

**AGREEMENT**

*between*

**LAPEER COUNTY FRIEND OF THE COURT,  
THE COUNTY OF LAPEER**

*and*

**TEAMSTERS LOCAL #214  
FRIEND OF THE COURT UNIT**

**Effective: January 1, 2007 – December 31, 2009  
Board Motion: 189-07, 5/24/07**

*FOC 07,09 Contract*

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**AGREEMENT**

This Agreement having been ratified by the Lapeer County Board of Commissioners on the 24<sup>th</sup> day of May, 2007, and with the 40<sup>th</sup> Circuit Court and the bargaining unit having previously approved this agreement, by and between the Lapeer County Friend of the Court as a Division of the 40<sup>th</sup> Circuit Court as the Employer, and the County of Lapeer as represented by its Board of Commissioners as the funding unit, and the Teamsters Local #214, affiliated with the International Brotherhood of Teamsters, as are covered hereunder and hereafter referred to as the "Union" of the "Employee(s)".

**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 Employer and the Employees.

2. The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the Employer'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 dispute arising between the Employees and Employer be adjusted and settled in an orderly manner without interruption of such services 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.

5. It is understood by all that they, their and them in this contract will mean the same as any employee.

## **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 other conditions of employment for the term of this agreement, for the following employees:

All employees of the Friend of the Court and the Domestic Relations Secretary in the Prosecutor's Office (*if moved to General Unit, this position will be removed from this contract*), excluding Friend of the Court, Deputy Friend of the Court, Administrative Secretary, Referee/Attorney and the Assistant Prosecuting Attorney – Family Support.

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

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

4. The term "Employer" shall mean the 40<sup>th</sup> Judicial Circuit and the Friend of the Court for Lapeer County, which is a Division of the 40<sup>th</sup> Judicial Circuit, and the Lapeer County Board of Commissioners which is included as the funding unit. The definition of the Employer contained in this agreement is for the sole purpose of defining rights and responsibilities under this Agreement and it shall not be binding upon parties hereto for other purposes to the extent that an employer may otherwise be defined under the laws of the State of Michigan.

We also agree to Affirmative Action.

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

**ARTICLE III**

**AGENCY SHOP**

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

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

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

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

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



**ARTICLE IV**

**CHECKOFF**

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

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

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

**ARTICLE V**  
**REPRESENTATION**

1. **Bargaining Committee.** The employees shall be represented by a bargaining committee of three (3) paid members (the Union may retain a fourth member, but would be responsible for the fourth member's wages), who shall be elected in any manner determined by the employees. All members of the bargaining committee shall be seniority employees of the Court. The bargaining committee shall represent the employees in connection with negotiations leading to this collective bargaining agreement and any amendments, modifications, renewals or replacements of this collective bargaining agreement.

2. **Steward.** The Employer recognizes the right of the Union to designate two (2) Stewards and one (1) alternate to the Steward. The authority of the Stewards and the alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

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

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

i. Have been reduced to writing; or

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

3. The Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the 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 take unauthorized strike action, slow-down or work stoppage or interference with work.

4. The Steward, or their alternate in the Steward's absence, shall, upon request and approval of their supervisor, be permitted to leave their job for the purpose of investigating grievances, and attending meetings with management during working hours. The parties agree if the need for a Steward or the employee(s) involved are from the cashiering or accounting staff, they will not be released during the first half-hour of the work day, unless arrangements are made through the supervisor. The Employer agrees to waive the first half-hour exclusion in the event a meeting is scheduled by the Employer or discipline is imposed by the Employer during the first hour of the workday. If the Steward goes into another department, the Steward must secure permission from the supervisor in such department to meet with any employees in such department. It is agreed that in the event of abuse of this privilege, grievances will be handled only during non-working hours.

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

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

**ARTICLE VI**

**RIGHTS AND RESPONSIBILITIES**

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

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

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

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

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

**ARTICLE VIII**

**DISCHARGE AND DISCIPLINE**

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

2. The 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 an employee before they are discharged, if the cause of such discharge is insubordination, dishonesty, drunkenness, theft, recklessness or under the influence or in the possession of illegal substances or other grave or cardinal offenses.

a. When discipline is imposed by the employer, no consideration will be given for any prior disciplinary action exceeding twenty-four (24) months in age.

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

4. Should the discharged or disciplined employee consider the charge to be improper, a Grievance shall be presented in writing through the Steward to the 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 Grievance. If the decision is not satisfactory to the Union, the Union may within five (5) days after receiving the answer of the Employer refer the matter directly to Step 3 of the Grievance Procedure.

a. All new rules and regulations for the breach of which an employee may be discharged or disciplined shall be negotiated with the Union before the adoption. Copies of work rules shall be made available to all employees. However, if a dispute arises between the parties, the Union shall have the right to arbitrate the issue in dispute.

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

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

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

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

f. Employees who are suspended or discharged have the right to be represented under Federal Law. They also have the right to discuss this suspension and/or discharge with the Union representative which under these terms is normally identified as the Steward. Employees who are suspended for more than five (5) days or who are discharged, have the right to meet with their steward prior to leaving the Employer's property at a location selected by the Employer.

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

Also see: Grievance Procedure



**ARTICLE IX**

**GRIEVANCE PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X**

**SENIORITY**

1. **Definition of Seniority.** Seniority, as that term is used in the Agreement, is defined as an employee's continuous service with the 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 employees on the basis of seniority are set forth herein. Certain rights and privileges are accorded to regular part-time employees as defined by this Agreement on the basis of service and are set forth herein.

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

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

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

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

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

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

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

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

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

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

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

b. In the event more than one employee within a job classification in a department starts to work on the same day, their respective standing on the classification seniority list shall be determined in accordance with their Employer seniority date. When two or more employees have the same Court seniority, the last four digits of their social security number in descending order shall control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Emergency Seniority Adjustment.** In the event of an emergency beyond the control of the Employer, such as an act 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) work days, the work force shall be adjusted

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

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

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

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

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

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

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

**ARTICLE XI**

**LAYOFF & RECALL**

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

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

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

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

d. Laid off employees who can meet the minimum qualifications will be eligible to bid on a vacant position for up to two (2) years or the Employee's seniority whichever is less. Job classification seniority is defined as the employee's length of service in their current job classification, and, in addition the employee's length of service in job classifications of equal or higher pay rate within the bargaining unit. Such removed employee shall be entitled to exercise their bargaining unit seniority and be assigned to another job classification of equal or lower pay rate, provided the Employer determines such employee is capable of performing the work in such other job classification. Should an employee or employees be displaced by the procedure outlined in this section, it shall be the employees with the least job classification



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

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

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

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

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

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

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

**ARTICLE XII**

**HOURS OF WORK AND OVERTIME**

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

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

3. Time and one-half (1½) the employee's regular straight time hourly rate shall be paid for all hours worked over forty (40) hours in any one work week or in excess of eight (8) hours in any day. For purposes of this Article, actual time worked will not include sick time, vacation, personal time, compensatory time or any other type of time which is not actual time worked and it will not be utilized for purpose of computing overtime except that the parties agree that holiday pay will be considered time worked for purposes of this Article only.

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

a. When overtime is available, it shall be offered to each employee, able to perform the work, in seniority order until enough employees are obtained.

b. If enough volunteers are not obtained, then the least senior employees shall be assigned the overtime.

c. If an employee refuses the assignment, they shall be charged the hours as if they had been worked.

d. Overtime will be equalized within these provisions where applicable.

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

6. **Shift Assignment:** If it becomes necessary for the Employer to establish any additional second or third shifts, whether temporarily or permanently, the most senior employees in the classification to be assigned to the new shift will be offered such assignment first. If the most senior employee declines the shift change, the next lower senior employee will be offered the position. In the event the position is not filled by a volunteer, it will be assigned to the least senior employee who is qualified.

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

8. **Suspended Work Assignments:** If management ceases operations, but an employee is required to report to work and is provided transportation to work by the Employer, the employee must also be provided transportation from work by the Employer at the completion of the shift. Such employee will be paid at the rate of 100% of their regular pay for all hours worked on that day. If conditions result in the Employer suspending work and ordering the employees off the property prior to the commencement of normal working hours, all employees scheduled to work will receive their regular rate of pay for that day. If after the commencement of work the Employer suspends work and orders the employees off the property, only those employees who have reported to work and have been affected by this action will receive their regular rate of pay for the regular hours they could not work that day due to being ordered off the property.

9. **Inclement Weather:** In the event that inclement weather causes management to cease operations, employees who do not work because of such closing shall be paid for their rate of pay for that particular day or time that the facility was closed.

10. When the County offers **medical shots or health screening for employees**, employees requesting to attend shall be released on work time provided the medical shots or health screening is provided at the County Complex Building.

**ARTICLE XIII**

**HOLIDAYS**

1. The County recognizes the following paid Holidays for the period January 1, 2007, through December 31, 2009:

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

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

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

The employee must have been paid for the employee's last scheduled (by Employer) working day prior to the holiday, and the employee's next scheduled (by Employer) working day after the holiday. The parties acknowledge that holiday pay will be provided to employees under this provision only when they have not reported to work on the day before or

the day after the holiday under the following circumstances: They are on a Pre-Approved advance vacation pay, jury duty, extended paid sick leave, pre-approved advance personal leave and funeral leave, or with medical verification affirming the employee should not report to work the day before / after the holiday. Employees on an unpaid leave shall not be entitled to receive holiday pay.

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

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

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

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

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

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

**ARTICLE XIV**

**VACATIONS**

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

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

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

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

4. When an employee quits having given at least ten (10) working days notice to Employer, they will be paid for accrued but unused vacation

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

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

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

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

performed shall be credited as  $\frac{1}{4}$  of one month's work. One month for pro rata hereunder shall equal  $\frac{1}{12}$  of one year.

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

10. Vacations shall be taken in minimum increments of at least four (4) hours.

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

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

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

14. Vacation time may not be accumulated by an employee beyond their anniversary date except on written request of the employee, approval of the Department Head, and approval of the Lapeer County Board of Commissioners.



**ARTICLE XV**

**LONGEVITY**

1. 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 seventy-five dollars (\$175.00);

b. Upon the completion of ten (10) years continuous service the sum of three hundred seventy-five dollars (\$375.00); or

c. Upon the completion of fifteen (15) years continuous service the sum of seven hundred fifty dollars (\$750.00)

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

**ARTICLE XVI**

**SICK LEAVE**

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

2. Each employee shall be entitled to a maximum of thirteen (13) paid sick leave days per year, with a maximum of one thousand two hundred eighty hours (1280) accumulation.

3. In case of illness, employees who have completed their probationary period may use sick days earned during their first year of employment.

4. Employees shall be entitled to use accrued sick leave days credited to them only for absences due to bona fide personal illnesses or illness of their minor child, or for doctor appointments or serious illness of an immediate family member as defined in the FMLA. Employees shall be allowed to use a sick day for their spouse in the event of an emergency or non-elective surgery.

5. 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.

6. Any sick leave with a duration of five (5) or more consecutive days, or following 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.

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

8. Regular part-time employees shall receive prorated sick leave hours based upon the hours they worked in the previous anniversary year.

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

**ARTICLE XVII**

**FUNERAL LEAVE**

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

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

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

**ARTICLE XVIII**

**MILITARY LEAVE**

1. The re-employment of employees and probationary employees will be in accordance with all applicable laws and regulations.
2. Each employee has the option of buying back their past military time, pursuant to State Law.

**ARTICLE XIX**

**JURY DUTY**

1. The Employer agrees that employees shall be granted a leave of absence with pay when they are required to report to jury duty or subpoenaed for work related reasons. Employees, that submit the check, shall be paid their regular wages for time necessarily spent in jury service or pursuant to work related subpoena. Seniority will continue to accrue to the employee while on jury duty or pursuant to work related subpoena.

**ARTICLE XX**

**LEAVE OF ABSENCE AND PERSONAL LEAVE**

**LEAVE OF ABSENCE**

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

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

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

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

**PERSONAL LEAVE**

1. Each employee shall obtain approval for scheduling personal leave days from their supervisor prior to utilizing personal leave days. Such approval shall not be unreasonably withheld.

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

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

3. Personal leave days shall not accrue from calendar year to calendar year and shall have no cash value.

4. Each regular part-time employee covered under the terms of this Agreement shall be entitled to not more than one and one-half (1½) personal leave days (12 hours) each calendar year. Such personal leave days shall be limited to use by the employee for personal or business matters that could not normally be handled during the hours or days not within the employee's scheduled hours of work.

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

6. Awarded on January 1<sup>st</sup> to any employee actively employed as of December 31<sup>st</sup> of the previous year.



**ARTICLE XXI**

**MILEAGE AND AUTOMOBILE INSURANCE/MEAL ALLOWANCE**

1. Employees shall be reimbursed for meals when on official Court business outside the County of Lapeer, upon approval by the Employer and at rates approved by the Employer. Rates are to be established by the County and such rate sheets shall be provided to the Union.

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

3. The Employer shall provide automobile insurance with single limit coverage in the aggregate of one-half million dollars (\$500,000.00), providing coverage for use of employee's automobile while on official County business. Employer provided coverage is required only if consistent with the Michigan No Fault Statute. The Employer's automobile insurance coverage shall be secondary to the employee's primary personal automobile coverage.

**ARTICLE XXII**

**HOSPITALIZATION MEDICAL INSURANCE**

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

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

3. The rates will be set as follows:

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

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

b. Employees may elect a Traditional BC/BS program at a monthly cost, subject to payroll deduction, which will be based on the premium amount in excess of

the current benefit rates and upon dependents covered. The employee will pay the difference between the HMO rate and the Traditional rate if the Traditional rate is higher.

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

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

4. The Employer has established an IRS 125 Plan that will be available to employees covered by this Contract consistent with the Employer 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 as established in the Compensation Exhibit, which can be applied to 125 Benefits or taken as a cash option. If taken as a cash option, all taxes due will be the responsibility of the employee. Employees must provide proof of other medical coverage if this cash option is selected.

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

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

b. In the event of absence due to illness, the Employer will continue to provide the benefit option selected by the Employee in the Employee's absence not to exceed one (1) year, with the understanding that the Employee makes their applicable payments as agreed.

c. In the event of absence due to a workmen's compensation illness or accident, the Employer will continue to provide option selected by the Employee during

the Employee's absence, not to exceed two (2) years, with the understanding that the Employee makes their applicable payments as agreed.

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

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

f. Temporary employees, part-time employees, regular part-time employees, and all employees on leave of absence without pay are specifically excluded from hospitalization medical insurance except as provided for within adopted policy of the Lapeer County Board of Commissioners or act of law.

**ARTICLE XXIII**

**DENTAL COVERAGE**

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

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

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

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

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

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

f. Employees on leave of absence without pay are specifically excluded from dental insurance except as provided for within adopted policy of the Lapeer County Board of Commissioners or act of law.

**ARTICLE XXIV**

**OPTICAL INSURANCE**

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

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

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

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

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

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

f. Employees on leave of absence without pay are specifically excluded from optical insurance except as provided for within adopted policy of the Lapeer County Board of Commissioners or act of law.

**ARTICLE XXV**

**LIFE INSURANCE**

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

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

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

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

2. Employees who receive life insurance shall be covered starting the first day of the month following the month in which they satisfactorily complete their probationary period.

**ARTICLE XXVI**

**RETIREMENT**

1. The employee shall be covered by a retirement plan which includes other employees of the County. The County will provide the MERS B-3 Program. The Union shall be furnished a copy of the plan and any changes which the County may institute from time to time. Employees will be afforded the opportunity to attend annual retirement meetings relative to the retirement plan. The County agrees to pay the member's (employees) entire contribution commencing as of January 1, 1986.

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

3. At Medicare eligible age, retirees shall not be included in the County group insurance plan.

**HEALTH CARE FOR RETIREES**

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

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

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

i. The County will transfer all existing employee's accounts to the MERS PEHP / HCSP employee vested accounts. If employee terminates prior to



vesting, they are entitled only to the account balance that was transferred from Nationwide for that employee.

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

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

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

b. A 2006 eligible Service Credit Adjustment will be deposited following contract ratification.

**ARTICLE XXVII**

**UNEMPLOYMENT COMPENSATION**

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

**ARTICLE XXVIII**

**WORKERS COMPENSATION**

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

**ARTICLE XXIX**

**UNION BULLETIN BOARDS**

1. The Employer shall provide a bulletin board in the Lapeer County Friend of the Court office which may be used by the Union for posting notices of the following types:

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

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 XXX**

**EMPLOYER POLICY AND WORK RULES**

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

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

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

4. After the meeting referenced in Paragraph 3 above, the Union may process a grievance to Step 3 of the Grievance Procedure or directly file for arbitration under Step 4. The Employer and County will be notified within fifteen (15) working days, of the Employer's Step 2 Response, by the Union of their election to go to Step 3 or file directly for arbitration (Step 4). The parties may mutually agree to an arbitrator within ten (10) working days of the receipt of the notice to proceed to Step 4. If the parties are unable to mutually agree to an arbitrator, the Union will follow the procedure in Step 4 and file for arbitration as set forth therein.

5. All work rules established now or hereafter shall be published and made available for examination by each employee covered by the work rule or disciplinary work policy.

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

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

**ARTICLE XXXI**

**SAFETY PROCEDURES**

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

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

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

**ARTICLE XXXII**

**MEETINGS AND SEMINARS**

1. The Employer recognizes that employees may be required to attend approved seminars, institutions or conferences. All authorized associated expenses will be reimbursed by the Employer. The employee will not lose wages, benefits, or seniority while participating in such event. No overtime will be paid to an employee attending a seminar.



**ARTICLE XXXIII**

**RATES FOR NEW JOBS**

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

**ARTICLE XXXIV**

**CLASSIFICATION CHANGES**

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

**ARTICLE XXXV**

**UNION RIGHTS**

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

**ARTICLE XXXVI**

**NON-BARGAINING UNIT PERSONNEL**

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

**ARTICLE XXXVII**

**SHIFT DIFFERENTIAL**

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

2. Shifts designated as night shifts shall be as follows:

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

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

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

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

**ARTICLE XXXVIII**

**THIS PAGE AND ARTICLE NUMBER INTENTIONALLY LEFT BLANK.**

**ARTICLE XXXIX**

**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 XL**

**EXTRA CONTRACTS**

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



**ARTICLE XLI**

**AMENDMENT OR MODIFICATION OF AGREEMENT**

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

2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XLII**

**TERMINATION OF AGREEMENT**

1. This Agreement shall be in full force and effect from its 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 if no such cancellation or termination notice is served on either the Employer or Union and they desire to continue said Agreement, but also desire to negotiate changes or revisions of this agreement, the Employer or Union may serve upon the other a notice, at least sixty (60) days prior to the expiration date of the contract, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of Agreement.

**ARTICLE XLIII**

**EFFECTIVE DATE OF AGREEMENT**

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

2007	Increase 2%, effective 5/7/07
2008	Increase 2%
2009	Increase 2%

**ARTICLE XLIV**

**VACANCIES**

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

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

a. The Employer will post a notice of any vacancy to be filled for five (5) working days on the bulletin board at the Lapeer County Complex Courthouse/County Complex, as provided for by this Agreement, setting forth the title of the job classification, the department in which it is located, the rate of pay, and a brief description of the required duties.

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

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

c. Employees who have submitted timely bids to fill the posted vacancy shall be considered in the order specified in the paragraph above. In order to be awarded a permanent transfer an employee must possess at the time of the award, suitable

qualifications and ability to perform the work required by the 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 Lapeer County Courthouse/County Complex.

i. Employees in the same bargaining unit shall be given preference.

d. An employee awarded a permanent transfer to a new job classification pursuant to the provisions of this section may be required to remain in their old job up to thirty (30) work days or longer by mutual consent until a proper replacement can be obtained. An employee awarded a new job classification shall have a training period not to exceed thirty (30) work days to qualify for such new job classification. By mutual agreement of the Union and the 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.

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

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

f. The successful employee would be given training and orientation by a qualified employee in the new position for thirty (30) days. If the employee is not

successful during the training period, they shall be allowed to return to their former classification and department.

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

h. Employees shall not be permitted to maintain their name on more than one job classification seniority list at any one time, except for the thirty (30) day period set forth in this article.

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

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

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

2. **Temporary Transfers.** In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the Employer may fill such temporary job vacancy without following the procedure set forth above for a period not to exceed forty-five (45) working days, or such longer time as may be mutually agreed upon by the

Employer and the Union. The employer may hire temporary employees for the duration of an approved leave of absence without pay.

3. In the event the temporary job vacancy exceeds forty-five (45) working days and the time for the temporary transfer is not extended by mutual agreement between the 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 the bidding employees may know of the temporary nature of the vacancy. Vacancies created by a successful bid under this subsection may be filled in accordance with the temporary transfer provisions of this contract.

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

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

6. **Transfer Out of Unit.** Any employee who is transferred out of the bargaining unit covered by this Agreement, but who continues as an employee of the County, shall retain their seniority within their job classification in their bargaining unit in the event they are returned by the Employer to the bargaining unit covered by this Agreement, provided, however, such employee shall not accumulate seniority while they are out of the bargaining Unit.

7. **Emergency Permanent Transfers.** In the event conditions arise during the term of this Agreement which result in a major reduction in the number of employees in a department or departments due to revenues, assumption of duties by another governmental body or agency, or similar unanticipated reasons, the 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 bargaining unit and replace employees with less unit-wide seniority without adversely affecting the County's operations. Any such transfer shall take into consideration the probable effect upon efficiency of operations, the respective qualifications and abilities of the employees involved and the ability of the transferred employee to perform the available work with normal supervision and instruction.



**EXHIBIT A**

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

**Lapeer County - 48218**

**Blue Cross  
Blue Shield  
Of Michigan**

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

**Dental Plan Benefits-at-a-Glance**

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

**Class I Services**

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

**Class II Services**

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

**Class III Services**

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

**Class IV Services – Orthodontic services for dependents under age 19**

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

**Copays and Dollar Maximums**

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

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination before treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge

**Exhibit C**

**Lapeer County - 48218**

**Blue Cross  
 Blue Shield  
 Of Michigan**

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

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

	<b>Participating Provider</b>	<b>Nonparticipating Provider</b>
<b>Vision Testing Examination</b>		
Eye Exam	Covered - \$5 copay	Covered - 75% after \$5 copay
	Once every 12 months	

**Frames** – Members may obtain either eyeglasses or contact lenses, but not both.

Frames	Covered - \$7.50 copay, Combined with copay for lenses	Covered – Up to predetermined amount
	One frame every 12 months	

**Lenses** – Members may obtain either eyeglasses or contact lenses, but not both.

Standard Lenses, less than 65 mm in diameter	Covered - \$7.50 copay, Combined with copay for frames	Covered – Up to predetermined amount
	One pair every 12 months	
Cosmetic Contact Lenses, <b>not</b> medically necessary	Covered – Up to a maximum Payment of \$35, member responsible for difference	Covered – Up to predetermined amount
	Once every 12 months	
Therapeutic Contact Lenses, medically necessary	Covered - \$7.50 copay	Covered – Up to a predetermined amount
	Once every 12 months	

**Copays**

• Eye exam	\$5 copay	\$5 copay
• Frames and/o lenses <u>or</u> therapeutic contact lenses	A combined \$7.50 copay	Member responsible for difference Between approved amount and provider's charge

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

**EXHIBIT D**

**County of Lapeer & FOC**

**May 7, 2007 – December 28, 2007**

		2.00%					
<b><u>PAY GRADE</u></b>		<b><u>DESCRIPTION</u></b>	<b><u>#</u></b>	<b><u>ENTRY</u></b>	<b><u>1 YEAR</u></b>	<b><u>2 YEAR</u></b>	<b><u>3 YEAR</u></b>
401	4	Friend of the Court Clerk	3	\$ 11.51	12.48	13.43	\$ 14.39
407	5	Account Clerk	3	\$ 12.30	\$ 13.32	\$ 14.35	\$ 15.38
410		*Domestic Relations Secretary	1	\$ 12.30	\$ 13.32	\$ 14.35	\$ 15.38
410		FOC Secretary	4	\$ 12.30	\$ 13.32	\$ 14.35	\$ 15.38
411	7	Accounting Supervisor	1	\$ 14.38	\$ 15.58	\$ 16.77	\$ 17.98
438	9	Caseworker	3	\$ 16.78	\$ 18.19	\$ 19.58	\$ 20.98
437	10	Enforcement Officer	1	\$ 18.12	\$ 19.63	\$ 21.14	\$ 22.65

Approved  
By: \_\_\_\_\_

  
Chief Judge

6/23/08

Adopted 05/24/07  
Motion # 189-07

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

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

*\*Until removed from the Bargaining Unit*

**EXHIBIT D (con't)**


**County of Lapeer & FOC**

**December 29, 2007 - December 30, 2008**

**2.00%**

<b><u>PAY</u></b>	<b><u>GRADE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>#</u></b>	<b><u>ENTRY</u></b>	<b><u>1 YEAR</u></b>	<b><u>2 YEAR</u></b>	<b><u>3 YEAR</u></b>
401	4	Friend of the Court Clerk	3	\$ 11.74	\$ 12.73	\$ 13.70	\$ 14.68
407	5	Account Clerk	3	\$ 12.54	\$ 13.59	\$ 14.63	\$ 15.69
410		*Domestic Relations Secretary	1	\$ 12.54	\$ 13.59	\$ 14.63	\$ 15.69
410		FOC Secretary	4	\$ 12.54	\$ 13.59	\$ 14.63	\$ 15.69
411	7	Accounting Supervisor	1	\$ 14.67	\$ 15.89	\$ 17.11	\$ 18.34
438	9	Caseworker	3	\$ 17.12	\$ 18.55	\$ 19.97	\$ 21.40
437	10	Enforcement Officer	1	\$ 18.48	\$ 20.03	\$ 21.57	\$ 23.11

Approved  
By: \_\_\_\_\_

  
Chief Judge

6/23/08

Adopted 05/24/07  
Motion # 189-07

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

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

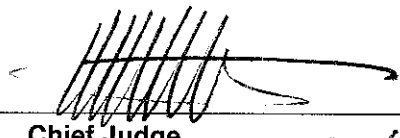
*\*Until removed from the Bargaining Unit.*

**EXHIBIT D (con't)**

**County of Lapeer & FOC**

**December 31, 2008 - December 31, 2009**

		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>
401	4	Friend of the Court Clerk	3	\$ 11.97	\$ 12.98	\$ 13.97	\$ 14.97
407	5	Account Clerk	3	\$ 12.79	\$ 13.86	\$ 14.93	\$ 16.00
410		*Domestic Relations Secretary	1	\$ 12.79	\$ 13.86	\$ 14.93	\$ 16.00
410		FOC Secretary	4	\$ 12.79	\$ 13.86	\$ 14.93	\$ 16.00
411	7	Accounting Supervisor	1	\$ 14.96	\$ 16.21	\$ 17.45	\$ 18.71
438	9	Caseworker	3	\$ 17.46	\$ 18.92	\$ 20.37	\$ 21.83
437	10	Enforcement Officer	1	\$ 18.85	\$ 20.43	\$ 22.00	\$ 23.57

Approved By:   
 Chief Judge 6/23/08

Adopted 05/24/07  
 Motion # 189-07

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

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

*\*Until removed from the Bargaining Unit.*

**EXHIBIT E**

**LAPEER COUNTY AND TEAMSTERS LOCAL 214**

**FRIEND OF THE COURT UNIT**

**COMPENSATION APPENDIX**

1. **HEALTH INSURANCE**

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

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

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

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

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

The County will offer a high-deductible insurance option at an open enrollment and will pay an amount not to exceed the stated county base line cost which shall be applied towards the premium only.

B. **Benefit Rate:**

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

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

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

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

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

**2. 125 PLAN**

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



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 17<sup>th</sup>  
day of June, 2008.

IN THE PRESENCE OF:

Linda K. Ness  
Witness

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

Linda K. Ness  
Witness

John Biscoe  
JOHN BISCOE, County Controller/Administrator

\_\_\_\_\_  
Witness

Emil H. Joseph, Jr.  
EMIL H. JOSEPH, JR., Friend of the Court

\_\_\_\_\_  
Witness

Les Barrett  
LES BARRETT, Business Representative  
Teamsters Local #214

\_\_\_\_\_  
Witness

Laura K. Petherbridge  
LAURA K. PETHERBRIDGE, Steward  
Bargaining Committee Member  
Teamsters Local #214