

AGREEMENT

between

***THE COUNTY OF LAPEER,
LAPEER COUNTY HEALTH DEPARTMENT***

and

MICHIGAN COUNCIL #25, AFSCME LOCAL 1421

***Effective: January 1, 2007 - December 31, 2009
Board Motion #15-07***

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AGREEMENT

This Agreement made and entered into this 4th day of January, 2007 by and between the Lapeer County Health Department, represented by the Lapeer County Board of Commissioners, hereinafter referred to as "County" or "Employer", and represented Lapeer County Health Department Employees, Chapter of Local 1421, affiliated with Michigan Council #25, AFSCME, AFL-CIO, and hereinafter referred to as "Union" or "Employee(s)".

ARTICLE I

PURPOSE AND INTENT

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

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

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

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

ARTICLE II
RECOGNITION

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and for the conditions of employment for the term of this contract, for the following Employees of the Employer included in the bargaining unit described below:

A. Unit I

All Alcohol and Drug Therapists, Environmental Health Sanitarians, Nursing Employees, and regularly scheduled full-time and regular part-time Account Clerks, Vision and Hearing Technicians, Receptionists, Clerk Typists, Systems Managers, Chief Clerks, Clinic Assistants, Home Health Clerks, and Clerks, Public Health Secretary, Environmental Health Coordinator, Clinic Technician, Public Health Program Coordinator / Public Health Clinic Coordinator, Public Health Educator and Dietician, working for the Lapeer County Health Department; excluding all confidential employees and supervisors of the Lapeer County Health Department.

All full and regular part-time employees of the Senior Activities Program, excluding supervisors.

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

3. The term "Employee" and "Employees", when used in this Agreement, shall refer to and include only those employees specifically identified in this Article, who have completed their probationary period as set forth in this Agreement, who are employed by the Employer in the collective bargaining units described in Section I.

4. The term "Employer" shall mean the County of Lapeer. The definition of the "Employer" contained in this Agreement is for the sole purpose of defining rights and responsibilities under this Agreement and it shall not be binding upon the parties hereto for other purposes to the extent that an employer may be otherwise defined under the laws of the State of Michigan.

ARTICLE III

AGENCY SHOP

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

2. Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in the Union.

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

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

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

ARTICLE IV

CHECKOFF

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

2. The Employer will deduct, upon signed authorization by the requesting Employee, all dues as stated for the Union and forward same to the Union each month. During the term of this Agreement, the Employer shall be entitled to rely upon the authorization form shown on Page 5 of this Agreement as the appropriate authorization for purposes of this paragraph. Dues 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. The Employer agrees during the period of this Agreement to provide for check-off service without charge to the Union.

3. The Employer shall remit the aforementioned dues to the financial officer of Michigan Council 25, AFSCME, AFL-CIO, at such address as the Union shall provide to the Employer.

4. 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's pay of Union dues. The Union assumes full responsibility for the disposition of the deduction so made, once they have been remitted to the Union.

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

- () An amount established by the Union as monthly dues.

or

- () An amount established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO, in behalf of Local 1421.

By: _____

Print: Last Name	First Name	

Address	Zip Code	Telephone

Department	Classification	

Signature	Date	

ARTICLE V

REPRESENTATION

1. Bargaining Committee: The Employees shall be represented by a bargaining committee of five (5) members, who shall be elected in any manner by the Employees. All Employees of the bargaining committee shall be seniority Employees of the Employer. The bargaining committee shall represent Employees in connection with negotiations leading to this Collective Bargaining Agreement and any amendments, modifications, renewals or replacements of this Collective Bargaining Agreement.

2. Chapter Chairperson, Stewards, and Alternate Stewards. The Employees covered by this Agreement will be represented by five (5) Stewards. The Union shall have the exclusive right to assign said Stewards and shall assign at least one (1) Steward to each of the following locations or departments:

Nursing

Environmental Health Sanitarians

Alcohol and Drug Therapists

Health Department Support Staff

Senior Activities Program

- a) The Employer shall be notified of the names of the Stewards assigned to the aforementioned locations or departments.
- b) The Employer shall be notified of the names of the Alternate Stewards who would serve only in the absence of a regular Steward.

3. The Steward and Alternate have no authority to take strike action or any other action interrupting the Employer's business. Employer recognizes these limitations upon the authority of Steward and Alternate and shall not hold the union liable for any unauthorized acts.

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

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

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

6. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and one (1) representative of management. Such conferences shall generally take place after work hours, except by mutual consent. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. A special conference may be attended by representatives of the Council and/or representatives of the International Union. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the special conference.

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

ARTICLE VI

RIGHTS AND RESPONSIBILITIES

1. No Strike. In no event will the Union cause or authorize or permit its members, or any of them, to cause, nor will any member of the bargaining unit take part in any strike, sympathy strike, sit-down, stay-in, slow-down, stoppage, interruption or impeding of work, or curtailment of, or interference with any operation of the County in any building, office, grounds or facility of the County during the term of this agreement or during any extension of the Agreement.

a) In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility 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, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

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

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

ARTICLE VII

MANAGEMENT RIGHTS

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

a) In addition to all such rights conferred by law, the County and its department heads reserve the right to manage its affairs efficiently and economically including, but not by way of limiting, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, and the schedules of work, the right to purchase work, processes, or services of others; the selection, procurement, design, engineering and control of tools, equipment, and materials; the discontinuance of any services, material or methods of operation, the quantity and quality of service; the right to hire, to suspend, or discharge for just cause, to assign, promote or transfer Employees; to determine the amount of overtime, if any, to be worked, to adjust the work force unilaterally for short periods in the event of an emergency beyond the control of the County, to relieve Employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work, and determine the number of Employees assigned to each job classification; to establish, change, combine, or discontinue job classifications and prescribe and assign job duties; to adopt, revise, and enforce working rules and regulations. None of the aforementioned rights shall reduce or abridge the express provisions of this Agreement.

ARTICLE VIII

DISCHARGE AND DISCIPLINE

The Employer shall not discharge or discipline any Employee without just cause, but in respect to discharge, shall give at least one (1) warning notice of the Complaint against such Employee to the Employee in writing, and a copy of the same to the Union; except that no warning notice need be given to any Employee before he is discharged, if the cause of such discharge is insubordination, dishonesty, drunkenness, theft, recklessness, or other serious offense.

The discharged or disciplined Employee will be allowed to discuss his discharge or discipline with his Steward, if practical; provided, however, that the Employee shall be granted a hearing with his immediate supervisor within two (2) working days of his discharge, at his request or at the request of the Steward.

Should the discharged or disciplined Employee consider the charge to be improper, a Complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline or the day of the hearing as provided above. The Employer will review the discharge or discipline and give its answer in writing within five (5) regularly scheduled working days after receiving the Complaint. If the decision is not satisfactory to the Union, the Union may, within five (5) days after receiving the answer of the Employer, refer the matter directly to Step 4 of the Grievance Procedure.

ARTICLE IX
GRIEVANCE PROCEDURE

1. Definition of Grievance. A grievance shall be a complaint by an Employee or the Union concerning the application and interpretation of this Agreement as written. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violation.

2. Grievance Procedure. All grievances shall be processed in the following manner:

Step 1: Any Employee having a grievance shall first raise the matter with his immediate supervisor. If not settled at that time, it shall be reduced to writing and signed by the grieved Employee. Any grievance not submitted within ten (10) working days of the occurrence giving rise to the grievance, shall be considered automatically closed.

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

Step 3: In the event the grievance is not settled in Step 2, a meeting shall be held between the Chapter Chairperson and/or grievant and the Lapeer County Public Health Officer within ten (10) working days after receipt of the written decision in the previous step. The decision of the Lapeer County Public Health Officer shall be given in writing within five (5) working days after the termination of this meeting.

Step 4: In the event the grievance is not settled in Step 3, a meeting shall be held between the Chapter Chairperson and/or grievant, the Lapeer County Public Health Officer representative of the Employer selected by the Lapeer County Board of Commissioners, within ten (10) working days after receipt of the written decision in the previous step. Either party may have outside representatives present. The decision of the Employer shall be given in writing within five (5) working days after the termination of the meeting.

Step 5: The Union shall have the right within ten (10) working days after receipt of the written decision in the previous step to request the matter to be submitted to an impartial arbitrator, pursuant to the rules and regulations of the American Arbitration Association, if the matter is not resolved in Step 4. The decision of such arbitrator shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, alter or amend, add to or subtract from, the terms of this Agreement. Costs of the arbitrator shall be shared equally by the Employer and the Union, although each party shall be liable for the costs of its own witnesses.

3. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered settled, on the basis of the last answer, and not subject to further review. The Union may advance any grievance not answered by the Employer within the prescribed time limit to the next step of the grievance procedure.

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

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

6. An agreement reached between the Employer and the Union is binding on all Employees affected and cannot be changed by any individual.

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

ARTICLE X
SENIORITY

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

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

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

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

- c) Temporary employees and part-time Employees shall not acquire seniority.
 - i) As used in this Agreement, a temporary Employee is an Employee who is hired for a specified period of time, not to exceed six (6) months in any one calendar year.
 - ii) As used in this Agreement, a part-time Employee is an Employee scheduled to work twenty (20) or less hours in a work week.

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

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

3. Seniority Lists. Any Employee subject to this Agreement who has completed his probationary period shall have his name entered upon, 1) the department seniority list and, 2) the seniority list of his job classification, in each case as of his last date of hire.

The Employer shall prepare a seniority list for each job classification, listing all Employees having seniority in a job classification within the department in order of seniority, as of last date of hire or date of permanent entry into the job classification, whichever is later.

Each Employee shall hold seniority only in his permanent job classification, which seniority shall control all applications of seniority within a job classification.

- a) A copy of such seniority lists shall be given to the Chapter Chairperson of the Union, and, unless the Union objects in writing to any listing in such seniority lists within ten (10) calendar days of receipt of such seniority lists, they shall be deemed correct and the Employer may rely upon such seniority lists for all purposes. Every six (6) months following

the preparation of the original seniority lists, the Employer shall prepare and give to the Chapter Chairperson of the Union, revised seniority lists setting forth any changes from the previous seniority lists, and such revised seniority lists shall be deemed correct unless the Union objects in writing to any listing on such revised lists within ten (10) calendar days after receipt thereof, and the Employer may rely upon such lists for all purposes.

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

4. Termination of Seniority. An Employee shall have his seniority rights and his employment terminated if:

- a) he quits;
- b) he retires or is retired under any retirement plan;
- c) he is discharged for just cause;
- d) he is absent for three (3) consecutive workdays without notifying his department head, unless he was physically unable to give notice or have someone give such notice on his behalf;
- e) he is absent for three (3) consecutive workdays without a reason satisfactory to his department head for such absence;
- f) he falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence;
- g) he fails to report for work upon termination of any leave of absence without a bonafide excuse acceptable to his department head;
- h) he fails to report after layoff after being notified to report to work unless he has a bonafide excuse acceptable to his department head;
- i) he is laid off for a period of twelve (12) consecutive months;
- j) he is on medical leave of absence for a period of more than two (2) years;
- k) he works for another employer while on any leave of absence, unless such employment is mutually agreed to in advance by his department head.

5. Layoff and Recall. When it is determined by the Employer to make a reduction of the number of Employees in a job classification in a department, the following procedures shall be used in making such reduction:

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

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

c) If additional layoffs are scheduled, seniority Employees shall be laid off in reverse order of their job classification seniority. Job classification seniority is defined as the Employee's length of service in his current job classification, and, in addition, the Employee's length of service in job classifications of an equal or higher pay rate. Such removed Employee shall be entitled to exercise his departmental seniority and be assigned to another job classification of equal or lower pay rate, provided the Employer determines such Employee is capable of performing the work in such other job classification. Should an Employee or Employees be displaced by the procedure outlined in this Section, it shall be the Employee(s) with the least job classification seniority. Such Employee(s) shall be entitled to exercise departmental seniority as conditioned herein.

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

i) Recalls from layoff shall be made by written notice sent by certified mail to the Employee's last known address of record. All Employees are required to notify their department head and the County Clerk of their proper post office address or change of address shown upon its records for all purposes.

ii) Each Employee who is recalled from layoff shall report in person or by certified mail to the County Clerk within three (3) working days after being notified of recall, whether or not he intends to return to work for the County, and, if he states he will return to work for the County, he shall report to work on the date specified by the County, which shall not be less than ten (10) working days after notification of recall. If an Employee fails to notify the County of his decision, within the aforesaid three (3) working day period, or notifies the County Clerk that he will not return to work for the Employer, or having agreed to return to work for the employer, fails to report on the date specified, he shall be considered as having voluntarily quit, and the next Employee in order of seniority, having the necessary ability, shall be recalled to work.

e) The Chapter Chairperson shall be given the names in order of layoff or recall whenever Employees are laid off or recalled to work.

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

a) The Employer shall post a notice of such vacancy for five (5) working days on the bulletin board at the County Annex Building, at the building occupied by the Health Department, and the Senior Activities Program Central Office as provided for by this Agreement, setting forth the title of the job classification, the department in which it is located, the rate of pay, and a brief description of the required duties.

b) All Employees in any job classification of this Agreement shall be eligible to submit a bid in writing requesting consideration for a permanent transfer to the job classification and department where the posted vacancy exists. Bids shall be considered where the posted vacancy exists, but if the Employer determines there is no qualified bidder in that department, bids may then be considered from Employees in other departments covered by this Agreement.

c) Employees who have submitted timely bids to fill the posted vacancy shall be considered in the order specified in the paragraph above. In order to be awarded a permanent transfer, an Employee must possess at the time of the award suitable qualifications and abilities to perform the work required by the Employer for the posted job classification. If two or more employees possess such qualifications and abilities, the permanent transfer shall be awarded to the Employee determined by the Employer to have the better qualifications and abilities. Notice of the successful bidder, if any, shall be posted within ten (10) working days after the bidding closes at the County Annex Building, at the building occupied by the Health Department, and the Senior Activities Program_Central Office.

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

e) An Employee who successfully bids for and is awarded a permanent transfer to a new job classification outside his department shall not be entitled to bid for another job classification for a period of twelve (12) months. (Exception to this rule may be made by mutual agreement between the Employer and Union.)

f) In the event no qualified bidders are available in the opinion of the Employer, through the bidding procedure established by this section, the Employer may fill the posted vacancy by hiring a new Employee.

g) Employees shall not be permitted to maintain their name on more than one seniority list at any one time. In the event an Employee successfully bids and is awarded a permanent transfer to a new job classification, he shall be placed on the bottom of the seniority

list in the job classification in the department to which he is permanently transferred and given a date of entry seniority date for layoff, recall, and reduction purposes, and his name shall be removed from the seniority list of his former job classification and department as soon as he has successfully qualified for the new job classification. The new job classification in the department to which he has been permanently transferred shall thereupon become his permanent job classification and department and he shall hold his classification seniority only in that job classification and department.

7. Temporary Transfers. In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increase, etc., the Employer may fill such temporary job vacancy without following the procedure set forth above for a period not to exceed ninety (90) days or such longer time as may be mutually agreed upon by the Employer and the Union.

a) In the event the temporary job vacancy exceeds ninety (90) 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 the job bidding procedure set forth above. Such postings shall be marked as temporary vacancies only, so that bidding Employees may know of the temporary nature of the vacancy. Vacancies created by a successful bid under this subsection may be filled in accordance with the temporary transfer provisions of this contract.

b) An Employee temporarily transferred shall acquire no seniority in the job classification department to which he is temporarily transferred, and upon completion of the temporary transfer, the Employee so transferred shall return to the job classification and department where he holds seniority.

8. Temporary Transfer Pay. An Employee temporarily transferred by specific assignment by the Employer to a higher-grade job shall receive the rate of pay for the job classification to which he is temporarily assigned after working in said job classification for a period of forty (40) hours. He will receive the next pay step higher in the job classification to which he is transferred than the pay step he receives in the job classification from which he is

transferred. If the transfer is not to a higher classified job, he shall continue to receive the pay for his own job classification during the temporary transfer.

9. Transfer Out of Unit. Any Employee who is transferred out of the Bargaining Unit covered by this Agreement, but who continues as an Employee of the Employer, shall retain his seniority within his job classification in his department in the event he is returned by the Employer to the Bargaining Unit covered by this Agreement, provided, however, such Employee shall not accumulate seniority while he is out of the Bargaining Unit.

10. Emergency Seniority Adjustment. In the event of an emergency beyond the control of the Employer, such as acts of God, flood, fire, storm, civil disturbance, power failure, labor disputes, or other like events, the Employer shall have the right to make temporary adjustments of the work force for a period not to exceed five (5) work days without regard to seniority. If such conditions exceed five (5) workdays, the work force shall be adjusted according to the layoff procedure as described in this Article, unless the Employer and the Union agree otherwise.

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

12. Emergency Permanent Transfer. In the event conditions arise during the term of this Agreement which result in a major reduction in the number of Employees in a department due to revenues, assumptions of duties by another governmental body or agency, or similar unanticipated reasons, the Employer and the Union shall meet and review the respective work qualifications of the affected Employees, including prior experience with another employer, in a good faith effort to determine whether or not such affected Employees can be transferred to another department and replace employees with less unit-wide seniority without adversely affecting the Employer's operations. Any such transfer shall take into consideration the probable

effect upon efficiency of operations, the respective qualifications and abilities of the employees involved and the ability of the transferred employee to perform the available work with normal supervision and instruction.

ARTICLE XI
HOURS OF WORK AND OVERTIME
AND SHIFT DIFFERENTIAL

1. The normal workweek shall be Monday through Friday. The normal work day shall be eight hours, between 8:00 a.m. to 5:00 p.m., with either one hour or one-half (1/2) hour of unpaid lunch, normally arranged between the third and fifth hours of the day. This shall not constitute a guarantee of hours or days.

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

a) Public Health Nurse shall not be required to work weekends or holidays on a scheduled, rotated basis.

3. Time and one-half (1 1/2) the Employee's regular straight time hourly rate shall be paid for all hours worked over forty (40) hours in any one work week. Employees shall not be required to take time off to compensate for overtime hours worked in the same workweek for the purpose of avoiding overtime payment. The Employer may, at the discretion of the Health Director, with the concurrence of the Lapeer County Board of Commissioners, and upon request of the Employee, provide compensatory time for overtime hours worked. However, said compensatory time must be taken in the payroll period during which the overtime hours were incurred, or the pay period immediately following. Compensatory time not taken within the aforementioned pay periods shall be paid as overtime, in the next pay period. Compensatory time will be paid at time and one-half the Employee's regular hourly rate.

a) For the purposes of the Article, actual time worked will not include sick time, vacation, personal time, compensatory time, or any other time which is not actual time worked and will not be utilized for the purpose of computing overtime except that the parties agree that holiday pay will be considered time worked for the purpose of this Article only.

4. Employees called into work and who report as required after having completed their normal workday shall be paid a minimum of four (4) hours pay at their regular straight time rate. Unless scheduled to work on Saturday or Sunday as part of their regular workweek, overtime shall be paid to employees assigned to work on weekends.

5. a) All Employees subject to the terms of this Agreement who work shifts designated as night shifts shall be given a night shift differential in addition to the regular hourly job rate for all hours worked within the designated shifts.

b) Shifts designated as night shifts shall be as follows:

i). Second shift: a shift scheduled to commence between the hours of 3:00 p.m. and 5:00 p.m.

ii). Third shift: a shift scheduled to commence between the hours of 11:00 p.m. and 1:00 a.m.

c) The shift differential shall be at the rate of an additional four percent (4%) of the regular hourly job rate for the second shift and six percent (6%) of the regular hourly job rate for the third shift.

d) In the event a night shift is worked as an overtime assignment, no shift differential shall be paid.

6. Overtime. Overtime will be divided as equally as possible in the division of departments covered by this Agreement.

ARTICLE XII

HOLIDAYS

1. The Employer recognizes the following paid holidays:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

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

3. Each full-time Employee shall be paid for the above-mentioned holidays at the Employee's regular straight time rate of pay, under the following eligibility requirements:
The Employee must have worked the Employee's last scheduled working day prior to the holiday, and the Employee's next scheduled working day after the holiday.

4. Whenever any of the above holidays falls on a Sunday, it shall be observed on the following Monday. Whenever any of the above holidays falls on Saturday, it shall be observed on the prior Friday.

5. Employees who may be required to perform necessary work on any one of the above holidays shall receive pay equal to 1½ times his/her regular straight time rate of pay in addition to the eight hours holiday pay.

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

7. Each regular part-time Employee shall be paid four (4) hours pay for the above-mentioned holidays at the Employee's regular straight time rate of pay, under the following eligibility requirements:

The Employee must have worked the Employee's last scheduled working day prior to the holiday, and the Employee's next scheduled working day after the holiday.

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

ARTICLE XIII

VACATIONS

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

<u>Length of Service</u>	<u>Vacation Entitlement</u>
More than 1 year, but less than 2 years	10 working days
More than 2 years, but less than 8 years	15 working days
More than 8 years	20 working days
More than 20 years	25 working days

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

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

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

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

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

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

8. An Employee who actually works nine (9) months in the previous calendar year, after completion of one (1) year of service, shall be entitled to full vacation privileges. An Employee otherwise eligible for vacation entitlement, off work for any reason for more than

three (3) months, shall be entitled to a prorata vacation based upon 1/12 of his full vacation for each month actually worked during the previous calendar year. Each full week in which work is performed shall be credited as 1/4 of one (1) month worked. One (1) month for prorata hereunder shall equal 1/12.

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

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

11. Temporary and part-time Employees shall not be entitled to vacation.

12. Vacations shall be taken in minimum increments of at least one day, with the exception that on a limited basis, i.e. once every three months, an employee may take vacation in a four (4) hour block upon the approval of the immediate supervisor.* When a holiday is observed by the Employer during an Employee's vacation, the vacation will be extended one (1) day continuous with the vacation for the allowance of said holiday.

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

14. If a regular payday falls during an Employee's vacation, he will receive that check in advance before leaving on vacation. Should an Employee change his scheduled vacation, he must make a request for his check at least two (2) weeks before leaving on vacation, if the Employee desires to receive his check in advance.

15. Vacation time may not be accumulated by any Employee.

* Effective April 24, 1997, Board Motion *262-97 approving March 20, 1997, Agreement).

ARTICLE XIV
SICK LEAVE

1. All full-time Employees covered by this Agreement shall, after completing six (6) months of service, be entitled to be paid sick leave benefits as provided in this Article.

2. Each full-time Employee shall be entitled to a maximum of thirteen (13) paid sick leave days per year, with a limitation of one hundred sixty (160) days accumulation. Each eligible Employee with more than one (1) year of service shall on such date be credited with one-half day of sick leave for each two week pay period in which they performed work in the previous year up to thirteen (13) sick leave days per year.

3. Employees with less than one (1) year of service as of the date of this Agreement, and new Employees, shall be entitled to one-half sick leave day for each two (2) week pay period in which they performed work.

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

5. Employees shall be entitled to use accrued sick leave days credited to them for absence due to bonafide personal illnesses and for illness of minor children. Employees shall be allowed to use a sick day for their spouse in the event an emergency occurs requiring the employee to immediately depart from work.

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

7. Any sick leave with a duration of 5 or more consecutive days, or following out-patient surgery shall require a return to work clearance from a licensed physician. A return to work clearance may also be required because of excessive time loss due to sickness.

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

9. When an Employee quits, retires, is discharged, or for any reason his employment is terminated, all accumulated sick leave days shall be forfeited.

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

11. Temporary and part-time Employees shall not be entitled to sick leave benefits.

12. Family Medical Leave

Employees are eligible for FMLA consistent with County Policy that includes:

Use of Accrued Leave Time

1. Employees will be required to use all but 40 hours of their accrued unused paid vacation, all personal hours and sick hours for any of the situations covered by FMLA.

ARTICLE XV

FUNERAL LEAVE

Employer agrees that in the event of a death in the Employee's immediate family (spouse, child, step-child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, step-brother, step-sister, grandparent or grandchild) the Employee shall be excused without loss of pay on the dates on which he has been scheduled to work during the period from the date of death to the date of funeral, both inclusive, but not to exceed a total of five (5) working days for such absence, as is required to discharge specific obligations placed upon him by the death. 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, or son-in-law; and one day per annum for either an aunt or uncle.

ARTICLE XVI
MILITARY LEAVE

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

ARTICLE XVII

JURY DUTY

The Employer agrees that Employees shall be granted a leave of absence with pay when they are required to report to jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the Employee while on jury duty.

ARTICLE XVIII

LEAVE OF ABSENCE AND PERSONAL LEAVE

1. Leave of absence without pay may be requested by the Employee for any one of the following reasons:

- a) long term illness;
- b) illness in the immediate family;
- c) other special cases which may be decided individually by the Employer;
- d) educational leave (2-year maximum).

2. While on leave of absence without pay, an 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. A leave of absence can be granted for a period of six (6) months (in Sections a, b, and c). It can be extended for an additional six (6) months (in Sections a, b, and c) upon approval by the County. Failure to report for duty after an authorized leave of absence will be considered a resignation. It is the responsibility of the Employee to notify the County of any change in address while on a leave of absence.

4. Employees shall be entitled to unpaid educational leaves for a maximum of two (2) years. It is understood between the parties that classes taken shall be work-related.

PERSONAL LEAVE

1. Each Employee or regular part-time Employee shall obtain approval for scheduled personal leave days from his supervisor prior to utilizing personal leave days.

2. Each full-time Employee covered under the terms of this Agreement shall be entitled to not more than three (3) 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 during hours or days not within the Employee's scheduled hours of work.

3. Each regular part-time Employee covered under the terms of this Agreement shall be entitled to not more than one and one-half (1 1/2) personal leave days (12 hours) each calendar year. Such personal leave days shall not begin until the regular part-time Employee has completed six (6) months of employment. Such personal leave days shall be limited to use by the Employee for personal or business matters that could not normally be handled during hours or days not within the Employee's scheduled hours of work

4. Temporary and part-time Employees shall not be entitled to personal leave days.

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

ARTICLE XIX
MILEAGE AND AUTO INSURANCE

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

2. Employees shall be reimbursed at the rate of 26 cents per mile, or any higher rate as established by the County, if required to use their personal vehicle for County business.

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

ARTICLE XX

HOSPITALIZATION/MEDICAL INSURANCE

The County will provide Blue Care Network (HMO) as the base health insurance program. Employees may elect to enroll in a MEBS health insurance program subject to payroll deduction, which will be based on the premium amount in excess of the current base plan. Refer to Exhibit E (*Compensation Appendix*) and Exhibit F (*Blue Care Network Benefits*) for further insurance explanation.

The Employer will provide each employee the opportunity to enroll in the County's Blue Cross/Blue Shield A-80 Optical Plan as established in the Compensation Appendix.

1. The benefit rate is established as identified in the Compensation Appendix.

2. Family Continuation and/or Sponsored Dependent riders will be available at employee's expense.

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

a) Employees covered by this Agreement who elect not to take Health, Prescription, Vision, and Dental coverage will receive a monthly buy-out payment of \$232.00, which can be applied toward 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 option is selected.

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

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

b) In the event of absence due to illness, the Employer will continue to provide 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 Employees'

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 upon completion of ninety (90) working days of employment.

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) Employer agrees to provide employees who retire under the Lapeer County:

i) **Retirement Program** with MERS (Municipal Employees Retirement System) consistent with the procedure established in the Lapeer County Retiree Health Insurance Policy.*

ii) **Post Employment Health Care Savings Program:** The Employer will provide individual employee Post Employment Health Care Savings Program (PEHP / HCSP) accounts with a Provider selected by the Employer.

They will be funded as follows:

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

b) For those employees with vested service, the County will transfer the employee's PEHP/HCSP non-vested account to the vested account. If a vested employee terminates, he/she is entitled to the entire PEHP/HCSP account balance.

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

d) A 2004 eligible Service Adjustment will be deposited following contract ratification.

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

**Per Board Motion *262-97 4/24/97*

**Employees shall become vested for the Post Employment Health Care Savings Program the first full month following the completion of 120 months (ten years) of continuous full time service*

ARTICLE XXI
DENTAL COVERAGE

1. Employer agrees to provide each full-time 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 the Compensation Appendix. The Employer agrees to pay the full premium for the described dental coverage for all full-time seniority employees.

2. The Employer agrees to continue Dental coverage as selected by the employee under the terms and conditions set forth below:

a) In the event of a layoff, Employer will continue option selected by employee 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 continue option selected by employee during such absence, not to exceed one (1) year.

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

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

4. 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.

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

XXII

LIFE INSURANCE

All employees will be provided with Twenty-five Thousand Dollars (\$25,000.00) term life insurance as noted in Item #6, under the following terms and conditions:

1. In the event of layoff, the Employer will continue the coverage as agreed for one month beyond the month in which the Employee was laid off.

2. In the event of absence due to illness, the Employer will continue the coverage as agreed during such absence, not to exceed one year.

3. In the event of absence due to a worker's compensation illness or accident, the Employer will continue coverage as agreed during such absence, not to exceed two years.

4. 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.

5. Temporary Employees, part-time Employees, regular part-time Employees and all Employees on leave of absence without pay are specifically excluded from life insurance.

6. All full-time seniority employees are eligible for Twenty-five Thousand Dollars (\$25,000.00) life insurance coverage, with the following understanding:

- a) Employer will provide entire amount for those employees selecting Blue Care Network (BCN) health insurance coverage.
- b) For employees selecting M.E.B.S health insurance coverage, Employer will provide Twenty Thousand Dollars (\$20,000.00) life insurance and M.E.B.S. will provide five Thousand Dollars (\$5,000.00) life insurance.

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

XXIII
RETIREMENT

The Employees are covered by a retirement plan consistent with the procedure established in the Lapeer County Retiree Health Insurance Policy* which includes other Employees of the County. The Employer will provide without cost to the Employee the MERS (Municipal Employees Retirement Program) B3-Plan effective 1/1/2001. The Union shall be furnished a copy of the Plan and any changes the Employer may institute from time to time.

**For Post Employment Health Care Savings Program (HCSP) language and additional MERS language, refer to ARTICLE XX: HOSPITALIZATION / MEDICAL INSURANCE*

XXIV

UNEMPLOYMENT COMPENSATION

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

ARTICLE XXV
WORKERS COMPENSATION

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

XXVI
BULLETIN BOARDS

1. The Employer will provide a bulletin board in the County Complex, County Annex Building, in the building occupied by the Health Department, and the Senior Activities Program Central Office, which may be used by the Union for posting notices of the following types:

- a) notice of Union recreational, educational and social events;
- b) notice of Union elections;
- c) notice of results of Union elections.

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

ARTICLE XXVII
EMPLOYER POLICY AND WORK RULES

1. The Employer shall have the right to establish and uniformly enforce policy and/or work rules that do not conflict with or modify the existing agreement.

2. New work rules, or the establishment of, or changes in, existing department policy shall be presented to the Union in writing through its Chief Steward at least ten (10) working days prior to the effective date of the rule or policy.

3. In the event the proposed work rule or policy is in conflict with or modifies existing agreement, or the Union feels it is unjust, the conference committee shall be convened to discuss and amend or correct the proposed work rule or policy. In such cases, the work rule or policy shall be placed in effect and may be challenged with respect to unreasonableness only through the grievance procedure.

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

5. The Employer agrees to maintain a file of established work rules and departmental policies. Such file shall be reviewed and updated once every three (3) fiscal years.

ARTICLE XXVIII
RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the County will notify the Union when it establishes the classification and the proposed rate. In the event the Union does not agree that the rate is proper, it shall have thirty (30) days to notify the County of its objections. The rate shall then be subject to negotiations for sixty (60) days, after which it may be the subject of the grievance procedure in the event a settlement has not been reached. The Employer may fill the position in the interim, and any adjustment subsequently agreed upon or determined through the grievance procedure shall be made retroactive to the date the position was filled.

Should the Union consider the rate to be improper, a complaint shall be presented in writing through the Steward to the County within sixty (60) days of its notification to the County of its objections, or five (5) working days after the conclusion of negotiation about the rate, whichever shall occur first. The County shall review the grievance and give its answer in writing within five (5) working days after receiving the complaint. If the decision is not satisfactory to the Union, the Union may refer the matter directly to Step 4 of the grievance procedure.

Any decision by the arbitrator shall establish such rate based upon comparable work and comparable rates elsewhere established in this Agreement.

ARTICLE XXIX
SEVERABILITY AND SAVINGS CLAUSE

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

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

ARTICLE XXX
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.

ARTICLE XXXI
AMENDMENT OR MODIFICATION OF AGREEMENT

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

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 waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though each subject or matter may not have been with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Effective for the 2007-2009 contract, the parties agree to keep open other issues for further negotiations.

ARTICLE XXXII
TERMINATION OF AGREEMENT

1. This Agreement shall be in full force and effect from the date of execution to and including December 31, 2009, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the expiration.

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

ARTICLE XXXIII
EFFECTIVE DATE OF AGREEMENT

The Employer and the Union agree that this Collective Bargaining Agreement shall become effective January 1, 2007.

(Exhibit A-1)
County of Lapeer AFSCME
December 30, 2006 - December 28, 2007

2.00%

<u>PAY</u> <u>GRADE</u>	<u>DESCRIPTION</u>		<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
2	Program Worker-DOSA	N/E	5	\$ 10.31	\$ 11.16	\$ 12.03	\$ 12.89
	HomeChores/Maintenance Wkr.	N/E	1	\$ 10.31	\$ 11.16	\$ 12.03	\$ 12.89
	Transportation Driver-DOSA	N/E	2	\$ 10.31	\$ 11.16	\$ 12.03	\$ 12.89
3	Clerk-DOSA	N/E	1	\$ 10.91	\$ 11.82	\$ 12.73	\$ 13.65
4	Nutrition Program Coordinator	N/E	1	\$ 11.51	\$ 12.48	\$ 13.43	\$ 14.39
	Homebound Meals Coordinator	N/E	1	\$ 11.51	\$ 12.48	\$ 13.43	\$ 14.39
	Receptionist	N/E	1	\$ 11.51	\$ 12.48	\$ 13.43	\$ 14.39
	Clerk Typist-Health	N/E	5	\$ 11.51	\$ 12.48	\$ 13.43	\$ 14.39
	Clinic assistant	N/E	4	\$ 11.51	\$ 12.48	\$ 13.43	\$ 14.39
	Vision Technician	N/E	1	\$ 11.51	\$ 12.48	\$ 13.43	\$ 14.39
	Hearing Tech.	N/E	1	\$ 11.51	\$ 12.48	\$ 13.43	\$ 14.39
5	Account Clerk	N/E	4	\$ 12.30	\$ 13.32	\$ 14.35	\$ 15.38
6	HomeChores/Maint. Prog. Coord.	N/E	1	\$ 13.31	\$ 14.42	\$ 15.53	\$ 16.64
	Aide Program Clerk-Health	N/E	1	\$ 13.31	\$ 14.42	\$ 15.53	\$ 16.64
	Home Health Secretary	N/E	2	\$ 13.31	\$ 14.42	\$ 15.53	\$ 16.64
	Public Health Secretary	N/E	1	\$ 13.31	\$ 14.42	\$ 15.53	\$ 16.64
	Secretary-Environmental Health	N/E	1	\$ 13.31	\$ 14.42	\$ 15.53	\$ 16.64
	Intake Worker/Account Clerk-Health	N/E	1	\$ 13.31	\$ 14.42	\$ 15.53	\$ 16.64
7	Information Systems Specialist	N/E	1	\$ 14.38	\$ 15.58	\$ 16.77	\$ 17.98
8	Sanitarian	N/E	5	\$ 15.53	\$ 16.83	\$ 18.12	\$ 19.42
	Physical Therapist Asst.	N/E	1	\$ 15.53	\$ 16.83	\$ 18.12	\$ 19.42
9	Alcohol Information Counseling Therapist	N/E	4	\$ 16.78	\$ 18.19	\$ 19.58	\$ 20.98
	Dietitian	E	1	\$ 16.78	\$ 18.19	\$ 19.58	\$ 20.98
	Public Health Nurse	E	4	\$ 16.78	\$ 18.19	\$ 19.58	\$ 20.98
	Home Health Nurse	E	7	\$ 16.78	\$ 18.19	\$ 19.58	\$ 20.98
	Registered Sanitarian	N/E	5	\$ 16.78	\$ 18.19	\$ 19.58	\$ 20.98
10	Quality Assurance/Home Health Nurse	E	2	\$ 18.12	\$ 19.63	\$ 21.14	\$ 22.65
	Public Health Clinic Coord.	E	1	\$ 18.12	\$ 19.63	\$ 21.14	\$ 22.65
	Alcohol Information Counseling Therapist II	N/E	1	\$ 18.12	\$ 19.63	\$ 21.14	\$ 22.65
11	Environmental Health Coordinator	E	1	\$ 19.28	\$ 20.88	\$ 22.50	\$ 24.10

Direct deposit is required for all new employees hired on or after 1/1/07. 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.

Adopted 1-04-07
Motion # 15-07

(Exhibit A-2)
County of Lapeer AFSCME
December 29, 2007 - December 30, 2008

2.00%

<u>PAY</u> <u>GRADE</u>	<u>DESCRIPTION</u>		<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
2	Program Worker-DOSA	N/E	5	\$ 10.52	\$ 11.39	\$ 12.27	\$ 13.15
	Home Chores / Maintenance Wkr.	N/E	1	\$ 10.52	\$ 11.39	\$ 12.27	\$ 13.15
	Transportation Driver-DOSA	N/E	2	\$ 10.52	\$ 11.39	\$ 12.27	\$ 13.15
3	Clerk-DOSA	N/E	1	\$ 11.12	\$ 12.06	\$ 12.98	\$ 13.92
4	Nutrition Program Coordinator	N/E	1	\$ 11.74	\$ 12.73	\$ 13.70	\$ 14.68
	Homebound Meals Coordinator	N/E	1	\$ 11.74	\$ 12.73	\$ 13.70	\$ 14.68
	Receptionist	N/E	1	\$ 11.74	\$ 12.73	\$ 13.70	\$ 14.68
	Clerk Typist-Health	N/E	5	\$ 11.74	\$ 12.73	\$ 13.70	\$ 14.68
	Clinic Assistant	N/E	4	\$ 11.74	\$ 12.73	\$ 13.70	\$ 14.68
	Vision Technician	N/E	1	\$ 11.74	\$ 12.73	\$ 13.70	\$ 14.68
	Hearing Tech.	N/E	1	\$ 11.74	\$ 12.73	\$ 13.70	\$ 14.68
5	Account Clerk	N/E	4	\$ 12.54	\$ 13.59	\$ 14.63	\$ 15.69
6	HomeChores/Maint. Prog. Coord.	N/E	1	\$ 13.58	\$ 14.71	\$ 15.84	\$ 16.98
	Aide Program Clerk-Health	N/E	1	\$ 13.58	\$ 14.71	\$ 15.84	\$ 16.98
	Home Health Secretary	N/E	2	\$ 13.58	\$ 14.71	\$ 15.84	\$ 16.98
	Public Health Secretary	N/E	1	\$ 13.58	\$ 14.71	\$ 15.84	\$ 16.98
	Secretary-Environmental Health	N/E	1	\$ 13.58	\$ 14.71	\$ 15.84	\$ 16.98
	Intake Worker/Account Clerk-Health	N/E	1	\$ 13.58	\$ 14.71	\$ 15.84	\$ 16.98
7	Information Systems Specialist	N/E	1	\$ 14.67	\$ 15.89	\$ 17.11	\$ 18.34
8	Sanitarian	N/E	5	\$ 15.84	\$ 17.16	\$ 18.48	\$ 19.81
	Physical Therapist Asst.	N/E	1	\$ 15.84	\$ 17.16	\$ 18.48	\$ 19.81
9	Alcohol Information Counseling Therapist	N/E	4	\$ 17.12	\$ 18.55	\$ 19.97	\$ 21.40
	Dietitian	E	1	\$ 17.12	\$ 18.55	\$ 19.97	\$ 21.40
	Public Health Nurse	E	4	\$ 17.12	\$ 18.55	\$ 19.97	\$ 21.40
	Home Health Nurse	E	7	\$ 17.12	\$ 18.55	\$ 19.97	\$ 21.40
	Registered Sanitarian	N/E	5	\$ 17.12	\$ 18.55	\$ 19.97	\$ 21.40
10	Quality Assurance/Home Health Nurse	E	2	\$ 18.48	\$ 20.03	\$ 21.57	\$ 23.11
	Public Health Clinic Coord.	E	1	\$ 18.48	\$ 20.03	\$ 21.57	\$ 23.11
	Alcohol Information Counseling Therapist II	N/E	1	\$ 18.48	\$ 20.03	\$ 21.57	\$ 23.11
11	Environmental Health Coordinator	E	1	\$ 19.66	\$ 21.30	\$ 22.95	\$ 24.58

Direct deposit is required for all new employees hired on or after 1/1/07. 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.

Adopted 1-04-07
Motion # 15-07

(Exhibit A-3)
County of Lapeer AFSCME
December 31, 2008 – December 31, 2009

2.00%

<u>PAY GRADE</u>	<u>DESCRIPTION</u>		<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
2	Program Worker-DOSA	N/E	5	\$ 10.73	\$ 11.62	\$ 12.51	\$ 13.41
	HomeChores/Maintenance Wkr.	N/E	1	\$ 10.73	\$ 11.62	\$ 12.51	\$ 13.41
	Transportation Driver-DOSA	N/E	2	\$ 10.73	\$ 11.62	\$ 12.51	\$ 13.41
3	Clerk-DOSA	N/E	1	\$ 11.35	\$ 12.30	\$ 13.24	\$ 14.20
4	Nutrition Program Coordinator	N/E	1	\$ 11.97	\$ 12.98	\$ 13.97	\$ 14.97
	Homebound Meals Coordinator	N/E	1	\$ 11.97	\$ 12.98	\$ 13.97	\$ 14.97
	Receptionist	N/E	1	\$ 11.97	\$ 12.98	\$ 13.97	\$ 14.97
	Clerk Typist-Health	N/E	5	\$ 11.97	\$ 12.98	\$ 13.97	\$ 14.97
	Clinic assistant	N/E	4	\$ 11.97	\$ 12.98	\$ 13.97	\$ 14.97
	Vision Technician	N/E	1	\$ 11.97	\$ 12.98	\$ 13.97	\$ 14.97
	Hearing Tech.	N/E	1	\$ 11.97	\$ 12.98	\$ 13.97	\$ 14.97
5	Account Clerk	N/E	4	\$ 12.79	\$ 13.86	\$ 14.93	\$ 16.00
6	HomeChores/Maint. Prog. Coord.	N/E	1	\$ 13.85	\$ 15.01	\$ 16.16	\$ 17.32
	Aide Program Clerk-Health	N/E	1	\$ 13.85	\$ 15.01	\$ 16.16	\$ 17.32
	Home Health Secretary	N/E	2	\$ 13.85	\$ 15.01	\$ 16.16	\$ 17.32
	Public Health Secretary	N/E	1	\$ 13.85	\$ 15.01	\$ 16.16	\$ 17.32
	Secretary-Environmental Health	N/E	1	\$ 13.85	\$ 15.01	\$ 16.16	\$ 17.32
	Intake Worker/Account Clerk-Health	N/E	1	\$ 13.85	\$ 15.01	\$ 16.16	\$ 17.32
7	Information Systems Specialist	N/E	1	\$ 14.96	\$ 16.21	\$ 17.45	\$ 18.71
8	Sanitarian	N/E	5	\$ 16.16	\$ 17.51	\$ 18.85	\$ 20.20
	Physical Therapist Asst.	N/E	1	\$ 16.16	\$ 17.51	\$ 18.85	\$ 20.20
9	Alcohol Information Counseling Therapist	N/E	4	\$ 17.46	\$ 18.92	\$ 20.37	\$ 21.83
	Dietitian	E	1	\$ 17.46	\$ 18.92	\$ 20.37	\$ 21.83
	Public Health Nurse	E	4	\$ 17.46	\$ 18.92	\$ 20.37	\$ 21.83
	Home Health Nurse	E	7	\$ 17.46	\$ 18.92	\$ 20.37	\$ 21.83
	Registered Sanitarian	N/E	5	\$ 17.46	\$ 18.92	\$ 20.37	\$ 21.83
10	Quality Assurance/Home Health Nurse	E	2	\$ 18.85	\$ 20.43	\$ 22.00	\$ 23.57
	Public Health Clinic Coord.	E	1	\$ 18.85	\$ 20.43	\$ 22.00	\$ 23.57
	Alcohol Information Counseling Therapist	N/E	1	\$ 18.85	\$ 20.43	\$ 22.00	\$ 23.57
11	Environmental Health Coordinator	E	1	\$ 20.06	\$ 21.73	\$ 23.41	\$ 25.07

Direct deposit is required for all new employees hired on or after 1/1/07. 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.

Adopted 1-04-07
Motion # 15-07

EXHIBIT B
LAPEER COUNTY HEALTH DEPARTMENT/AFSCME
ON CALL

Nurses who are required to be on call duty nights, weekends and holidays shall receive on call and telephone pay based on the following schedules:

a) On Call

1990	\$1.50 per hour
1991	\$2.00 per hour

b) Telephone

1990	\$1.00 per call
1991	\$2.00 per call

All phone calls shall be properly documented and submitted to the appropriate supervisor.

EXHIBIT C
LONGEVITY PAYMENT
LAPEER COUNTY/AFSCME

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 nine (9) months of actual work in their anniversary year, shall, on the first payroll period in December following their anniversary date of hire, receive an annual longevity payment based upon the following schedule:

- 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 nine (9) months of actual working their anniversary year shall be paid a prorata longevity payment. For purposes of computing the prorata longevity payment, one hundred seventy-three (173) hours shall constitute one (1) month. The Employee shall receive 1/12 of the longevity payment of which said Employee shall be entitled for each one hundred seventy-three (173) hours worked. Fractional portions of prorata longevity payment earned shall be rounded off to the nearest 1/12 of full prorata longevity payment.

EXHIBIT D

**LAPEER COUNTY HEALTH DEPARTMENT/AFSCME
ENVIRONMENTAL HEALTH PROGRAM**

**WEEKEND TEMPORARY FOOD SERVICE AND EMERGENCY COVERAGE
INSPECTION AGREEMENT**

Understanding:

The Environmental Health Division must maintain sufficient sanitarian staff that is trained in food service inspection. Limiting the number of sanitarians trained to conduct food service inspections to the 2.5 sanitarians in the food program does not provide adequate capacity for contingencies. The rationale for this includes :

- 1) Minimum Program Requirements (MPR's) state that restaurants must be inspected every six months. These standards can be met by the 2.5 sanitarians who currently work in the program. However, with a food service staff of only 2.5 FTE's, the resignation/retirement of one food program sanitarian would likely compromise our ability to meet minimum requirements.
- 2) Temporary Food Service Establishments must be inspected. These are typically set up on the weekend. Some of these establishments apply in advance for a license. Some apply the day before the event. Some do not apply at all, and are inspected when a sanitarian discovers they are operating. However, there is the potential for weekend inspections every weekend throughout the year. Requiring 2.5 sanitarians to cover every weekend is not an equitable distribution of weekend or overtime work.
- 3) In the event of an emergency involving a widespread food borne outbreak, or a biological/chemical terrorism event involving food contamination, sufficient staff trained in food inspection must be on staff.

Staff assigned to conduct food service inspections will be trained in accordance with Michigan Department of Agriculture Standards.

Staff assigned to work weekends to conduct food inspections and provide emergency assistance should receive compensation for such work.

The following options are proposed:

Scheduling Weekend Food Inspections

- 1) When possible, temporary food inspections will be scheduled during regular work hours and will be conducted by sanitarians working in the food service program.
- 2) A weekend schedule will be developed on an annual basis, and sanitarians will be notified of the number of weekends that they are required to be available for work. Sanitarians will sign up for weekends by seniority.
- 3) Sanitarians will receive training in food service inspection consistent with Michigan Department of Agriculture standards. This may include on-the-job training with a food sanitarian.
- 4) The sanitarian “on-call” will be available during the hours of 8:00 a.m. and 8:00 p.m. for food inspections and to respond to emergency environmental health issues. The sanitarian “on-call” will be provided with a pager for communication purposes.

Compensation for Weekend Work

- 1) In the event that a sanitarian is assigned on a Saturday or Sunday the sanitarian will be paid for a minimum of 4 hours of work. The sanitarian will be expected to actually perform 4 hours of work. If the food inspection does not require 4 hours to complete, the sanitarian will be expected to work on other assigned duties to total 4 hours of work.
- 2) A sanitarian who is assigned to be available for work on a designated weekend will be paid “on-call” time for 12 hours on each day he/she is assigned. On-call time will be paid at a rate of \$2.00/hour. On-call time will be paid regardless of whether or not the sanitarian actually conducts inspections.
- 3) A sanitarian will be allowed to take time off in lieu of the overtime at his/her request in keeping with current payroll standards for comp time, *if workload permits*. On-call pay would remain in effect for the weekend days. Accrual of compensatory time outside of the current guidelines may be possible, and would require further negotiation.

This policy would go into effect on May 1, 2002, which is concurrent with the practice of weekend food service scheduling.

EXHIBIT E
LAPEER COUNTY and A.F.S.C.M.E. COUNCIL 25
COMPENSATION APPENDIX

1) HEALTH INSURANCE

A. The Employer will provide Blue Care Network (HMO) with \$10/\$20 RX card as the base health insurance program.

- 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 per month each year.
- Employees who elect a MEBS health insurance plan (as stated below) will pay the difference in premium expense from the Blue Care Network (HMO).
- Employees who elect the MEBS health insurance program are offered the following plans:
 - (A) Medical Plan (POC Option 1) with \$10/\$30 RX co-pay / no deductible.
 - with the Three Star Vision
 - with the Alternative Dental
 - (Class I 100%, Class II 50%, Class III 50%, Class IV 50%)
 - (B) Medical Plan (POC Option 1) with \$10/\$20 RX co-pay / 50/100 deductible
 - With the Three Star Vision
 - With the Alternative Dental
 - (Class I 100%, Class II 50%, Class III 50%, Class IV 50%)
 - (C) Medical Plan (POC Option 2) with \$10/\$20 RX co-pay / 100/200 deductible
 - With the Three Star Vision
 - With the Alternative Dental
 - (Class I 100%, Class II 50%, Class III 50%, Class IV 50%)
- The County will explore offering a high-deductible insurance option at no cost to the employee.

B. BENEFIT RATE

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]↑

Compensation Appendix (Con't)
Page 2

C. PRESCRIPTION DRUG RIDER FOR BLUE CARE NETWORK (HMO)

- \$10.00 co-pay for generic and \$20.00 co-pay for non-generic.

D. DENTAL \$1,000.00 annual maximum

- Class I Plan pays 100%
- Class II Plan pays 50%
- Class III Plan pays 50%
- Class IV Plan pays 50% with \$1,000 lifetime maximum

E. VISION FLVS-A Rider or MEBS Three Star Vision (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 of \$232.00 per month 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.

3. LABOR MARKET EXCEPTION

- A. In recognition of the labor market difficulty in hiring Nurses and Registered Sanitarians the employer agrees to make a supplemental pay adjustment for these classifications in the amount of \$2,000 for FY2003. 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 1. The balance will be paid on December 1 for those still on the payroll and have completed an additional six months of service. No pro-rate amounts will be paid.
- B. Regular Part-Time Nurses and Registered Sanitarians shall receive a supplemental pay adjustment that is pro-rated from the full-time amount, based upon his/her hours worked, who meet the above qualifications.

Both parties acknowledge that the labor market exception will remain in effect throughout the duration of this contract.

Blue Care Network

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

Exhibit "F"

**Blue Care Network
Benefits-at-a-Glance
LAPEER COUNTY**

Preventive Services

Health Maintenance Exam	Covered - \$10 copay
Annual Gynecological Exam	Covered - \$10 copay
Pap Smear Screening – laboratory services only	Covered – Office visit copay may apply per member, per visit
Well-Baby and Child Care	Covered - \$10 copay
Immunizations	Covered – Office visit copay may apply per member, per visit
Infertility Counseling and Treatment (excluding In-vitro fertilization)	Covered – 50% on all associated costs

Mammography

Mammography Screening	Covered – Office visit copay may apply per member, per visit
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Physician Office Services

Office Visits	Covered - \$10 copay
Consulting Specialist Care – when referred	Covered - \$10 copay

Emergency Medical Care

Hospital Emergency Room – approved diagnosis	Covered - \$25 copay (copay waived if admitted)
Physician's Office	Covered - \$10 copay
Urgent Care Center	Covered - \$10 copay
Ambulance Services – medically necessary	Covered – 100%

Diagnostic Services

Laboratory and Pathology Tests	Covered – Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	Covered – Office visit copay may apply per member, per visit
Radiation Therapy	Covered – Office visit copay may apply per member, per visit

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered - \$10 copay
Delivery and Nursery Care	Covered – 100%

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100% unlimited days
Chemotherapy	Covered – 100%

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%, up to 45 days per calendar year
Hospice Care	Covered – 100% in a facility, \$10 per home visit
Home Health Care	Covered - \$10 copay

Surgical Services

Surgery – includes all related surgical services and anesthesia	Covered – 100% unlimited days
Voluntary Sterilization	Covered – 100%
Human Organ Transplants	Covered – 100%, subject to medical criteria

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Mental Health Care: Covered – 100%, up to 30 days per calendar year Substance Abuse Care: Covered – 50%, one program per 12-month period
Outpatient Mental Health Care	Covered – 50%, up to 20 visits per calendar year
Outpatient Substance Abuse Care	Covered – 50%, up to 20 visits per calendar year

Other Services

Allergy Testing and Therapy	Covered – 100%
Chiropractic Spinal Manipulation	Covered - \$10 copay
Outpatient Physical, Speech and Occupational Therapy	Covered - \$10 copay, limited to 60 consecutive days/episode
Durable Medical Equipment	Covered – 50%
Prosthetic and Orthotic Appliances	Covered – 50%
Prescription Drugs – Includes contraceptives and Mail Order with a 90 day supply for one copay.	\$10 copay on Generics / \$20 copay on Name Brand

Deductible, Copays and Dollar Maximums

Deductible	None
Copays	
• Fixed Dollar Copay	\$10 for office visits and urgent care visits, \$25 for emergency room visits, \$0 for allergy injections
• Percent Copay	50% for select services as noted above
Copay Dollar Maximums	
• Fixed Dollar Copay	None
• Percent Copay	None
Dollar Maximums	None

This is intended as an easy-to-read summary. It is not a contract. An official description of benefits is contained in applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network 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. **Services must be provided or arranged by member's primary care physician or health plan.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the
_____ day of _____, 2008.

IN THE PRESENCE OF:

FOR THE COUNTY OF LAPEER

Witness

DAVID TAYLOR, Chairman
Lapeer County Board of Commissioners

Witness

JOHN BISCOE,
County Controller/Administrator

FOR THE UNION, LOCAL #1421,
AFFILIATED WITH MICHIGAN COUNCIL
#25, A.F.S.C.M.E., AFL-CIO:

Witness

TOM GREYERBIEHL, Staff Representative

Witness

VERAINE FANN, Negotiating Team Member

Witness

COLLEN COVEY, Negotiating Team Member

*Lapeer County Health Department
Michigan Council #25, AFSCME Local 1421
BOC Date of Motion: January 4, 2007
Board Motion #15-07*