

AGREEMENT

BETWEEN

COUNTY OF ARENAC

STANDISH, MICHIGAN

and the

**TEAMSTERS STATE AND COUNTY MUNICIPAL
WORKERS**

LOCAL 214

Effective Date: January 1, 2008
Expiration Date: December 31, 2010

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THIS AGREEMENT is made and entered into by and between the **ARENAC COUNTY**, as represented by its 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").

ARTICLE 1

UNION RECOGNITION AND REPRESENTATION

1.1: Recognition. The County acknowledges the express desire of its employees to be represented by the Teamsters as indicated in the certification dated November 5, 2001, and recognize the Teamsters as the sole and exclusive bargaining representative with respect to rates of pay, wages, hours of employment, and other conditions of employment of all the employees in the Bargaining Unit. The Bargaining Unit is described as follows:

All full-time and part-time department heads/supervisors, including:

911-director, equalization director, public guardian and maintenance supervisor, and *excluding*: elected public officials, confidential employees, casual employees, executives, as defined by the Act, and all other employees.

1.2: Bargaining Committee. The Bargaining Committee shall consist of no more than one (1) employee and of the bargaining unit, along with one (1) representative from Teamsters Local 214, who may or may not be a member of the bargaining unit. Should circumstances require, the bargaining committee may be temporarily extended by including actuaries, attorneys, or experts, though only one such person may participate and extend the committee at a time. Substitutions may be made by the Union if necessary.

1.3: List of Stewards. A list of the Stewards will be given to the Employer and kept up to date by the Union. The Union will be limited to naming one (1) Steward and one (1) Alternate Steward.

1.4: Special Conferences. The Employer and the Union agree to meet and confer on matters of interest or dispute upon the written request of either party, or of the bargaining unit, so long as such request is delivered to an officer of the bargaining unit or the involved Board Chairperson. Health and safety issues shall be included as matters of proper consideration for such special conferences. Such requests shall state the nature of the matter(s) to be discussed. Discussion shall be limited to the issues set forth in the request, unless it is mutually agreed to include other items. Such discussions shall not be used to renegotiate the terms and conditions of this Agreement. However, this provision does not prevent the parties from agreeing to various understandings and reducing such to writing. The special conferences shall be scheduled within ten (10) business days of the receipt of a party's request for such a conference, at a time and place mutually agreed upon. Each party may be represented at a special conference by not more than three (3) participants of their choosing, with the limitation that such participants have something

substantive to contribute to the conference. The ten (10) day period for scheduling the conference may be extended or reduced, by mutual agreement of the parties.

ARTICLE 2

STRIKE PROVISIONS

2.1: Unauthorized Strikes and Slowdowns. The Union hereby agrees that it will not encourage, sanction, approve, advise, assist in, or counsel regarding any strike, work stoppage, slowdown, or other interruptions of work on the part of those employees covered by this Agreement.

2.2: Discipline by Employer. Any strike, stoppage, slowdown, or interruption of work may result in disciplinary action against the employee(s) so involved, up to and including discharge.

2.3: Lockouts. The Employer will not put into effect any lockout during the term of this Agreement. This Section shall not apply to those circumstances where the Employer finds it necessary to lay off members of the bargaining unit.

ARTICLE 3

UNION SECURITY

3.1: Membership. Membership in the Union is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Union. Neither party to this Agreement shall expect, pressure, nor discriminate against any employee with regard to such matters. The Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Union.

3.2: Obligation. All present employees who are members of the bargaining unit on the effective date of this Agreement, shall as a condition of employment become obligated to either join the Union or pay a service fee in an amount equal to that portion of the Union membership dues which is related to the negotiation and Administration of this Agreement. For present employees, this obligation shall commence on the date of execution of this Agreement; for future employees who become members of the bargaining unit, the obligation shall commence on the thirty-first (31) day following their date of entry into the bargaining unit.

3.3: Removal. Any employee who refuses to comply with the terms of this Article shall be subject to removal from the bargaining upon thirty (30) days written notice to the Employer from the Union.

ARTICLE 4

DEDUCTION OF TEAMSTERS' DUES AND INITIATION FEES

4.1: Deduction. During the life of this Agreement the County agrees, in accordance with and to the extent of any applicable state or federal laws, to deduct initiation fees, if any, monthly

membership dues, and service fees, in the amount established by the Teamsters, proportionately each pay period, from the wages dues all persons required to pay the dues or service fee of the Teamsters who individually and voluntarily give the County written authorization to do so and the County shall forward such dues to: Teamsters, 2825 Trumbull Avenue, Detroit, Michigan 48216-1297 on or before the fourteenth (14th) day after each pay date. The Employer agrees to transfer dues and fees electronically to the Teamsters, when such method becomes available. Such written authorization shall be irrevocable for the duration of this Agreement and shall automatically renew itself for successive one-year periods thereafter, unless the employee gives written notice of termination to the County and the Teamsters at least fifteen (15) working days prior to any anniversary date of this Agreement. The Teamsters agree to indemnify and save the County harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Teamsters initiation fees, if any, and the Teamsters dues from an employee's pay. The Teamsters assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Teamsters.

4.2: Deductions. Deductions shall be made only in accordance with the provisions of the Authorization for Deduction From Pay, together with the provisions of this Agreement. The County shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

4.3: Delivery of Executed Authorization of Payroll Deduction Form. A properly executed Authorization for Deduction form, which has an original signature of the employee, for each employee for whom deductions are to be made hereunder shall be delivered to the County at the office designated by the County before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Deduction From Payoff forms which have been properly executed and are in effect. Any Authorization for Deduction From Payoff which is incomplete or in error will be returned to the Teamsters Secretary by the County.

4.4: When Deductions Begin. Deductions under all properly executed Authorization for Deduction From Pay forms shall become effective at the time the application is tendered to the County and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the employee has sufficient net earnings to cover such payment.

4.5: Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Teamsters, or where a deduction is not in conformity with the provisions of the Teamsters constitution or By-Laws, refunds to the employee will be made by the Teamsters. An employee selecting payments to a charity, as provided above, agrees by making such a selection that there will be no refunds for duplicate payments.

4.6: Termination of Deductions. An employee shall cease to be subject to deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. Where the County under the provisions of Section 1 above choose to deduct more than the proportional amount, the employee forfeits any excess monies paid to the Teamsters or charity.

4.7: Disputes Concerning Deduction. Any dispute between the Teamsters and the County, which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Deductions of Dues form, shall be reviewed with the employee by a

representative of the Teamsters and the designated representative of the County and no deductions shall be made until the matter is resolved.

4.8: Limits of County's Liability. The County shall not be liable to the Teamsters by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

4.9: List of Dues-Paying Members. The Teamsters will furnish the County, within fifteen (15) working days after the effective date of this agreement, the names of all members paying dues directly to the Teamsters. Thereafter the Teamsters will furnish the County a monthly list of any changes.

4.10: Discovery of Error. The County's sole obligation under this Section is limited to Deduction From Pay and initiation fees and, where applicable, or service fees in lieu of fees or dues. If the County fails to deduct such amounts as required by this Section, it shall deduct such amounts upon discovery of the error but its earlier failure to do so shall not result in any financial obligation whatsoever.

4.11: Indemnification. The Teamsters agree to indemnify and hold harmless the County from any liability and expense in defending against claims of liability arising from the requirements of the provisions of this Agreement pertaining to "Payment for Teamster's Representation" and "Deduction of Teamster Dues and Initiation Fees." Upon the County becoming liable for having complied with one, or both, of those provisions of the Agreement, the Teamsters shall immediately pay to the County the amount of money for which it is liable. If the Union fails to do so, the County may — in addition to any other remedy — retain to itself all monies deducted under "Deduction of Teamster Dues and Initiation Fees" until it is made whole for such liability, interest on any borrowing to cover such liability and the expense of defending against the claim for such liability.

ARTICLE 5

COUNTY RIGHTS

5.1: County Rights. County retains the right to manage its business and to direct its working force, subject to the terms of this Agreement.

5.2: Rights Reserved. The rights reserved and retained by County are by way of illustration and not limitation and subject to the terms of this Agreement as follows: determination and supervision of policies and all operations, methods, processes, duties and responsibilities of employees; determination of employment position held by each employee; determination of employee's status; size and type of the working force including the right of executives, administrators, managers, supervisors and consultants to work; qualifications needed to perform work, standards of performing work, assignments, work to be done, and hours of work; hiring; scheduling; discipline; discharge; promotions; transfer; demotions; layoff and recall of employees and the order thereof; making judgments as to the ability and skill of employees; form and amount of compensation for new classifications established within this bargaining unit; composition of the work force; uses of sub-contractors for performing any work; to subcontract, contract out, close down, or relocate operations or any part thereof; to expand reduce, alter, combine, transfer, assign

or cease any employment position, job, department, operation or service; to control and regulate the use of facilities, equipment, and other property of the County; to introduce different or improved research, delivery of service, procedures, methods of service, distribution of resources, and maintenance methods, materials, and equipment; to determine the number, location and operation of divisions, units, and all other sub-parts of the County; to issue, reissue, change and amend policies, rules, regulations, procedures, and practices; determining means, equipment and materials used to accomplish work; and the right to control the County's property. County's failure to exercise any right, prerogative, or function hereby reserved to it, or County's exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver by County to exercise such right, prerogative, or function nor preclude it from exercising the same in some other way.

5.3: Limitations. The exercise of the foregoing power, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

5.4: Subcontracting. Notwithstanding the foregoing, the Employer will not contract work out that is normally done by bargaining unit employees unless such subcontracting results in the contracting out of all of the affected Department's work.

ARTICLE 6

EMPLOYEES AT WILL: GRIEVANCE PROCEDURE FOR ECONOMIC CONTRACT TERMS EXCLUDING DISCIPLINE AND/OR DISCHARGE

6.1: Employees At Will/Severance Pay.

A. Employees in the bargaining unit are employees at will. Their employment may be terminated for any reason or no reason, at any time, by a majority vote of the County Commissioners elected and serving.

B. Bargaining Unit Employees who have been terminated from employment for other than "just cause" under this section shall be entitled to the following severance pay at their then rate of pay.

| | |
|----------------------------|----------|
| 2 years or less of service | 2 weeks |
| 3 years of service | 1 month |
| 4 years of service | 2 months |
| 5 years of service or more | 3 months |

If there is a dispute as to whether the termination was for "just cause," the issue may be determined pursuant to arbitration as provided for in subsection 6.3 C - F below, with the arbitrator's authority being limited to the whether the employee is entitled to severance pay under this provision. The arbitrator will have no authority to reinstate the employee or provide

for more compensation and provide for in the above reference severance pay provision. The arbitrator will be selected and compensated as provided in subsection 6.3 D & F below.

6.2: Grievance Procedure for Economic Contract Terms, Excluding Discipline and/or Discharge.

The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement, excluding discipline and/or discharge except as provided in subsection 6.1 B above. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within ten (10) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

6.3: Procedure.

Any employee having a grievance shall present it as follows:

All grievances shall be submitted within ten (10) working days of their occurrence or when the employee should reasonably have obtained knowledge of its occurrence. If not so submitted, the grievance shall be considered automatically closed. The grievance shall be reduced to writing and shall specify the section of the Agreement violated and the relief requested and shall be signed by the employee.

A. Step One - Verbal. Any employee who feels he or she has a grievance shall, with his or her Steward or Alternate, discuss it with the Board Of Commissioners Personnel Committee. The request for the discussion, made of the Personnel Committee Chairperson, shall constitute the filing of the grievance for purposes of Section 6.3 of this Agreement. If the matter is not resolved by such discussion, the Union must reduce the grievance to writing and submit it to the Personnel Committee Chairperson within five (5) working days following the date of the discussion.

B. Step Two - Written. Grievances reduced to writing and properly submitted to the Commission, in accordance with the provisions of Section 6.3, must clearly state and describe the nature and basis of the grievance. The Employer reserves the right to request clarification of any aspect of a written grievance that is unclear to it. The Employer shall have five (5) working days, after the receipt of the complying written grievance, to respond to the Union. The Commission shall answer the grievance within ten (10) working days after the meeting.

C. Failure of Settlement - Arbitration. If a settlement or resolution is not achieved in Step Two of the grievance procedure, the Union may request Arbitration through the Federal Mediation and Conciliation Services, under the applicable policies, functions, procedures, jurisdiction, and rules thereof.

D. Selected Arbitrator. The Arbitrator shall be selected by alternate striking. Either party may request a second list. The Arbitrator selected will hear the grievance promptly and will

issue his or her decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the grievance submitted.

E. Arbitrator's Authority. The power and function of the Arbitrator stems from this Agreement, and his or her function is to interpret and apply this Agreement, within the constraints state herein, and to determine whether alleged violations have occurred.

1. The Arbitrator shall have no power to add to, subtract from, or modify any term or terms of this Agreement, nor shall the Arbitrator have any power or authority to make any decision which is violation of this Agreement. Also, the Arbitrator shall have no power or authority to make any decision which would require the commission of an act prohibited by law or the omission of an act required by law.
2. So long as the decision of the Arbitrator is authorized by this Agreement, it shall be binding on the Employer, Department, Union, and grievant relative to the grievance brought.
3. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have received, less any unemployment compensation or compensation for personal services that the employee may have earned, recovered, received, or due. The employee shall submit such verification and release required by the Employer to permit full compliance with this Section.
4. The decision of the Arbitrator, in any case, shall not require an award of back pay in any case other than the one brought before him or her.
5. The Arbitrator may substitute his or her own judgment for that of the Employer only if he or she finds that the Employer has acted abusively, arbitrarily, capriciously, or discriminatorily.
6. In rendering decisions, the Arbitrator shall give full recognition and deference to the rights, powers, and authority of the Employer as indicated in this Agreement. The Arbitrator's decision shall be consistent with the rights reserved to the Employer by this Agreement.
7. The Arbitrator shall have no power to interpret local, state, or federal law, beyond the confines of this Agreement, nor shall the Arbitrator have the authority to hear matters involving constitutional rights or to render any section of this Agreement invalid due to some purported breach of any law.

F. Cost of Arbitration. The cost of the Arbitrator's services, including his or her expenses when applicable, shall be borne equally by both parties. Costs as a result of any cancellation of proceedings will be borne by the party responsible for the cancellation, unless such cancellation is mutually agreed upon by the parties. Each party shall be responsible for its own costs and expenses, and no action of one party may bind the other relative to the payment of any costs, fee, or expense.

6.4: Extending Time. Time limits between steps in the grievance procedure may be waived and/or extended by the mutual, written agreement of the Employer and the Union.

6.5: Time Computation. In computing days under the Grievance Procedure, Saturdays, Sundays, and holidays recognized under this Agreement shall be excluded.

6.6: Grievance Settlements. With respect to the processing, disposition, or settlement of any grievances initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the County and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and the County.

6.7: Election of Remedies. When remedies are available for any complaint and/or grievance of any employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 7

EMPLOYEES DEFINED

7.1: Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full-time and part-time employees who are employed in the collective bargaining unit as set forth in Article 1. For purposes of this Agreement, the following definitions are applicable:

- A. **Full-Time Employee.** A full-time employee is an employee who is regularly scheduled to work the official forty (40) hours a week workweek in a position classified by the Employer.
- B. **Regular Part-Time Employees.** A regular part-time employee is one who is working regularly on a regular schedule thirty (30) or more hours a week, but less than the official forty (40) hours a week workweek in a position classified by the Employer.
- C. **Special Part-Time Employees.** An employee regularly scheduled to work less than thirty (30) but more than fifteen (15) hours per week on a regular schedule shall be considered a special part-time employee. Employees working fifteen (15) hours or less per week will not be covered by the terms of this Agreement; however, they shall not be used in such a manner as to replace or displace bargaining unit employees.

7.2: Substitute Employee. A substitute employee shall be one who is employed on a temporary basis to fill a vacancy created by a regular employee who, under the terms of this Agreement is on a personal or medical sick leave of absence or other approved leave not to exceed

two (2) years, or length of seniority, whichever is less, and whose employment will terminate upon the return of the regular employee to that position.

7.3: Substitute Employees Status. Substitute employees will not be covered by the terms of this Agreement, however, they shall not be used in such a manner as to permanently replace or displace bargaining unit employees.

ARTICLE 8

LAYOFF

8.1: Meeting Between the Employer and the Union. Once the Employer determines that a lay off, to whatever extent, will be required, the Employer will notify the Union Steward, with a copy sent to Local 214. In such an event, a meeting may be convened, between the Employer and the Union, at the request of the Union, as soon as is practicable, to discuss what impact the lay off will have on the members of the bargaining unit. The Union may be represented by no more than three (3) people of its choosing, at least one of whom must be a member of the bargaining unit. The Employer may be represented by no more than three (3) people of its choosing.

8.2: Conduct of the Meeting. The Employer agrees that the Union will participate in deciding how best to minimize the negative impact of any lay off on the members of the bargaining unit. The Union recognizes that the ultimate decision regarding who will be laid off rests with the Employer. The Union will retain its grievance rights, should it feel that other Articles of this Agreement have been violated by the implementation of a lay off.

ARTICLE 9

WORKING HOURS/SALARY

9.1: Work Schedules. The starting and quitting times of employees may be changed by the Board of Commissioners. Eight (8) hours of work shall constitute a normal day's work. The regular work-week for all employees shall consist of forty (40) hours to be worked at the rate of eight (8) hours per day, starting Monday and ending Friday.

9.2: Meal Breaks. Each full time employee will be allowed a one-half (1/2) hour unpaid break for lunch.

9.3: Rest Breaks. Full-time employees are allowed rest breaks twice a day. To the extent possible, rest periods will be scheduled with one in the first four (4) hours of the workday and one in the last four (4) hours of the work day. Each rest break period is not to exceed fifteen (15)minutes. Rest breaks do not accumulate if not taken.

9.4: Compensatory Time. In the event that an employee covered by this Agreement is required to perform outside the normal forty (40) scheduled hours, he/she shall receive compensatory time in lieu of payment for such work. Compensatory time will be given on a one-for-one basis. There shall be no cash value to compensatory hours. Compensatory time may be utilized at the discretion of the employee. However, compensatory time off may not be scheduled for more than two consecutive days at any one time. Compensatory time will be accumulated on a yearly basis, with no carryover from one year to the next.

ARTICLE 10

SALARIES AND LONGEVITY

10.1: Classification And Rates. See Schedule "A" attached and incorporated herein for a schedule of classification and salaries for all employees subject to the terms of this Agreement.

10.2: Longevity Payment. Eligible regular full time employees will receive a lump sum, less applicable taxes, on the first pay after the employee's anniversary date, based on the effective date of hire, using the following schedule:

| | |
|----------------|----------|
| After 5 years | \$350.00 |
| After 10 years | \$520.00 |
| After 15 years | \$670.00 |
| After 20 years | \$850.00 |

ARTICLE 11

HEALTH AND WELFARE BENEFITS

11.1: Medical, Dental and Vision Insurance.

A. Health Insurance. Subject to (B) below, the County agrees to pay in full hospitalization (Blue Cross and Blue Shield) insurance for all regular full-time employees and their dependents, and the single subscriber premium for regular part-time employees.

As soon as possible after ratification of this Agreement by both parties, the County will offer to the employees at least three options for health care coverage, listed below. After initial enrollment, employees may change between the offered plan options once annually during the annual insurance open enrollment period.

Option 1 (high) Suffix 05449-0002

Blue Cross Blue Shield Community Blue PPO Plan 1; Preferred Rx \$10, MOPD 2X, PD-XED; Blue Cross Blue Shield Traditional Plus Dental Plan 1 with Class 1, 100% - Class 2, 50% - Class 3, 50% - \$800 Maximum; Blue Cross Blue Shield Vision A 80 Plan 24/24/24 with FLVS 12 month lens and exam rider.

Option 2 (middle) Suffix 05449-0005

Blue Cross Blue Shield Community Blue PPO Plan 1; Preferred Rx \$10/20, MOPD 2X, PD-XED; \$15 Office Call; Blue Cross Blue Shield Traditional Plus Dental Plan 1 with Class 1, 100% - Class 2, 50% - Class 3, 50% - \$800 Maximum; Blue Cross Blue Shield Vision A 80 Plan 24/24/24 with 12 month lens and exam rider.

Option 3 (free) Suffix 05449-0006

Blue Cross Blue Shield Community Blue PPO Plan 2 (100/200 deductible with 10% co-pay); Preferred Rx \$10/20, MOPD 2X, PD-XED; \$20 Office Call; Blue Cross Blue Shield Traditional Plus Dental Plan 1 with Class 1, 50% - Class 2, 50% - Class 3, 50% - \$800 Maximum; Blue Cross Blue Shield Vision VSP Plan 24/24/24.

Option 4 Suffix 05449-0004 (HSA)

Blue Cross Blue Shield Option Flex 2 HAS. \$1250/\$2500 Deductible with 20% co-pay to \$1000/\$2000 maximum; with Preventive Care Benefit (100%, \$500 maximum), XVA, PD-XED, Step Therapy, Blue Cross Blue Shield Traditional Plus Dental Plan I with Class I, 50%, Class II, 50%, Class III-\$800 maximum; Blue Vision/VSP 24/24/24.

1. If an approved leave of absence is granted an employee, he/she may have the option to pay his/her Blue Cross and Blue Shield payments to keep their coverage intact to the extent permitted by the insurance carrier.
2. An employee may also add dependent continuation coverage provided the employee pays the full cost of this rider through payroll deduction.

B. Premiums. Effective upon ratification, the Employer's obligation under Section A of this Article for payment for hospitalization, dental and optical insurance shall be limited in 2008 to:

| | |
|-------------|--------------------|
| Single | \$365.00 per month |
| Two-Person | \$747.18 per month |
| Full Family | \$896.64 per month |

The Employee shall be obligated to pay the full amount of the deductible under the HSA plan. This may be done by payroll deduction or direct payment, subject to the terms of the carrier. The employer shall have no responsibility for the deductible payment.

Effective January 1, 2009, the Employer shall pay any increases in the premium of the HSA plan (Option 4) up to the following amounts for the life of this Agreement. This increase shall also be applied to Options 1, 2 and 3. The maximum employer contribution is set forth below:

| | |
|------------|------------|
| Single | \$410.00 |
| Two-person | \$835.00 |
| Family | \$1,000.00 |

Any increase in the premium of the Options beyond the above amounts during the life of this agreement shall be borne by the employee. If any other unit, except arbitration eligible units, or elected or appointed officials receives increases for insurance other than the above reference amounts, then the employees covered by this Agreement shall receive the same. If either party becomes aware of comparable coverage which would reduce the cost of health care, the parties agree to meet and discuss the possibility of changing coverage.

C. Pay in Lieu Of. In lieu of medical insurance benefits, an employee not covered by the County of Arenac Blue Cross/Blue Shield policy may elect to receive compensation of \$2,500.00 (per year) with proof of other insurance (Company) coverage. In the event an employee and spouse are both employed by the County, a single in lieu of payment shall be made when both spouses decline coverage under the County's medical insurance plan.

D. Retirement. Employees who retire from active employment and were immediately eligible for retirement benefits may continue to participate in the same health insurance, dental and optical insurance offered to the County's active employees by paying the premiums. Upon the retiree becoming eligible for Medicare coverage, the retiree's coverage shall be converted to a Medicare coordinated policy. The above retiree coverage is contingent upon the insurance carriers permitting retired employees participation at the retiree's cost.

11.2: Life Insurance. The County agrees to pay in full, life insurance premiums for a \$20,000.00 policy with Accidental Death and Dismemberment provisions in the same amount for regular full-time and regular part-time employees.

11.3: Short/Long Term Disability Plan.

A. The Employer shall provide all eligible regular full time employees scheduled 30 hours a week or more with a disability plan that provides 66 2/3% of an employee's base wage. The plan shall begin after an eight (8) calendar day waiting period of disability for illness and shall continue until age 65 or the end of disability, whichever occurs first. Periods of disability related to the same cause and separated by less than 2 consecutive weeks of employment shall be considered as 1 period of disability. Periods of disability for unrelated causes must be separated by at least 1 day of work to qualify as separate disabilities.

B. During the eight (8) calendar day waiting period, the employee must use accumulated sick leave, or personal leave, in that order. Any employee who is subject to losing personal leave because of the end of the year caps shall use any time subject to being lost, before the normal order of usage is utilized.

C. An employee may elect to supplement the remaining amount of base wage by using available paid leave as outlined in the paragraph above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee elect to supplement this plan the employee shall continue to receive all benefits provided under this summary. An employee covered by this Agreement, who becomes eligible for the Income Protection Plan because of disability, shall have his/her salary stopped immediately upon such eligibility. The County agrees that it will supplement the disability payments for a period of six months. Thereafter the employee may supplement such payments with any accumulated leave, as set forth above.

D. Health insurance will be maintained while receiving the plan benefits at the same level and under the same conditions which existed when the employee went out, subject to any changes authorized by this Collective Bargaining Agreement, for up to twelve months, or until all paid leave is exhausted, whichever is longer.

E. The Employer reserves the right to self fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self funding at the Employer's option provided the benefits remain as agreed to under this plan.

F. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee and Employer.

11.4: Worker's Disability Compensation.

A. Arenac County currently provides worker's disability compensation insurance at no cost to you. In the event of a work-related injury or condition, worker's disability compensation insurance may provide wage loss benefits.

B. Following an accident at work or upon learning of a medical condition arising out of your employment with Arenac County, you must notify the Personnel Committee Liaison within 24 hours of the accident so that a report may be filed with Arenac County's insurance provider. Arenac County may require a medical release prior to allowing an employee to return to work. Arenac County may require that the employee submit to a necessary medical evaluation by a doctor selected by Arenac County or Arenac County's insurance provider.

C. The Employer agrees to supplement Worker's Compensation payments for a period of sixty (60) days, in an amount not to exceed what they would normally earn. Time lost due to being on Worker's Compensation will be considered as time worked.

11.5: Pension Plan/MERS Plan. The Employer shall provide employees with MERS B-4 Pension Plan at the Employer's cost.

All full time members of the bargaining unit hired after January 1, 2009 will participate in a Defined Contribution Pension Plan. The plan will be administered by MERS. The County agrees to contribute an amount equal to 6% of the employee's gross wages each pay period. The County further agrees to match any employee contribution up to an amount equal to a maximum of 3% of the employee's gross wages should the employee choose to contribute to the plan.

ARTICLE 12

ALLOWABLE PAID HOLIDAYS/PAID LEAVE

12.1: Holidays.

A. Arenac County observes the following holidays:

| | |
|---------------------------|-----------------------------------------|
| January 1, New Years' Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday) | Day after Thanksgiving Day |
| Memorial Day | Scheduled workday before Christmas Day |
| 4 th of July | Christmas Day |
| Labor Day | Scheduled workday before New Years' Day |
| President's Day | |

B. All offices will close except those required by law to remain open. Regular full time employees who have completed thirty-one (31) days of service in an eligible employment classification shall only receive holiday pay if they work the day before and the day after a holiday, unless excused by the Board of Commissioners.

C. When one of the holidays specified above falls within an eligible employee's approved vacation period and the employee is absent from work during the regular scheduled work week because of such vacation, the employee can take an additional day off.

D. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would have been scheduled to work on that day.

E. When a holiday falls on a Saturday, the previous Friday shall be observed as the holiday (in the case of Christmas and New Years' only). When the holiday falls on a Sunday, the following Monday shall be observed as the holiday (in the case of Christmas and New Years' only).

12.2: Vacations. Eligible full time regular employees shall earn paid vacation days at the beginning of each date of hire year in accordance with the following schedule:

A. After 1 year, but less than 6 years, 10 paid vacation days shall be granted.

B. In addition to the above 10 days, merit vacation is credited for consecutive years of services and computed from the anniversary date of hire as follows:

| | |
|--------------------------------|---------------------------------|
| Anniversary date on: 6 years = | 10 vacation days + 1 merit day |
| 7 years = | 10 vacation days + 2 merit days |
| 8 years = | 10 vacation days + 3 merit days |

| | |
|------------|----------------------------------|
| 9 years = | 10 vacation days + 4 merit days |
| 10 years = | 10 vacation days + 5 merit days |
| 11 years = | 10 vacation days + 6 merit days |
| 12 years = | 10 vacation days + 7 merit days |
| 13 years = | 10 vacation days + 8 merit days |
| 14 years = | 10 vacation days + 9 merit days |
| 15 years = | 10 vacation days + 10 merit days |
| 20 years = | 10 vacation days + 15 merit days |

C. Eligible full time employees who have not completed 12 months of qualified service are not eligible for vacation days. However, employees will be credited with vacation time once the period has been completed.

D. Employees may accumulate a maximum of 30 vacation days provided that all employees must take at least 5 vacation days each year. However, employees shall not take more vacation days than has been accumulated and vacation in excess of 20 days shall require written approval of the department head and the Board of Commissioners.

E. Vacation days must be scheduled in advance with the Personnel Committee. The Board of Commissioners retains the right to approve and disapprove, in whole or in part, vacation requests, and may reschedule vacations dependent upon the department's operational needs.

F. In case of retirement, resignation, discharge or death of an employee, he/she or their estate will be paid for their unused vacation days, not to exceed 30 days, which have accumulated to his or her credit on a pro-rata monthly basis.

G. Vacation days will not be allowed in less than V2 day increments.

12.3: Personal Days. Each year, 3 personal days shall be granted upon completion of the first year to be used at the Department heads discretion. Personal days shall not be accumulated.

12.4: Sick Leave.

A. Earnings and Accumulation.

Paid sick leave shall be granted to each employee after having been continuously in the employment of the Employer for a period of ninety (90) workdays on the basis of ten (10) days to be applied on the anniversary date of the employee. Such employee may accumulate sick leave days without maximum..There shall be no payment for sick leave days accumulated after January 1, 2009. Such days may be utilized to supplement disability payments under Article 11.

B. Sick Leave Use. Sick leave shall not be used for vacations but may be used for medical or dental treatment for the employee or the employee's spouse, parents, children and/or household members. No more than the actual time used, as recorded on the time clock, shall be charged against the employee's sick leave accumulation record.

C. Sick Leave During Leaves of Absence. No employee shall be eligible for or accumulate paid sick leave during a leave of absence, or paid sick leave and leave for worker's compensation, nor will sick leave credits accumulate during lay-off. When a laid off employee returns to work, their previous unused sick leave shall be placed to their credit.

D. Payoff on Termination. (For days accrued prior to January 1, 2009)

Any employee leaving the employment of the County shall be paid one-third (1/3) of his/her accumulated sick leave except two-thirds (2/3) payment shall be made to employees with ten (10) years or more of service.

E. Payoff on Death or Retirement. (For days accrued prior to January 1, 2009)

In case of death or retirement of an employee, payment of one hundred percent (100%) of their unused sick leave shall be paid to the employee or their estate, based upon their hourly rate, at the time of death or retirement.

F. Worker's Compensation. Employees may apply accumulated paid sick leave to supplement Worker's Compensation payments but not to exceed what they would normally earn. Time lost due to being on Worker's Compensation will be considered as time worked.

12.5: Funeral Leave. In the case of a death of an employee's parent, spouse, child, sister or brother, mother-in-law, father-in-law, grandparent, or grandchild, an employee will be granted a leave of absence with pay for a period not to exceed three days. In the event of a death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle or aunt, an employee will be granted a leave of absence for one day with pay. Additionally, time shall be granted for extenuating circumstances with the approval of the Personnel Committee and or elected official. In any case, total paid leave is not to exceed 3 consecutive working days and any time above this will come from the employees time bank.

12.6: Jury Duty. Leave shall be granted to any employee who is called for jury duty. A statement shall be provided by the employee to indicate the total amount of compensation received for jury duty. If such compensation does not equal his/her usual salary, there shall be payment of salary by the County.

12.7: Building Closure. The Chairperson of the Arenac County Board of Commissioners shall have the authority to close the Arenac County Building for necessary reasons. In his/her absence, the Vice-Chairperson shall have the authority to close the Arenac County Building.

12.8: Pre-Induction Physical Examinations. Employees ordered to report for a physical examination before induction to the armed services will be excused for the time needed for such examination.

12.9: Blood Donations. Employees are encouraged to volunteer as blood donors. Absence for giving blood to the American Red Cross, or in emergencies to local hospitals without compensation for it, shall be excused.

12.10: Professional Conference. Attendance at professional conferences or related meetings, when authorized by the County Board shall be treated as a special work assignment.

ARTICLE 13

UNPAID LEAVES OF ABSENCE

13.1: Personal Leaves. A regular employee that has completed 6 months of employment may request an unpaid personal leave of absence for a period not to exceed 5 working days in any one calendar year. If this initial leave period is insufficient, consideration will be given to a written request for a single extension of no more than 30 calendar days. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Personnel Committee. A personal leave of absence may be granted to attend an educational institute, or for other reasons deemed appropriate by the Personnel Committee other than for FMLA purposes. All personal leaves of absence shall be without pay and benefits. Employees may continue insurance coverage at their own expense during a personal leave of absence. An employee will not accumulate sick leave or vacation time, nor will be paid for holidays, which may fall during the leave period.

If the employee fails to report to work at the expiration of the approved leave period, they will be deemed to have voluntarily quit their position.

13.2: Military Leave. The County abides by the mandatory provisions of Federal and State laws regarding re-employment rights of veterans and in granting leaves of absence.

13.3: Family and Medical Leaves.

A. An eligible employee who has completed 12 months of employment and worked at least 1250 hours in the past 12 months may request an unpaid leave of absence for a period not to exceed 12 weeks in any 12 month period measured forward from the date the employee's first FMLA leave begins. The request should be in writing, must give the reason for the request and must give the expected duration of leave. The leave may be taken for the following reasons:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;
2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
3. Because of the birth of a child of the employee, in order to care for the child within 12 months of the child's birth;
4. Because of the placement of a child with the employee for adoption or foster care, and in order to care for the child within 12 months of the child's placement.

B. Unless leave is taken for the employee's own serious health condition or that of his or her child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to 12 weeks.

C. Substitution of Paid Leave. An employee is required to use all accrued paid sick leave, personal leave days and annual leave for leave taken for the employee's serious health

condition or to care for a seriously ill spouse, child or parent. An employee is required to use all accrued paid annual leave and personal leave days for leave taken for the birth or placement of the employee's child, or to care for the child within 12 months of the child's birth or placement.

When leave is taken for the birth of a child or to care for the child within 12 months, and the leave is foreseeable based on the event, the employee must provide not less than 30 days notice before the leave is to begin. If the date of the birth or leave to begin is not foreseeable, such notice must be as soon as is practicable.

When leave is taken for the employee's serious health condition, or to care for a seriously ill spouse, child or parent, and the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations, and must provide not less than 30 days notice before the date the leave is to begin. If the date of treatment requires leave to begin in less than 30 days, however, the employee must provide such notice as is practicable.

D. Medical Certification. When leave is taken for the employee's serious health condition, or to care for a seriously ill spouse, child or parent, the Employer may require certification issued by the health care provider of the employee or the spouse, child or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time.

E. For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:

1. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.
2. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
3. When leave is taken to care for a seriously ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.

F. Second and Third Opinions: Re-certification. The Employer may require, at its own expense if not covered by insurance, a second medical opinion from a health care provider designated by the Employer, but not employed on a regular basis by the Employer. In the event of a dispute concerning the second certification, the Employer may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and Employer must agree on the selection of the third health care provider whose opinion is binding on both parties. The Employer may require that the employee obtain subsequent re-certification on a reasonable basis.

G. Benefits During Leave. The Employer will continue to pay the Employer's portion of an employee's health insurance premiums for an eligible employee during the period the employee is on leave for any of the reasons under Subsections A (1)-(4) above. The employee shall be responsible to pay his/her portion, if applicable, of health insurance premiums during the period the employee is on leave for any of the reasons under Subsection A (1)-(4) above. If an

employee's health insurance premium payment is more than 30 days late, the Employer upon 15 days notice to the employee may cease to continue the employee's health insurance coverage if the employee does not pay his/her portion of health insurance premium prior to the specified time. The Employer may recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the Employer maintains health coverage by paying the employee's share after the premium payment is missed. In all other circumstances, the Employer will not continue to pay health insurance premiums for an employee on an unpaid leave of absence. The employee may continue insurance coverage at his/her own expense during any unpaid leave of absence. The employee will not accumulate paid sick or annual leave nor be paid for holidays, which may fall during the period of unpaid leave. If the employee fails to return after the leave has expired due to circumstances within the employee's control, the Employer may recover from the employee any premiums, which the Employer paid to maintain medical coverage during the leave.

H. Return Rights. Upon return from a leave taken for a reason listed under Subsection A (1)-(4) above, the employee will be returned to his/her former position or to a position equivalent in pay, benefits, and other terms and conditions of employment. In all other circumstances, the employee is not guaranteed that he/she will be restored to his/her former position or to an equivalent position. The decision will be at the discretion of the Employer.

ARTICLE 14

MILEAGE REIMBURSEMENT AND TRAVEL

A. Employees who are required by the County to use their personal vehicle in the performance of their job responsibility shall be reimbursed at the IRS established rate. All business travel must be approved in advance by the Board of Commissioners.

B. When approved, the County will reimburse the reasonable costs of travel, meals, lodging and other reasonable expenses in amounts determined by the Board of Commissioners directly related to the accomplishment of County objectives. Employees must submit completed travel expense reports and all receipts monthly.

ARTICLE 15

MEDICAL VERIFICATION

The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify sickness, disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's sickness, disability or the

employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and the Union. The Employer shall pay the cost of seeing the Employer's physician and any third physician if not covered by insurance.

ARTICLE 16

GENERAL PROVISIONS

16.1: Gender. All reference to employees in this Agreement designate both sexes, and wherever the male gender or female gender is used, it shall be construed to include both male and female employees.

16.2: Employee Information. It is the responsibility of each and every employee to submit change in status forms to the County Clerk's office.

16.3: Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

16.4: Waiver. 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

16.5: Amendments. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

16.6: Savings Clause. This Agreement and its various parts, sentences, clauses and Sections are hereby declared severable and if any part is adjudged void or invalid, such judgment shall not alter the validity of this Agreement as a whole, or any particular part not adjudged void or invalid.

16.7: Binding Effect. The terms and conditions of this Agreement shall be binding upon the parties, and upon the bargaining unit employees and management, upon ratification of the Agreement by the bargaining unit members and by the Employer.

ARTICLE 17 **DURATION**

This Agreement shall be and remain in full force and effect from January 1, 2008, and shall continue in full force and effect until December 31, 2010, and thereafter for successive one (1)

year periods unless one of the parties hereto on or before the ninetieth (90) day next preceding the anniversary date, shall notify the other party hereto in writing of its desire to modify same. A notice of a desire to modify, alter, amend, negotiate or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent one (1) year period, whichever is the case, in accordance with applicable law, and in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof. Notwithstanding the foregoing, any employees who voluntarily or involuntarily terminate their employment prior to the date of ratification and execution of this Agreement by both parties will not receive salary or benefits retroactive.

COUNTY OF ARENAC

TEAMSTERS STATE AND COUNTY
MUNICIPAL WORKERS LOCAL 214

By: _____ By: _____
Raymond Daniels, Chairperson Curtis Brown, Business Agent

By: _____ By: _____
Jane Danjin, Commissioner Alex Rosebrugh

By: _____ By: _____

SCHEDULE A

SALARY SCHEDULE

Effective January 1, 2008:

| | |
|--------------------------------|-------------|
| 911 Director/Emergency Manager | \$37,560.00 |
| Public Guardian | \$29,637.73 |
| Maintenance Supervisor | \$34,555.00 |
| Equalization Director | \$40,500.00 |

Effective January 1, 2009:

| | |
|--------------------------------|-------------|
| 911 Director/Emergency Manager | \$38,560.00 |
| Public Guardian | \$30,637.73 |
| Maintenance Supervisor | \$35,555.00 |
| Equalization Director | \$41,500.00 |

Effective January 1, 2010:

| | |
|--------------------------------|-------------|
| 911 Director/Emergency Manager | \$39,560.00 |
| Public Guardian | \$31,637.73 |
| Maintenance Supervisor | \$36,555.00 |
| Equalization Director | \$42,500.00 |