients / consumers, and two confidential employees (executive secretary and administrative assistant).

Section 1.2. Extra Contracts. 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.

Section 1.3. Definitions and Employee Coverage. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least forty (40) hours a week or at least eighty (80) hours per two-week pay period on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working a minimum of twenty (20) hours per week or at least forty (40) hours per two-week pay period, on a regular schedule at a job classified by the Employer as permanent.

Irregular Employee: An irregular employee is an individual not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including temporary, casual or seasonal.

Section 1.4. Part-Time and Irregular Employees. The Employer reserves the right to hire and utilize temporary, seasonal, irregular employees, and volunteers from time to time. These employees and volunteers shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of bargaining unit work by non-bargaining unit employees shall be permitted and shall not constitute a violation of this Agreement; provided, however, that such employees shall not be hired or utilized so as to cause a full-time or regular part-time employee to be laid off and provided further that any temporary, part-time, seasonal, or irregular employee cannot be employed performing bargaining unit work for more than one (1) year without being placed in the collective bargaining unit.

ARTICLE II

UNION SECURITY

Section 2.1. Agency Shop.

a. Membership in the Union is not compulsory. 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 in regard to such matters.

b. 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.

c. In accordance with the policy set forth under paragraph "a" 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.

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

e. 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.

Section 2.2. Check off.

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

b. The Employer 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 Employer 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 Employer agrees during the period of this Agreement to provide for check off services without charge to the Union.

c. The Union agrees to indemnify and save the Employer 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 III

REPRESENTATION

Section 3.1. Identification of Union Representatives. The Employer shall be informed in writing of the names of the Steward, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, or non-employee representatives of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of written notice.

Section 3.2. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than four (4) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

Section 3.3. Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer. Members of the Bargaining Committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations or special conferences; provided, however, that preparation for negotiations and special conferences and meetings with other bargaining unit members shall be conducted outside of working hours.

Section 3.4. Special Conferences. Special conferences for important matters may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within fourteen (14) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Section 3.5. Steward. The Employer agrees to recognize three stewards who shall be selected or elected by the Union from employees covered by this Agreement who have seniority.

Section 3.6. Alternate Steward and Collective Bargaining Committee Members. Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected steward or members of the Collective Bargaining Committee and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected steward or members of the Collective Bargaining Committee during the period of replacement.

Section 3.7. Pay for Processing Grievances. Stewards shall be paid at the Steward's regular rate of pay for all reasonable time lost from the Steward's regularly scheduled hours required to investigate and process grievances or participate in grievance meetings or arbitrations. The employer will pay for reasonable lost time of one Steward representative at any grievance or arbitration hearing. If the Employer believes the Steward is abusing these privileges, then a special conference will be convened to resolve the concern. Stewards will be subject to the same disciplinary rules as applicable to other bargaining unit employees.

Section 3.8. Union Access. Authorized representatives of the Union may visit the Employer's place of business for purposes of administration of this Agreement. The Union agrees that such Union representatives shall advise the Executive Director's office of their need to be on the Employer's premises immediately upon their arrival and that such visits shall not interfere with the operations of the Employer and the work being performed by the employees.

Section 3.9. Union Bulletin Boards. The Employer shall provide a bulletin board in the Community Mental Health and the PSR office 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

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 IV

MANAGEMENT RIGHTS

Section 4.1. Management Rights. All management rights, powers, authority, prerogatives and functions, regardless of whether exercised in the past or prior to the effective date of this Agreement and regardless of whether exercised in the future or following the effective date of this Agreement and regardless of the frequency or infrequency of exercise of this rights, shall remain vested exclusively in the Employer. It is expressly recognized, and the Union agrees, that such management rights, powers, authority, prerogatives and functions include, by way of illustration and not by way of limitation and are in no way whatsoever limited to, the following:

The right to manage and control the facility in all of its operations and activities;

The right to determine all matters of management policy, facility and department scope, layout, operation and location;

The right to determine the location where work will be performed;

The right to terminate, merge, consolidate, sell or otherwise transfer or reorganize the Employer's operations and services or any part thereof;

The right to direct the working force including, but in no way limited to, the right to hire, discipline, suspend, discharge, promote, demote, assign, train, transfer or layoff and recall employees;

The right to reduce or increase the size of the working force;

The right to establish job classifications of work, the assignment of duties and shifts and the number of employees and staffing patterns required and the number of hours in employee work schedules;

The right to establish and change work schedules and starting and quitting times and to provide and assign personnel;

The right to eliminate totally and partially or combine or otherwise revise existing job classifications, jobs or positions;

The right to establish new job classifications;

The right to establish and change from time to time rules and regulations, including safety rules and regulations, and to fix and determine penalties for violations;

The right to establish and change from time to time personnel policies and procedures;

The right to maintain safety, order and efficiency;

The right to establish and change job descriptions from time to time as deemed desirable;

The right to establish satisfactory productivity and work standards;

The right to make judgments as to employee qualifications, including ability and skill;

The right to determine the nature and number of facilities and departments to be operated;

The right to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations;

The right to be the exclusive judge of all matters pertaining to the services that the Employer provides and the delivery of those services;

The right to determine the methods, procedures, processes and means of providing and delivering services and the equipment and machines to be acquired or used to provide such services;

The right to establish the standards of quality of services;

The right to determine the schedules and standards of services, efficiency and productivity;

The right to determine the methods, processes, means and materials to be used in the providing and delivering of services;

The right to continue and maintain the Employer's operations and services as in the past and prior to the effective date of this Agreement with the Union;

The right to establish standards for consumer care;

The Employer shall also have the right to study, introduce and use new, improved or different methods, means, equipment, facilities and the Employer shall also have the right to use outside assistance either in or outside of the Employer's facility, including subcontracting and any other form of contracting assistance to perform any or all aspects of its work or function;

The right to make technological or labor saving changes.

It is expressly understood, and the Union agrees, that the Employer reserves and retains solely and exclusively all of its inherent and customary rights, powers, authority, prerogatives and functions to manage and administer the Employer's operations and services in all respects, some of which rights are referred to by way of illustration in this section, and the Employer's judgment and determination in these respects shall not be subject to challenge. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement as written.

Section 4.2. Subcontracting Bargaining Unit Work. The Employer has the right to subcontract bargaining unit work. In the event that a decision to subcontract bargaining unit work results in the lay-off of bargaining unit employees, then the decision to subcontract bargaining unit work is subject to the following conditions:

1. The subcontracting of bargaining unit work must improve the Employer's economic position, with respect to the work being subcontracted, over a period of at least two years by at least ten percent (10%) over the current budget of the work being subcontracted.

2. The Employer agrees to provide thirty (30) calendar days written notice to the Union before implementing any decision to subcontract bargaining unit work and during that time the Employer agrees to meet and discuss its decision with the Union.

Section 4.3. Rules and Regulations. The Employer has the right to establish rules and regulations consistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Union for inspection and review if such rules and regulations concern working conditions. If the Union believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within seven (7) calendar days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement. However, the Union or collective bargaining unit employees are not precluded from grieving whether rule(s) or regulation(s) has been reasonably applied.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of a Grievance. A grievance shall be defined as a complaint by the Union or an employee covered by this Agreement alleging a violation of a specific provision or provisions of this Agreement as written.

Section 5.2. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a grievance shall discuss the matter with their immediate supervisor (or designated representative) within five (5) work days from the time of the occurrence of the events giving rise to the grievance or within five (5) work days from the

time that the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, a Steward may be present. The immediate supervisor (or designated representative) shall endeavor to give the employee concerned an oral answer to the grievance within five (5) work days of the discussion. Every effort shall be made to settle the grievance in this matter. Any grievance not submitted within the five (5) work days of the occurrence or when the employee first knew or could have known of the complaint, shall not be considered timely.

Step 2. Written Procedure. (Executive Director). If the grievance is not satisfactorily settled in the Step 1 Oral Procedure, the complaint shall be reduced to a written grievance within five (5) work days of the oral answer. The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the employee's Executive Director (or designated representative). The Executive Director (or designated representative), the employee, and the Steward and/or a non-employee representative of the Union shall meet to discuss the grievance in an effort to settle same. The Executive Director (or designated representative) shall place an answer on the written grievance within ten (10) work days following the date the grievance was submitted at this step, and return it to the employee.

Step 3. Written Procedure. (Lapeer County Board of Commissioners Personnel Committee). If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Union may appeal the Executive Director's decision by delivering to the Employer a written request for a meeting concerning the grievance within five (5) work days following receipt of the Executive Director's written disposition of the grievance. A copy of this request shall be provided to the Executive Director. Within thirty-one (31) calendar days after the grievance has been appealed, a meeting shall be held between the Personnel Committee, representatives of the Employer and representatives of the Union. If the meeting cannot be held within the 31 calendar day period, it shall be scheduled for a date mutually convenient for the parties. At the Step 3 hearing, the Union will have an opportunity to present not only the grievance, but any evidence and arguments. The Administration will also have the right to present evidence and arguments to the Personnel Committee. Members of the Personnel Committee are authorized to ask questions both of the Union and of the Administration as well as to actively engage in dialog with both the Union representatives, the grievant and the Administration. The Employer, or its designated representative, shall issue a written disposition on the grievance within ten (10) work days following the date of the meeting.

Step 4. Mediation. If the grievance is not satisfactorily settled in the Step 3 Written Procedure, the parties, by mutual agreement, can request mediation by the Michigan Employment Relations Commission by giving written notice to the Employer through the County Administrator's Office of its intent to do so within ten (10) work days following receipt of the Employer's Step 3 response. Thereafter, Representatives of the Employer and the Steward and/or a non-employee representative of the Union shall confer with the mediator assigned to assist in resolving the dispute. Within ten (10) work days of the conclusion of this conference,

the Employer or its designated representative shall signify in writing the Employer's final response to the grievance. If the parties do not mutually agree to this mediation step, then the Union may proceed to the arbitration step.

Section 5.3. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the County Administrator's Office within sixty (60) days following the receipt of the Employer's written disposition after the mediation step. If the Employer fails to answer a grievance within the time limits set forth in the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the County Administrator's Office not later than sixty (60) days following the date the mediation disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 5.4. Selection of Arbitrator. The arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) by each party alternately striking the name of an arbitrator from the panel. The remaining arbitrator shall serve as the arbitrator. The Union and Employer shall alternate the first strike from grievance to grievance of FMSC. If either party determines that a panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. Each party is limited to rejecting one panel. Notwithstanding this selection procedure, the parties may by mutual written agreement designate an arbitrator. The fees and expenses of FMSC and of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel. Either party at its option may request a legal transcript of the arbitration hearing. The other party may request a copy of the transcript provided it shares in the cost of creating the legal transcript.

Section 5.5. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of the Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to consider any extra-contract agreements not specifically incorporated in this Agreement. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the management rights clause herein. If the grievance concerns these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, then the arbitrator shall first determine the issue of arbitrability before addressing the merits of any grievance. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment

compensation or compensation for personal services that the employee may have received from any source during the period in question, provided that the mitigation required by this section shall be calculated on a weekly basis with no more than forty (40) hours of substitute employment to be used each week. This limitation on a back-pay award does not apply to income from part-time employment outside the employee's regular work hours existing prior to any termination.

Section 5.6. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided, however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 5.7. Arbitration After Termination of Agreement. Notwithstanding any other provision of this Agreement, unless the parties mutually agree in writing to extend the Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely grievance has been filed.

Section 5.8. Discharge and Discipline.

a. Disciplinary action taken against an employee shall be for just cause. However, licensed employees who have their license, certification, or registration revoked by the appropriate state agency or state authority, will be terminated at the Employer's discretion, without recourse to the grievance and arbitration procedures. Otherwise, disciplined employees can file a grievance under the grievance procedure. Suspension and discharge grievances can be accelerated to Step 2 of the grievance procedure.

b. A discharged or suspended employee, upon request, will be allowed to discuss his/her discharge or suspension with an available union steward prior to leaving the Employer's property.

c. Should it be necessary to reprimand an employee, management will administer such reprimand so as not to unduly cause public embarrassment to the employee, but management's failure to comply with this provision will not have any effect on mitigating the disciplinary penalty.

d. Once disciplinary action has been taken against an employee, then the particular charge cannot be increased in severity, unless additional information is discovered which warrants additional disciplinary action up to and including discharge.

Section 5.9. Grievance Form. The grievance form shall be prepared by the Union in a form which coincides with the grievance procedure established in this Agreement.

Section 5.10. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of

the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified. If the end of the time period falls on a day in which the Employer is not open for operations, such as a holiday or weekend, then the time limit established in the grievance procedure will be extended to the next day in which the Employer is open for operations.

Section 5.11. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedures. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

ARTICLE VI

WORK STOPPAGES

Section 6.1. 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 Employer during the term of this agreement, during any period of time while negotiations are in process between the Union and Employer for the continuance or renewal of this agreement, or in violation of the Public Employment Relations Act.

In the event that 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 Employer, and shall instruct all such persons to immediately cease the offending conduct.

An employee who violates this article shall be subject to discipline including discharge.

Section 6.2. No Lockout. During the life of this Agreement, the Employer, in consideration for the Continued Work Pledge of the Union and the employees it represents to refrain from the conduct prohibited by Section 6.1, agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

ARTICLE VII

SENIORITY

Section 7.1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employees commenced work with the Employer. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in numerical order of the last four digits of the employee's social security number, the highest number being the most senior. The application of seniority and classification seniority shall be limited to the preferences and benefits recited in this Agreement.

Section 7.2. Probationary Period. Effective upon ratification of the 2007-2009 contract, all new employees shall be considered to be on probation and shall have no seniority until having completed 1040 paid hours of work, after which time the employee's seniority shall be retroactive to their last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional three (3) months with the prior written approval of the Union. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

Section 7.3. Seniority List. The Employer shall keep a current seniority list showing each employee's date of hire, County seniority date, classification seniority date and departmental seniority date. A copy of the seniority list shall be provided to the Union on or about January 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Union shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the grievance procedure.

Section 7.4. Loss of Seniority. An employee's seniority and employment relationship with the Employer shall terminate for the following reasons:

- a. If the employee quits or retires.
- b. If the employee is discharged for just cause pursuant to Section 5.8.
- c. If the employee is absent from work for three (3) working days without properly notifying the Employer, unless the employee's failure to report is for a satisfactory reason.

- d. If the employee fails to report to work following notification of recall, unless the employee's failure to report is for a satisfactory reason.
- e. If the employee fails to return on the required date following a leave of absence or vacation, unless the employee's failure to report is for a satisfactory reason.
- f. If the employee is indefinitely laid off for the period of his or her seniority or for three (3) years, whichever is lesser.
- g. If the employee either obtains or works at any other employment while on an approved leave of absence without the Employer's approval.
- h. If the Employer's operations are permanently discontinued, all or in part; transferred, all or in part; merged, all or in part; or sold, all or in part.
- i. If the employee is convicted of a felony, or if the employee is convicted of a misdemeanor which would interfere with the Employer's operations and/or ability of the employee to perform services for the Employer.
- j. If the employee fails to return on the required date following a worker's compensation leave, family and medical leave, and/or disability leave.

Section 7.5. Seniority While on Leave of Absence. Employees on Employer-approved leaves of absence shall continue to accrue seniority and classification seniority during the period of their leave of absence.

Section 7.6. Non-Bargaining Unit Employees. An employee who is or has been transferred to a position outside the bargaining unit shall, during the time the employee holds the non-bargaining unit position, retain seniority credit for all time spent in the service of the Employer prior to execution of this Agreement and for all time as a bargaining unit employee after execution of this Agreement. The Employer shall, in its sole discretion, determine wages, hours, and conditions of employment for non-bargaining unit employees, including whether such employees may be terminated or transferred into the bargaining unit.

ARTICLE VIII

LAYOFF

Section 8.1. Definition of Layoff. A layoff shall be defined as a reduction in the number of personnel in the work force.

Section 8.2. Layoff. When it is determined by the Employer that the work force is to be reduced for an indefinite time, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off in a job classification affected by the layoff shall be irregular, non-bargaining unit employees, if any.
- (b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff
- (c) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff in reverse order of classification seniority.
- (d) Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority, provided those left are qualified to perform the remaining work.

The Employer will endeavor to give employees and the Union at least thirty (30) calendar days advance notice of a layoff under this Section, but in no case will the affected employee be provided with less than seven (7) calendar days advance notice of the layoff

Section 8.3. Displacement Rights After Indefinite Layoff. Employees with seniority who are indefinitely laid off shall be entitled to displace an employee in another job classification under the following conditions:

- (a) The laid off employee has greater classification seniority than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.
- (c) The laid off employee elects to exercise his displacement rights within five (5) working days of notification of his layoff.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to his former classification.

Section 8.4. Recall Procedure. When employees are to be recalled from layoff the following procedures shall be followed:

- a. The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

- b. Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a satisfactory reason.
- c. Recalled employees are required to report for work on the required return to work date, which shall not be less than ten (10) work days following the employee's acceptance of the recall. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a satisfactory reason.

ARTICLE IX

PROMOTIONS AND TRANSFERS

Section 9.1. Permanent Transfers. When, in the Employer's discretion, it is necessary to fill a permanent vacancy in an existing bargaining unit classification, preference will be given to qualified employees within the collective bargaining unit. The Employer will post notice of such a vacancy ten (10) working days on the bulletin boards as provided by this Agreement, setting forth the title of the job classification, the department in which it is located, the pay, and a brief description of the required duties as well as job qualifications. During this time, employees may apply for such vacancy by presenting to the executive director's office a written, signed notification of the desire to be a candidate.

The Employer shall award the job to the most qualified employee. If qualifications are relatively equal, then preference will be given to the employee with the more seniority within the bargaining unit. In considering an employee's qualifications to perform the required work, the Employer shall consider the employee's skill, ability, experience, training, productivity, work performance, work record, dependability and seniority. Employees who do not possess the minimum qualifications for the job shall not be considered in determining the qualified employee. If no current employee who applies for a job opening is qualified, then the Employer will solicit candidates from outside the current employee complement.

Section 9.2. Job Transfer Trial Period. An employee whose classification changes due to a permanent job transfer shall serve a trial period of ninety (90) calendar days in the new classification. This may be extended by a mutual written agreement between the Employer and the Union. During this trial period, the Employer may return the employee to the employee's former classifications and duties, if in the Employer's discretion, the employee appears unable or unwilling to officially and properly perform the required work. An employee may request to return to their previous status during this trial period. In the event of such a return to former classification, the Employer may also return to their former classifications other employees transferred as the result of the original transfer.

Section 9.3. New Salary Rate. In the event of a permanent promotion, the employee will receive a new classification anniversary date effective the date of the promotion, and the employee will be placed at the pay step in the new classification which results, over the course of a regularly-worked new classification year, in at least a \$450.00 increase in salary from the salary level the employee was earning just prior to the promotion.

Section 9.4. Temporary Transfers. The Employer reserves the right to temporarily transfer employees in order to meet its operational needs. The Employer has the right to temporarily transfer an employee for a period not to exceed forty-five (45) working days which can be extended to a longer time as mutually agreed in writing between the Employer and the Union. If the temporary job transfer exceeds forty-five (45) working days and the time for the temporary transfer is not extended by mutual agreement between the Employer and the Union, the temporary job vacancy shall be filled for the balance of the temporary absence by following job bidding procedures set forth above.

An employee temporarily transferred for a period of more than eight (8) cumulative, but not successive hours, shall receive the minimum rate of pay for the classification to which he is transferred or the rate of pay for the classification to which he is regularly assigned, whichever is higher.

Section 9.5. Transfer from Regular Part-Time to Full-Time or Full-Time to Regular Part-Time

- a. An employee transferring from Regular Part-Time status to Full-Time status in the same classification who has worked the requisite 1040 hours prior to the transfer will be deemed to have completed the probationary period.
- b. If 1040 hours of work have not been completed at the time of the transfer, the balance of the remaining hours must be worked to complete the probationary period.
- c. There is no 90 calendar day trial period required when transfer occurs within the same classification.

Section 9.6. An employee transferring from Regular Part-Time status to Full-Time status in a different classification will be required to work a 90 calendar day trial period in the new classification before a permanent transfer occurs.

Section 9.7.

- a. A Full-Time employee transferring into a Regular Part-Time status shall continue to earn benefits, at the Regular Part-Time pro-rata rate, but shall retain any accrued sick and vacation hours and earned personal time.
- b. A Regular Part-Time employee transferring into a Regular Full-Time status shall continue to earn benefits, at the full time rate, but shall retain any accrued sick and vacation hours and earned personal time.

Section 9.8. Seniority When Transferring. The employee retains seniority when transferring.

ARTICLE X

HOURS OF WORK

Section 10.1. Hours of Work. The normal office hours of operations are 8:00 a.m. to 5:00 p.m. on Mondays, Wednesdays and Fridays, and 8:00 am. to 7:00 p.m. on Tuesdays and Thursdays. Hours of operations may be changed depending on the Employer's needs. If they are changed, then the Employer will provide two weeks advance notice to employees, except for circumstances beyond the Employer's control. The work hours for all employees shall be determined by the Employer. Any work period or schedule of work shall not be construed as a guarantee of any number of hours of work or pay per day or per week, since the Employer has the right to establish work schedules, and to increase, reduce, and change them whenever it determines that conditions warrant such changes. The Employer will advise employees of their work schedules at least one week in advance. If there is a change in an employee's work schedule, then, the Employer will give two (2) weeks advance notice unless there are circumstances which makes such notice impractical. Prior to scheduling an employee in a manner that would cause the employee to change status from full-time to part-time or part-time to irregular, the Employer will give the employee at least thirty (30) days advance notice, unless there are circumstances which make such notice impractical, and will, if requested, meet with the Union in a special conference to discuss the rationale for the change in hours. Within the Employer's discretion and so long as the assigned work is completed, an employee may arrange with the employee's supervisor for flexible hours of work.

Section 10.2. Overtime. Employees shall be expected to work overtime upon request. Overtime must be authorized in advance by the supervisor, except for on-call employees and professional employees.

Section 10.3. Overtime Premium. For non-salaried, hourly rated employees, overtime shall be paid at one and one-half (1 ½) the employee's regular hourly rate for any hours worked in excess of forty (40) hours worked in the defined seven (7) day work period and/or over eight (8) hours in a work day. The parties agree that the Employer has the right to pay employees, in lieu of the cash equivalent, compensatory time off at the rate of one and one-half (1½) hours compensatory time off for every hour of overtime worked. The compensatory time off shall be taken within thirty (30) days after the payroll period crediting the employee with compensatory time off.

Section 10.4. Work Adjustment Time for Professional Employees. For salaried, professional employees, or employees otherwise exempt from federal and state wage and hour laws, the Employer agrees to pay work adjustment time for any hours such exempt employee works in excess of forty (40) hours worked in the defined seven (7) day work period and/or over eight (8) hours in a work day. Work adjustment time for exempt employees will be paid on a ratio of 1:1, that is, for every hour of overtime worked, an exempt employee will receive one hour in work adjustment time, which can be taken within sixty (60) days after the payroll period crediting the exempt employee with work adjustment time

Section 10.5. Meal Periods. Full-time employees will be allowed a one (1) hour meal period without pay each day. This meal period shall be at or near the midpoint of the scheduled work

day. All meal periods shall be scheduled by the Employer so as not to interfere with prompt and efficient service to the Employer and the public.

Section 10.6. Break Periods. The Employer will endeavor to provide the employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. All break periods will be scheduled by the Employer so as to not interfere with the prompt and efficient service to the Employer and the public.

Section 10.7. Call Back Pay. Employees called back into work after having completed their normal work day shall be paid a minimum of four (4) hours of pay at their regular straight time rate. This provision does not apply to on-call employees. (See Section 15.5.)

Section 10.8. Inclement Weather. 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. This inclement weather pay provision is limited to two (2) days per year or sixteen (16) hours of work.

ARTICLE XI

LEAVES OF ABSENCE

Section 11.1. 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.

Section 11.2. Workers' Compensation Leave. The Employer shall provide applicable workers compensation protection for all employees covered by this Agreement.

Section 11.3. Jury Duty Leave. 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.

Section 11.4. Military Leave. Military leave will be in accordance with all applicable Federal and State laws and regulations. Provided it is allowed under the applicable pension plan, employees on military leave have the option of purchasing additional years of accredited service for their past military time at his/her own expense.

Section 11.5. Funeral Leave. 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 consecutive work days.

The Employer agrees that 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 consecutive working days.

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.

Employees hired after the 2007-2009 contract ratification (05/10/07) will receive no funeral leave payment while on probation.

Section 11.6. Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave or absence with pay under the following conditions and qualifications:

- a. Paid sick leave will be earned by full-time and regular part-time Employees at a rate of .05 hours of accrual for each hour paid Sick leave will be paid at the Employee's straight time regular rate of pay when the sick leave is taken.
- b. Probationary Period. No sick leave payment shall be made to an Employee until after 720 hours served, except_as part of a job transfer} and for time off from a work-related injury. Following the successful completion of 720 hours, accrual of sick leave shall be computed from the date of initial employment.
- c. Use of Sick Pay. In accordance with Section 11.3, 5.b., Employees may utilize accrued paid sick leave when they are incapacitated from the safe performance of work due to illness, injury, or other disability. Disability associated with pregnancy or childbirth shall be treated as any other disability. Employees may also use accrued paid sick leave for illnesses of their dependent children, spouse or parent which necessitates the Employee's presence at home. The Employee shall notify the Employer of the need to utilize paid sick leave as far

in advance as possible. Employees will be allowed to use sick pay for doctor and dental appointments for themselves and their children. If sick leave is for three (3) work days or more, then, a physician's certificate will be required setting forth the reasons for the sick leave of the Employee or the Employee's child. The Employer can ask for a physician's certificate for sick leaves less than three (3) work days if the Employer believes that the Employee is abusing sick leave. Paid sick leave may not be taken in units of less than one (1) hour.

- d. Maximum Accumulation. Unused paid sick leave days may accumulate up to a maximum of 160 days or 1280 hours, after which no more paid sick days will be accumulated except to the extent of restoring paid sick days used. Sick pay is not considered an accrued benefit, and Employees who resign, retire, or otherwise have their employment terminated are not entitled to be paid for unused sick leave days.

Section 11.7. Paid Personal Leave. Each full-time Employee who has completed their 720 hours shall be entitled to three (3) paid personal leave days each calendar year. Each regular part-time Employee covered by the terms of this agreement shall be entitled to one and one-half (1½) paid personal leave days 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 except during hours or days the Employee's scheduled hours of work. Employees shall obtain approval for scheduling personal leave days from his/her supervisor prior to utilizing personal leave days. The approval will not be unreasonably withheld. Personal leave days shall not accrue from year to year.

Section 11.8. Donated Vacation Hours. Employees in the bargaining unit may donate vacation hours for the use of an employee who has used up all their time but needs to be off work due to a serious illness. Each day donated by the employee shall allow the sick employee to remain off one day with pay. The donated days can only be used by the recipient employee. The days are not returned to the donating employee. The donated vacation hours must be in 8 hour blocks.

ARTICLE XII

RECOGNIZED HOLIDAYS

Section 12.1. Recognized Holidays. The following days are recognized as holidays for the purpose of this agreement:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day (statute day)
Veteran's Day
Thanksgiving Day

Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Section 12.2. Holiday Pay. Eligible Employees shall receive holiday pay for each recognized holiday in an amount equal to the number of hours worked per day in their regular schedule. Regular Part-time Employees, regardless of whether they are normally scheduled to work on the particular day celebrated as a holiday, will receive holiday pay based on the following:

20-27 hours = 4 hours holiday pay
28-34 hours = 6 hours holiday pay
35-39 hours = 8 hours holiday pay

Professional salaried employees will be compensated on the basis of their regular salary, except for professional employees required to carry a beeper in the EARS program on a recognized holiday, who in addition to their regular salary for the holiday, will receive compensation under the EARS program as provided in Section 15.4. For all other Employees, all holiday pay shall be at the Employee's straight-time regular rate of pay. Eligible Employees required to work on a recognized holiday shall receive holiday pay in addition to pay at their straight-time regular rate of pay for all work performed on a holiday. Temporary and irregular part-time Employees shall not be entitled to holiday pay.

Section 12.3. Holiday Celebration. Whenever a recognized holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. Whenever a recognized holiday falls on a Sunday, the following Monday will be recognized as a holiday.

Section 12.4. Holiday Eligibility. In order to be eligible for holiday pay, an employee must satisfy all of the following conditions and qualifications:

- a. The Employee must work his scheduled hours on the Employee's last regularly scheduled work day before the holiday and on the Employee's first regularly scheduled work day after the holiday, unless otherwise excused by the employer;
- b. The Employee must be on active payroll as of the date of the holiday. For purposes of this section, a person is not on active payroll of the employer during unpaid leaves of absences, lay-offs, or on a disciplinary suspension.

An otherwise eligible Employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

ARTICLE XIII
VACATION

Section 13.1. Vacation Leave. All full-time Employees shall be granted vacation leave with pay based upon their length of continuous service with the Employer in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
More than one (1) year (2,080 hours) but less than two (2) years (4,160 hours)	10 working days (80 hours)
More than two (2) years (4,161 hours) but less than eight (8) years (16,640 hours)	15 working days (120 hours)
More than eight (8) years (16,641 hours) but less than twenty (20) years (41,600 hours)	20 working days (160 hours)
More than twenty (20) years (41,601 hours)	25 working days (200 hours)

Regular part-time Employees will accrue vacation benefits based on the following from Appendix 13.2 of the Tentative Agreement:

<u>Length of Service Hours</u>	<u>Vacation Entitlement</u>
More than 2,080 hours, (1 year) but less than 4,160 (2 years)	Ten (10) working days (80 hours)
More than 4,161 hours, (2 years) but less than 16,640. (8 years)	Fifteen (15) working days (120 hours)
More than 16,641 hours (8 years) but less than 41,600 (20 years)	Twenty (20) working days (160 hours)
More than 41,601 hours (20 years)	Twenty-five (25) working days (200 hours)

For the purposes of this section, vacation pay is credited to eligible Employees on their anniversary date of hire. An Employee's anniversary date is the most recent date upon which the Employee commenced work for the Employer, and the same date thereafter in succeeding years. An Employee's length of continuous service shall be computed from the anniversary date and shall only be broken by a loss of seniority.

Section 13.2. Vacation Eligibility. In order to be eligible for full vacation leave benefits on their anniversary date, full-time Employees must have worked at least 1,560 hours during the preceding 12 months. Full-time Employees who fail to work the required number of hours shall be entitled to a pro-rated vacation leave based upon the ratio of hours they actually worked to 1,560.

For the purposes of this section, hours worked shall include paid sick leave, paid funeral leave, paid jury duty leave, paid vacations, paid holidays, paid personal leave time, paid Work Adjustment Time (WAT) and all hours actually worked.

Section 13.3. Vacation Pay. Vacation pay for hourly-rated Employees will be computed at the straight time hourly rate an Employee is earning at the time vacation leave is taken.

Section 13.4. Vacation Scheduling. Employees may schedule time off for their vacation during the twelve (12) months following their anniversary date each year upon proper notice as determined by the Employer, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally. Vacation requests must be submitted in writing by the Employee thirty (30) days in advance of the period requested. The Employee's supervisor has discretion to accept less advance notice.

Vacation leave will normally only be granted in periods of one (1) week or more, but the Employee's department head, in his or her discretion, may allow vacation leave to be taken in periods of one-half (1/2) day. Employees are required to take their vacation leave during the twelve (12) months following their anniversary date, and vacation leave not used during that period shall be forfeited. Consistent with County Policy, if the Employee has been denied the opportunity to schedule his/her vacation during the 12 months by the Employer because of the Employer's operation, upon the Employee's request, the Employer has the discretion to approve a 90-day extension in which to use unused vacation time.

Section 13.5. Vacation Leave Benefits on Termination. Employees who leave the employ of the Employer prior to their anniversary date in any year shall receive credit for accrued vacation pay based on 1560 worked for the full benefit, and if less than 1560 hours worked, than based on eight (8) hours for each 173 hours worked. Employees who leave the employ of the Employer shall be paid for all accrued but unused vacation leave, unless the employee failed to provide two weeks written advanced notice of resignation from employment, or unless the employee is discharged for misconduct as defined by the Michigan Unemployment Agency.

ARTICLE XIV

INSURANCE

Section 14.1. Insurance Carrier. 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.

Section 14.2. Medical Insurance:

The rates will be set as follows:

- a. Employees may elect a CMM/PPO health insurance 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 be responsible to pay the difference between the CMM/PPO rate and the HMO rate if the CMM/PPO 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. 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 D).
- d. The employee may select at their own expense and subject to payroll deduction the family continuation and/or sponsored dependent riders.

Section 14.3. Flex 125 Pre-Tax Benefit. The Employer has established an IRS 125 Plan that will be available to employees covered by this Contract consistent with the County plan.

Section 14.4. Health Insurance Opt-Out. 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, 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.

Section 14.5. Obligation to Continue Insurance Payments. 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 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 720 hours and after employee's completion and submittal of the required benefit election documentation.
- 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.

Section 14.6. Life Insurance. Employer shall provide \$25,000.00 of term life insurance for full-time seniority employees only. The Employer agrees to continue the term life insurance premium for up to twelve (12) weeks during a twelve (12) month period that the employee is on family and medical leave, disability leave, or worker's compensation leave. Employer shall provide 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

Section 14.7. 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.

Section 14.8. Healthcare for Retirees. 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.

1. The following will apply upon the date of contract ratification (November 10, 2005) 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 (HCSP) with a Provider selected by the Employer. The County is currently using the service of MERS (HCSP). They will be funded as follows:
 - i. The County will transfer all existing employee's accounts to the MERS 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 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 HCSP non-vested account to the MERS vested account. As a vested employee, upon termination, the HCSP account balance shall be portable.
 - iv. The County will continue to contribute \$30 per month of credited service to the employee's vested HCSP account.
 - b. The Employer shall credit the amount of money to each employee's account according to the list attached to the 2007-2009 Tentative Agreement.
2. Effective for retirees after 1/1/07, they shall not be included in the county group insurance plan after reaching Medicare eligibility age.

Section 14.9. Dental Insurance Coverage. 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 "D" (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 720 hours
- 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.

Section 14.10. Vision Insurance. 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 "D" (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.

Section 14.11. Unemployment Compensation. The Employer shall provide unemployment compensation for all employees as provided by the Michigan Employment Security Commission.

Section 14.12. Workers' Compensation. The Employer shall provide applicable workers' compensation protection for all employees covered by this agreement.

ARTICLE XV

COMPENSATION

Section 15.1. Pay Periods. Employees shall be paid bi-weekly.

Section 15.2. Wages. Following a Rye-type study, the attached "Schedule A" Pay Grades and levels will be implemented effective 3/27/06 as amended on May 7, 2007.

Section 15.3. "Lead Staff" Designation. A staff person may be designated as "lead staff". The process used for selection of a person designated as "lead staff" will be consistent with the provisions of Article IX, Section 9.1 of this Agreement. A staff person designated as "lead staff" will receive a \$1.00 per hour wage rate increase for this designation.

Section 15.4. Longevity Pay. All full-time employees covered by this agreement who have completed either seven (7), ten (10), or fifteen (15) years of continuous service in a full-time capacity and who have performed 1,560 hours of actual hours worked 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:

- 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 Fifty Dollars (\$750.00).

Eligible employees who have performed less than 1,560 hours worked in their anniversary year shall be paid a prorated longevity payment. For purposes of computing the prorated 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 prorated longevity payment earned shall be rounded off to the nearest 1/12 of the full prorated longevity payment.

Section 15.5. On-Call Pay for Professional Clinicians and Case Managers. Any employee assigned to perform duties carrying a beeper after the Employee's regularly scheduled hours, will be compensated as follows:

- a. Paid at the rate of \$4.50 per hour for each hour assigned.

- b. For each face-to-face contact the Employee will be paid at the rate of \$22.00 per hour (which includes the \$4.50 per hour rate for carrying the beeper).

This section does not apply to any other program other than the EARS Program. Employees in the Assertive Community Treatment Program will be paid \$6.00 for each day the employee is assigned to carry a pager. This \$6.00 per day is in addition to any Work Adjustment Time and mileage reimbursement to which the employee is eligible to receive under Sections 10.4 and 16.6.

Section 15.6. New Job Classifications. If the Employer establishes a new job classification covered by this Agreement, it will notify the Union of the classification and wage rate ten (10) calendar days prior to its becoming effective. In the event the Union does not agree to the wage rate, the Employer agrees to negotiate with the Union, upon request, over the wage rate for the new classification. Any such negotiations shall not have the effect of delaying the implementation of the new classification or the assigned wage rate.

Section 15.7. 2007 Nurses Supplemental Pay Adjustment. In recognition of the labor market difficulty in hiring Nurses, the employer agrees to make a supplemental pay adjustment for this classification in the amount of: \$2,000 annually for FY 2007. For those who are still on the payroll and have completed six months of service, one half of the amount will be paid on June 1st, 2007 and the balance will be paid on December 1st, 2007 for those still on the payroll and have completed an additional six months of service. No prorated amounts will be paid.

Section 15.8. Nurses Start Rate. All Nurses hired will start at the start rate. If the employer needs to offer a higher rate to obtain the services of a new Nurse then all Nurses at a lower rate than the rate being offered to the new hire shall be raised to the offered rate as well as the new hire.

Section 15.9. Direct Deposit. 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.

ARTICLE XVI

MISCELLANEOUS

Section 16.1. Outside Employment. Employees of Lapeer County Community Mental Health who are employed in a professional classification considering supplemental employment which might be considered as a potential conflict of interest will provide their supervisor with a written request and description of this employment, including anticipated hours and duties. The Employee's supervisor will review and forward this information to the Executive Director's office for review. The Executive Director will provide a written notice to the employee regarding authorization for this request for supplemental employment.

Section 16.2. Covenant Against Competition. For licensed professional Employees, it is understood that such Employees will not, within Lapeer County for one (1) year after they leave their employment, directly, on the Employee's own behalf, or on behalf or in conjunction with any other person, organization, partnership, firm, or corporation, solicit, divert, take away or attempt to take away any patient, consumer, or person receiving services from the Lapeer County Community Mental Health Services, and they further agree that they shall not take any list of patients, consumer, or persons receiving services from the Lapeer County Community Mental Health Services. The Employee recognizes that this understanding is necessary for the proper protection of the Lapeer County Community Mental Health Service legitimate business interests and its competitive position in the marketplace. Employee also recognizes any breach of this Agreement will irreparably harm the Lapeer County Community Mental Health Services and that such breach is not adequately compensated by money damages. The Employee agrees that equitable remedies, including but not limited to injunctive relief, are proper remedies for breach of this understanding.

Section 16.3. Safety Procedures. Both the Employer and Union acknowledge their commitment to maintaining a safe working environment. Employees shall promptly report any unsafe condition to their immediate supervisor. Specific complaints concerning safety shall be put in writing and shall be presented to the Employer for resolution under the grievance procedure commencing at Step II. If the Employer agrees the working condition is unsafe, then the employee may be reassigned until corrective action can be taken, but in no event shall an employee suffer reduction in wages or benefits. If there is a disagreement over the safety complaint or need for reassignment, then the employee may have recourse of the grievance and arbitration procedure. An arbitrator, however, shall have no jurisdiction to change or overrule a MIOSHA determination or to in any way change, overrule, or expand a State or Federal safety statute, regulation or rule.

The parties agree to utilize the existing structure of the Safety and Infection Control Committee to address concerns of workplace safety. The committee shall consist of at least two employee representatives from the collective bargaining unit and two managerial representatives. The committee shall meet at mutually agreeable times and places to discuss matters of facility and workplace safety.

Section 16.4. Inspection of Personnel Records. Employees have the right to review their personnel records consistent with the Bullard-Plawecki Employee Right to Know Act.

Section 16.5. Meetings and Seminars. If the Employer requires employees to attend seminars, institutions or conferences, or if an employee is granted the Employer's permission to attend an Employer-approved seminar, institution or conference, the Employer agrees to reimburse employees for their out-of-pocket expenses upon submission of proper documentation.

Section 16.6. Mileage / Meal Allowance.

- a. 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.

- b. 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.
- c. 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.

Section 16.7. Captions. The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

Section 16.8. Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of his or her current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in their name, address and telephone number within three (3) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment.

Section 16.9. Severability. If any Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be ruled invalid by such tribunal, the remainder of the Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 16.10. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the 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 in this Agreement, even though said subject 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. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by both parties.

ARTICLE XVII

DURATION

Section 17.1. Duration. Except where otherwise indicated, this Agreement shall become effective on January 1, 2007, and shall remain in full force and effect through and including December 31, 2009, and thereafter for successive periods of one (1) calendar year unless either party shall on or before ninety (90) calendar days prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

EXHIBIT A

WAGE SCHEDULE FOR BARGAINING UNIT EMPLOYEES

May 05, 2007 – December 28, 2007

<u>Pay Grade</u>	<u>Description</u>	<u>Entry Level</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
4	Clerk-Typist	\$11.51 \$23,940.80	\$12.48 \$25,958.40	\$13.43 \$27,934.40	\$14.39 \$29,931.20
4	Paraprofessional	\$11.51 \$23,940.80	\$12.48 \$25,958.40	\$13.43 \$27,934.40	\$14.39 \$29,931.20
5	Budgetary Account Clerk	\$12.30 \$25,584.00	\$13.32 \$27,705.60	\$14.35 \$29,848.00	\$15.38 \$31,990.40
7	Information Serv. Support Spec.	\$14.38 \$29,910.40	\$15.58 \$32,406.40	\$16.77 \$34,881.60	\$17.98 \$37,398.40
9	Agency Nurse (RN)	\$16.78 \$34,902.40	\$18.19 \$37,835.20	\$19.58 \$40,726.40	\$20.98 \$43,638.40
9	MH Professional - Bachelor Level	\$16.78 \$34,902.40	\$18.19 \$37,835.20	\$19.58 \$40,726.40	\$20.98 \$43,638.40
10	MH Clinician - Master Level	\$18.12 \$37,689.60	\$19.63 \$40,830.40	\$21.14 \$43,971.20	\$22.65 \$47,112.00

Effective Date: 05/05/2007
 Approved by Bargaining Unit: 05/09/2007
 Approved by LCBC: 05/10/2007
 Approved by LCCMHSB: 05/31/2007

EXHIBIT A

WAGE SCHEDULE FOR BARGAINING UNIT EMPLOYEES

December 29, 2007 – December 30, 2008

<u>Pay Grade</u>	<u>Description</u>	<u>Entry Level</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	2%
4	Clerk-Typist	\$11.74 \$24,419.20	\$12.73 \$26,478.40	\$13.70 \$28,496.00	\$14.68 \$30,534.40	
4	Paraprofessional	\$11.74 \$24,419.20	\$12.73 \$26,478.40	\$13.70 \$28,496.00	\$14.68 \$30,534.40	
5	Budgetary Account Clerk	\$12.54 \$26,083.20	\$13.59 \$28,267.20	\$14.63 \$30,430.40	\$15.69 \$32,635.20	
7	Information Serv. Support Spec.	\$14.67 \$30,513.60	\$15.89 \$33,051.20	\$17.11 \$35,588.80	\$18.34 \$38,147.20	
9	Agency Nurse (RN)	\$17.12 \$35,609.60	\$18.55 38,584.00	\$19.97 \$41,537.60	\$21.40 \$44,512.00	
9	MH Professional - Bachelor Level	\$17.12 \$35,609.60	\$18.55 38,584.00	\$19.97 \$41,537.60	\$21.40 \$44,512.00	
10	MH Clinician - Master Level	\$18.48 \$38,438.40	\$20.03 \$41,662.40	\$21.57 \$44,865.60	\$23.11 \$48,068.80	

Effective Date: 05/05/2007
 Approved by Bargaining Unit: 05/09/2007
 Approved by LCBC: 05/10/2007
 Approved by LCCMHSB: 05/31/07

EXHIBIT A

WAGE SCHEDULE FOR BARGAINING UNIT EMPLOYEES

December 31, 2008 – December 31, 2009

<u>Pay Grade</u>	<u>Description</u>	<u>Entry Level</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>2%</u>
4	Clerk-Typist	\$11.97 \$24,897.60	\$12.98 \$26,998.40	\$13.97 \$29,057.60	\$14.97 \$31,137.60	
4	Paraprofessional	\$11.97 \$24,897.60	\$12.98 \$26,998.40	\$13.97 \$29,057.60	\$14.97 \$31,137.60	
5	Budgetary Account Clerk	\$12.79 \$26,603.20	\$13.86 \$28,828.80	\$14.93 \$31,054.40	\$16.00 \$33,280.00	
7	Information Serv. Support Spec.	\$14.96 \$31,116.80	\$16.21 \$33,716.80	\$17.45 \$36,296.00	\$18.71 \$38,916.80	
9	Agency Nurse (RN)	\$17.46 \$36,316.80	\$18.92 \$39,353.60	\$20.37 \$42,369.60	\$21.83 \$45,406.40	
9	MH Professional - Bachelor Level	\$17.46 \$36,316.80	\$18.92 \$39,353.60	\$20.37 \$42,369.60	\$21.83 \$45,406.40	
10	MH Clinician - Master Level	\$18.85 \$39,208.00	\$20.43 \$42,494.40	\$22.00 \$45,760.00	\$23.57 \$49,025.60	

Effective Date: 05/05/2007
 Approved by Bargaining Unit: 05/09/2007
 Approved by LCBC: 05/10/2007
 Approved by LCCMHSB: 05/31/07

Exhibit B

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
Scaling 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
• Lifetime Maximum	\$1,000 per member for class IV services

Note: For non-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 billed for the difference between our approved amount and the dentist's charge.

Lapeer County - 48218

**Blue Cross
Blue Shield
Of Michigan**

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

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
	Once every 12 months	
Therapeutic Contact Lenses, medically necessary	Covered - \$7.50 copay	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

LAPEER COUNTY AND TEAMSTERS LOCAL 214

COMMUNITY MENTAL HEALTH UNIT

COMPENSATION APPENDIX

1. **HEALTH INSURANCE**

- 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.

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]↑

- 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

IN WITNESS WHEREOF, the parties have hereunto have set their hands and seals the

_____ day of _____, _____.

IN THE PRESENCE OF:

FOR THE COUNTY OF LAPEER

Witness

DAVID TAYLOR, Chairman
Lapeer County Board of Commissioners

Witness

JOHN BISCOE, Controller / Administrator
County of Lapeer

Witness

CHERYL CLARK, Personnel Committee
Lapeer County Board of Commissioners

Witness

MICHAEL VIZENA, Executive Director
Lapeer County Community Mental Health

IN THE PRESENCE OF:

FOR THE UNION

Witness

LES BARRETT, Business Representative
Teamsters Local #214

Witness

CHERYL BARTEL
Steward

Witness

ANN BRISTOL
Bargaining Committee Member

Witness

REBECCA LETTERMAN
Bargaining Committee Member

Witness

BECKY ROUSH
Bargaining Committee Member