

RESOLUTIONS 2006

- 06-01 Amending Emergency Management Resolutions 02-23, 00-27 and 91-47**
- 06-02 St. Clair County Resolution to Promote Employee and Patron Health Through Smoke-free Worksites**
- 06-03 Adopting Collective Bargaining Agreement Between The County of St. Clair Board of Commissioners and Friend of Court Employees – SEIU**
- 06-04 Adopting Collective Bargaining Between St. Clair County and the Sheriff Department Correction Command Officers**
- 06-05 Storm Water Pollution Prevention Initiative**
- 06-06 In Support of Area Agency on Aging 1-B as the Single Point of Entry for Long Term Care in St. Clair County**
- 06-07 Authorizing the Metropolitan Planning Commission to Apply for Grants for Community Development and Improvement**
- 06-08 Regarding Fair Housing and Civil Rights within St. Clair County**
- 06-09 Authorizing the Establishment of a Capital Improvement For Capital and Facility Needs for the 72nd District Court**
- 06-10 To Submit Land Acquisition Grant Application to Purchase 300 Acres of Property Located in Columbus Township for Future Development as a County Park and Commitment of County Millage Funds**
- 06-11 Support of the Amendatory Act Increasing the Estate Limit Provided By Act 235 of 1911 to \$40,000**
- 06-12 St. Clair County Airport Rehabilitation of Taxiway C**
- 06-13 Relative to Sale by Sheriff of Unclaimed Stolen Property**
- 06-14 Adopting Collective Bargaining Agreement the County of St. Clair County Board of Commissioners and Juvenile Center Shift Supervisors – COAM**
- 06-15 Adopting Collective Bargaining Agreement between the County of St Clair Board of Commissioners and the St. Clair County Public Service Employees – AFSME, Local 1089**
- 06-16 St. Clair County Budget Amendments**
- 06-17 To Create Retiree Health Care Benefit Fund**
- 06-18 Charitable Gaming License for the SCC Airport**

**ST. CLAIR COUNTY
RECOMMENDED GENERAL FUND
2006 BUDGET ADJUSTMENT #4**

EXHIBIT "B"

12/13/2006

SUMMARY

2006 Amended Revenue Budget	\$	54,338,549
Net Revenue Adjustment #4		<u>2,851,114</u>
2006 Amended Revenue Budget	\$	<u><u>57,189,663</u></u>

2006 Amended Expenditure Budget	\$	54,392,088
Net Expenditure Adjustment #4		<u>3,292,787</u>
2006 Amended Expenditure Budget	\$	<u><u>57,684,875</u></u>

ST. CLAIR COUNTY
2006 GENERAL FUND BUDGET

EXHIBIT B

12/13/2006

AMENDMENTS

REVENUES

DEPT.#	DEPARTMENT	2006 ADOPTED BUDGET	BOC AMENDMENT 1/18/2006	AMENDED BUDGET 1/18/2006	BOC AMENDMENT 6/21/2006	AMENDED BUDGET 6/21/2006	BOC AMENDMENT 8/16/2006	AMENDED BUDGET 8/16/2006	Proposed BOC AMENDMENT 12/13/2006	FINAL 2006 AMENDED BUDGET
100 Legislative										
	Other Legislative Activities	-	-	-	-	-	-	-	115,513	115,513
	Employee of the Quarter/Year	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-	2,000
		<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>		<u>117,513</u>
130 Judicial										
131	Circuit Court	137,172		137,172		137,172		137,172	1,000	138,172
	Pretrial Services Grant	38,800		38,800		38,800		38,800	(38,800)	-
136	District Court	2,985,700		2,985,700		2,985,700		2,985,700	(52,109)	2,933,591
138	Courthouse Security	-		-		-		-	600	600
141	Friend of Court	1,973,448		1,973,448		1,973,448		1,973,448		1,973,448
	Incentive Payments	229,045		229,045		229,045		229,045		229,045
	FOC - GF/GP	26,639		26,639		26,639		26,639	15,000	41,639
145	Law Library	6,500		6,500		6,500		6,500		6,500
148	Probate Court	199,917		199,917	56,709	256,626		256,626	8,000	264,626
149	Family Division-Circuit Court	180,617		180,617	1,150	181,767		181,767		181,767
166	Family Counseling	20,000		20,000	(20,000)	-		-		-
		<u>5,797,838</u>		<u>5,797,838</u>		<u>5,835,697</u>		<u>5,835,697</u>		<u>5,769,388</u>
170 General Government										
191	Elections	20,000		20,000		20,000		20,000		20,000
215	Clerk	806,000		806,000		806,000		806,000	(105,000)	701,000
225	Equalization	248,000		248,000		248,000		248,000		248,000
226	Human Resources	-		-		-		-	3,000	3,000
	Professional Development	-		-		-		-	500	500
229	Prosecuting Attorney	304,207		304,207		304,207		304,207		304,207

DEPT #	DEPARTMENT	2006 ADOPTED BUDGET	BOC AMENDMENT 1/18/2006	AMENDED BUDGET 1/18/2006	BOC AMENDMENT 6/21/2006	AMENDED BUDGET 6/21/2006	BOC AMENDMENT 8/16/2006	AMENDED BUDGET 8/16/2006	Proposed BOC AMENDMENT 12/13/2006	FINAL 2006 AMENDED BUDGET
General Government - Continued										
	Drug Forfeitures	5,000		5,000		5,000		5,000	39,000	44,000
	Child Protective Investigations	25,000		25,000		25,000		25,000		25,000
231	Victims Rights	61,000		61,000		61,000		61,000	15,000	76,000
236	Register of Deeds	1,556,500		1,556,500		1,556,500		1,556,500	(235,000)	1,321,500
253	County Treasurer	38,246,981		38,246,981	102,681	38,349,662	450,000	38,799,662	1,719,987	40,519,649
257	Cooperative Extension	2,000		2,000		2,000		2,000	(1,000)	1,000
	Co-op. Ext. - 21st Century Grant	45,000		45,000		45,000		45,000	4,000	49,000
	Co-op. Ext. - Great Start Grant	24,000		24,000		24,000		24,000	23,000	47,000
	Co-op. Ext. - CMH Grant	82,000		82,000		82,000		82,000	(60,374)	21,626
	Co-op. Ext. - Head Start Grant	5,100		5,100		5,100		5,100		5,100
	Co-op. Ext. - FNP/Milias Grant	750		750		750		750	1,250	2,000
	Co-op. Ext. - Gypsy Moth Program	900		900		900		900	(900)	-
	Co-op. Ext. - 4-H Programming	1,200		1,200		1,200		1,200	600	1,800
	Co-op. Ext. - Anchor Bay Foundation Grant	-		-		-		-	100	100
259	Information Technology	20,000		20,000		20,000		20,000	5,000	25,000
275	Drain Commissioner	271,070		271,070		271,070		271,070	(9,000)	262,070
289	Motor Pool	-		-		-		-	1,600	1,600
		<u>41,724,708</u>		<u>41,724,708</u>		<u>41,827,389</u>		<u>42,277,389</u>		<u>43,679,152</u>
300 Public Safety										
301	Sheriff	1,520,758		1,520,758		1,520,758		1,520,758	(10,552)	1,510,206
	Secondary Road Patrol	225,975		225,975		225,975		225,975		225,975
	Buffer Zone Grant	-		-	50,000	50,000		50,000		50,000
	Michigan Drive Safety Grant	-		-	50,000	50,000		50,000		50,000
	Party Patrol Grant	-		-	17,000	17,000		17,000		17,000
	Edward Byrne Memorial JAG Grant	-		-	-	-		-	21,902	21,902
	COPS Technology Grant	-		-	-	-		-	12,580	12,580
320	Criminal Justice Training Grant	10,000		10,000		10,000		10,000	10,000	20,000
325	Communications/Radio	475,443		475,443	(8,000)	467,443		467,443	5,400	472,843
331	Marine Law Enforcement	125,000		125,000		125,000		125,000	6,095	131,095
	Dive Team	-		-		-		-	5,500	5,500

DEPT.#	DEPARTMENT	2006 ADOPTED BUDGET	BOC AMENDMENT 1/18/2006	AMENDED BUDGET 1/18/2006	BOC AMENDMENT 6/21/2006	AMENDED BUDGET 6/21/2006	BOC AMENDMENT 8/16/2006	AMENDED BUDGET 8/16/2006	Proposed BOC AMENDMENT 12/13/2006	FINAL 2006 AMENDED BUDGET
<u>Public Safety - Continued</u>										
351	Corrections/Jail	1,684,285		1,684,285		1,684,285		1,684,285	183,941	1,868,226
	Inmate Billing	275,000		275,000		275,000		275,000		275,000
362	Other Corrections Activities	272,685		272,685	(29,841)	242,844		242,844		242,844
	Probation Resident Services	706,275		706,275		706,275		706,275		706,275
	Substance Abuse Treatment Grant	-		-	116,826	116,826		116,826		116,826
426	Emergency Preparedness	157,824		157,824		157,824		157,824	(48,024)	109,800
	04 Equipment Grant	-		-		-		-	1,800	1,800
	04 Cert.	-		-		-		-	6,204	6,204
	04 Training	-		-		-		-	823	823
	Annual Breakfast	-		-		-		-	8,250	8,250
	Homeland Security	-		-		-		-	1,200,000	1,200,000
428	Hazardous Materials Handling	19,913		19,913		19,913		19,913	(2,913)	17,000
	Cert Dap Grant	-		-	76,000	76,000		76,000		76,000
	04 Hazardous Mitigation	-		-		-		-	141	141
430	Animal Shelter	359,750		359,750		359,750		359,750	10,000	369,750
	Spay/Neutering Program	9,500		9,500		9,500		9,500	(1,000)	8,500
	Animal Cruelty/Custody Program	200		200		200		200		200
		<u>5,842,608</u>		<u>5,842,608</u>		<u>6,114,593</u>		<u>6,114,593</u>		<u>7,524,740</u>
<u>600 Health and Welfare</u>										
648	Medical Examiner	-	3,270	3,270		3,270		3,270		3,270
	Lapeer Veteran's Contract	-		-	45,000	45,000		45,000		45,000
661	Public Guardian	60,600		60,600		60,600		60,600	(10,000)	50,600
		<u>60,600</u>		<u>63,870</u>		<u>108,870</u>		<u>108,870</u>		<u>98,870</u>
	Total Revenues	<u>53,427,754</u>		<u>53,431,024</u>		<u>53,888,549</u>		<u>54,338,549</u>		<u>57,189,663</u>

ST. CLAIR COUNTY
2006 GENERAL FUND BUDGET

EXHIBIT B

12/13/2006

AMENDMENTSEXPENDITURES

DEPT #	DEPARTMENT	2006 ADOPTED BUDGET	BOC AMENDMENT 1/18/2006	AMENDED BUDGET 1/18/2006	BOC AMENDMENT 6/21/2006	AMENDED BUDGET 6/21/2006	BOC AMENDMENT 8/16/2006	AMENDED BUDGET 8/16/2006	Proposed BOC ADJUSTMENT 12/13/2006	FINAL 2006 AMENDED BUDGET
100 Legislative										
101	Board of Commissioners	205,493		205,493		205,493		205,493		205,493
103	Other Legislative Activities	1,045,000		1,045,000		1,045,000	350,000	1,395,000	185,000	1,580,000
	Employee of the Quarter/Year	2,000		2,000	1,050	3,050		3,050		3,050
	<u>Appropriations to other Funds:</u>									
	Road Commission	600,000		600,000		600,000		600,000		600,000
	Health Department	2,370,095	(230,131)	2,139,964		2,139,964		2,139,964		2,139,964
	Child Care - Probate	3,358,752		3,358,752		3,358,752		3,358,752	822,556	4,181,308
	Child Care - Welfare	490,000		490,000		490,000		490,000		490,000
	Family Independence Agency	244,750		244,750		244,750		244,750		244,750
	Airport	125,154		125,154		125,154		125,154		125,154
	Retirement Fund	15,037		15,037		15,037		15,037		15,037
	Public Improvement									
	Planning	403,833		403,833		403,833		403,833		403,833
	Brownfield Redevelopment	2,600		2,600		2,600		2,600		2,600
	Community Development Block Grant	10,000		10,000		10,000		10,000		10,000
	Administrative Building Debt Fund	890,196		890,196		890,196		890,196		890,196
	Tax Shift Fund									
		<u>9,762,910</u>		<u>9,532,779</u>		<u>9,533,829</u>		<u>9,883,829</u>	<u>450,000</u>	<u>11,341,385</u>
130 Judicial										
131	Circuit Court	1,794,725		1,794,725	6,968	1,801,693		1,801,693	150,000	1,951,693
	Pretrial Services Grant	198,210		198,210		198,210		198,210	16,000	214,210
136	District Court	2,341,619		2,341,619	12,443	2,354,062		2,354,062		2,354,062
138	Court Security	382,859		382,859		382,859		382,859		382,859
141	Friend of Court	2,592,336		2,592,336	13,484	2,605,820		2,605,820		2,605,820
145	Law Library	500		500		500	4,000	4,500		4,500

Total Expenditures

**ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2006 Amended Budgets**

EXHIBIT "B"

	FRIEND OF					
	PARKS AND RECREATION	COURT ACT 294	HEALTH DEPARTMENT	SUBSTANCE ABUSE	PLANNING	PUBLIC IMPROVEMENT
<u>REVENUES</u>						
Taxes	2,887,400	-	-	-	-	-
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	204,815	-	-	192,000	-
- State	-	51,549	4,930,040	50,000	-	-
- Other	-	-	-	-	-	-
Charges for Services	58,500	1,000	1,859,529	-	32,900	-
Fines & Forfeits	-	-	-	-	-	-
Interest & Rents	275,980	11,938	-	-	-	-
Other Revenues	34,620	-	759,948	-	11,400	-
TOTAL REVENUES	3,256,500	269,302	7,549,517	50,000	236,300	-
<u>EXPENDITURES</u>						
Judicial	-	385,970	-	-	-	-
General Government	-	-	-	-	639,083	-
Public Safety	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	-	-	-	-	-	-
Recreation & Culture	1,539,605	-	10,189,481	50,000	-	-
Capital Outlay	2,011,100	-	-	-	3,650	600,000
TOTAL EXPENDITURES	3,550,705	385,970	10,189,481	50,000	642,733	600,000
<u>OTHER FINANCING SOURCES(USES)</u>						
Operating Transfers in -						
County Appropriation	-	-	2,139,964	-	403,833	-
Other	(155,000)	-	(29,062)	-	(10,291)	500,000
Operating Transfers Out	(155,000)	-	2,110,902	-	393,542	500,000
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	(449,205)	(116,668)	(529,062)	-	(12,891)	(100,000)
Fund Balance at Beginning of Year	4,614,830	247,334	1,412,578	339,737	93,666	908,719
Estimated Fund Balance at End of Year	4,165,625	130,666	883,516	339,737	80,775	808,719

EXHIBIT "B"

REVENUES

Taxes	2,895,540	-	1,592,428	-	2,894,391	-
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	120,000	30,500	-	-	700,000
- State	168,083	-	-	-	-	590,000
- Other	8,000	-	-	-	-	-
Charges for Services	41,000	45,000	-	-	-	-
Fines & Forfeits	915,000	-	-	105,000	-	-
Interest & Rents	119,600	-	1,250	500	70,000	-
Other Revenues	16,300	5,000	-	-	-	3,500
TOTAL REVENUES	4,163,523	170,000	1,624,178	105,500	2,964,391	1,293,500

EXPENDITURES

Judicial	-	-	-	-
General Government	-	-	-	-
Public Safety	-	1,186,045	-	-
Public Works	-	-	-	-
Health & Welfare	-	180,000	-	3,310,096
Recreation & Culture	3,168,927	-	-	-
Capital Outlay	942,102	51,593	208,000	-
TOTAL EXPENDITURES	4,111,029	180,000	1,237,638	2,028,250

OTHER FINANCING SOURCES(USES)

Operating Transfers in -	-	-	-	-	734,750
County Appropriation	-	10,000	-	-	-
Other	-	-	-	-	-
Operating Transfers Out	(547,878)	-	(386,540)	-	(76,160)
	(547,878)	10,000	(386,540)	-	658,590

Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses

Fund Balance at Beginning of Year	1,909,854	362,184	138,202	294,016	832,244	278,985
Estimated Fund Balance at End of Year	1,414,470	362,184	138,202	191,516	466,539	202,825

RESOLUTION 06-45

ESTABLISHING SALARIES OF SPECIFIC COUNTY ELECTED OFFICERS FOR 2007

WHEREAS, the St. Clair County Board of Commissioners has responsibility to establish the salary levels of all County Elected Officers; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed and evaluated the compensation of said Officers and recommends that said compensation is appropriate.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the salary levels of County Elected Officers, be, and the same hereby are established as specified as follows.

<u>Elected Officer</u>	<u>Annual Salary</u>	
Surveyor	\$7,457	Did not pass.
Drain Commissioner	\$58,864	
Treasurer	\$66,033	Passed: 4.5% increase for all elected officials made
Clerk/Register	\$67,857	
Prosecuting Attorney	\$106,862	
Sheriff	\$85,304	
Magistrates	\$50.78 per hour	

- 2) That the salary assigned herein to each classification shall be for one (1) year (2007) effective January 1, 2007.
- 3) All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same are hereby rescinded.

Dated: December 13, 2006

Reviewed and Approved as to Form by:

Gary Fletcher (w.l.f.)
 Gary A. Fletcher
 County Corporation Counsel
 522 Michigan
 Port Huron MI 48060

Howard Abramson
Jerry Tomlin
Patricia Anyle

Resolution 06-44

**Establishing Compensation to be Paid to Members
of the St. Clair County Road Commission**

Whereas, it is the statutory duty of the St. Clair County Board of Commissioners, at the October Session of each year to determine the compensation to be paid to the Members of the St. Clair County Road Commission, appointed by the Board of Commissioners; and

Whereas, the St. Clair County Board of Commissioners has given due consideration to this matter.

Now, Therefore, Be it Resolved:

1. That the following schedule may be, and the same is hereby adopted, reflecting the compensation for the officials named herein, for the year 2007 and 2008:

Effective January 1, 2007

A. Member, Road Commission	\$5,497
B. Chairperson, Road Commission	\$7,227

2. Effective January 1, 2008 – The Compensation rate shall be provided consistent and in conformity of general across the board adjustments provided classifications subject to the County Association of Non-union Employees.
3. The Members of the St. Clair County Road Commission shall be paid a "Per Diem Rate" of \$30 per meeting and \$40 per Road Commission Board Meeting Chaired, with a maximum of 34 total meetings including attendance at authorized conferences.
4. Members of the St. Clair County Road Commission shall only be eligible for specified benefits as authorized by official action of the St. Clair County Board of Commissioners.
5. All resolutions and parts of resolutions in conflict with this resolution are, to the extent of the conflict, hereby rescinded.

Dated: December 13, 2006

Reviewed and Approved as to Form by:

Gary A. Fletcher (CLC)

Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron MI 48060

James M. Krum 12-13-06
Howard Heidemann
Jerry Taylor

RESOLUTION 06-43

RELATIVE TO "PER DIEMS"
FOR BOARDS AND COMMISSIONS

WHEREAS, it is the duty of the St. Clair County Board of Commissioners annually, to determine the "Per Diems" to be paid to members of Boards and Commissions in cases where no provision is made by Board action or statute; and

WHEREAS, it is the opinion of the St. Clair County Board of Commissioners, that in such cases the "Per Diem" to be paid to members of various appointed Boards and Commissioners should be \$30.00 per day, in addition to such mileage allowance for travel, as the Board of Commissioners from time to time may determine.

NOW THEREFORE, BE IT RESOLVED:

- 1) That for the year 2007, the "Per Diem" to be paid to members of Boards and Commissions appointed by the St. Clair County Board of Commissioners, shall be \$30.00 per day, plus such mileage allowance for travel as the Board of Commissioners from time to time may determine.
- 2) That such payments shall be limited to those Boards and Commissions for which the payment of "Per Diem" is specifically allowed by statute and not otherwise prohibited.
- 3) All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same are hereby rescinded

DATED: December 13, 2006

Reviewed and Approved As To Form By:

Gary Fletcher (wLF)
Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

Devin McKee 12-13-06
Howard Weidemann
Tony Jordan

REVISED RESOLUTION 06-42

ESTABLISHING COMPENSATION FOR THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS

WHEREAS, it is the statutory duty of the Board of Commissioners to set the compensation to be paid to the successor Board; and

WHEREAS, the Board of Commissioners has given due consideration to this matter.

NOW, THEREFORE BE IT RESOLVED: That the following schedule is hereby adopted reflecting the compensation to be paid to the Commissioners, effective for the year 2007 and 2008:

1. EFFECTIVE JANUARY 1, 2007:

- | | | |
|----|----------------------|----------|
| A. | Chairperson | \$19,707 |
| | Vice Chairperson | \$16,961 |
| | Committee Chairs (4) | \$15,863 |
| | Member | \$15,313 |
- B. Each member of the Board will be allowed a mileage allowance equal to the distance from their residence to the County Administrative Building times **40 weekly meetings times the applicable rate**. This amount will be distributed on the Commissioners paycheck in an equal manner and will comply with all applicable compensation laws. This salary structure replaces the previous salary plus per diems structure.
- C. Each member of the Board will be entitled to the same benefits as provided to employees in the CANUE plan.


2. EFFECTIVE JANUARY 1, 2008:

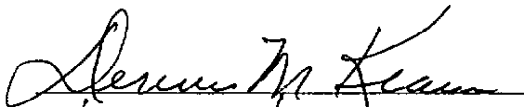
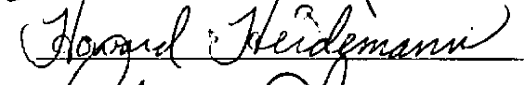
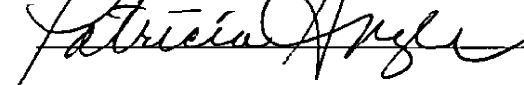
The compensation amounts outlined in A. shall be adjusted by 2% for the period of January 1, 2008 through December 31, 2008. Item B. and C. above will remain the same.

All Resolutions and parts of Resolutions in conflict with this Resolution are to the extent of the conflict, hereby rescinded.

DATED: December 13, 2006

Reviewed and Approved as to Form by:


Gary A. Fletcher
County Corporation Counsel
522 Michigan Street
Port Huron MI 48060

RESOLUTION 2006-41

RELATIVE TO ANNUAL COUNTY AT LARGE DRAIN ASSESSMENTS

WHEREAS, pursuant to provisions of the Michigan Drain Code, the Drain Commissioner has submitted to the County Board of Commissioners, a listing of County Drains and the associated County At Large Drain Assessments showing the money to be paid by and assessed against the County for drain purposes for the year 2006 (attached as Exhibit A); and

WHEREAS, the payments of said amounts must be reviewed and approved by the County Board of Commissioners for the purpose of authorizing the payment or transfer of said amounts from the County's general fund to the drain funds; and

WHEREAS, the County has previously budgeted \$125,000 for "Drains- Public Benefit" for Fiscal Year 2006;

NOW, THEREFORE, BE IT RESOLVED:

1. That the County At Large Drain Assessment Roll for 2006 is marked as "Exhibit A", attached hereto and made a part hereof by reference.
2. That the Drain Commissioner's County At Large Drain Assessments, totaling \$136,551.24, are hereby approved, and the amounts apportioned therein shall be paid and assessed against the County at Large, according to such apportionment of benefits provided and as agreed to by the County.
3. All resolutions and parts of resolutions in conflict with this Resolution are, to the extent of the conflict, rescinded.

DATED: December 15 , 2006

Reviewed and Approved by:

Gary Fletcher (CWL)
St. Clair County Corporation Counsel

Devin M. Kean
Howard Heidemann
Terry London

Exhibit A
COUNTY AT LARGE DRAIN ASSESSMENTS
(Drains - Public Benefit)
DECEMBER 2006

Adams-Berlin Twp	\$ 638.63	Lynn Mussey State IC-Lynn & Muss	\$ 528.29
Alpine & Brs-Col, SC, Wales Twps	268.87	Lynn #7-Lynn Twp	6.39
Baird-China & East China Twps	579.32	Lynn #15-Lynn Twp	81.22
Beaubien Creek-China & Cottell Twps	1,251.45	Mackley-Columbus & St Clair Twps	890.71
Beaverdam-Clay Twp	317.53	McGeorge & Brs-Berlin Twp	8,010.90
Benke & Brs-Emmett & Muss Twps	216.41	Meadowlawn-Burtchville Twp	127.01
Benoit-Casco & Ira Twps	727.35	Meldrum & Brs-Casco & Ira Twp	54.58
Big Hand-Columbus & St Clair Twps	730.26	Metcalf-Burtchville & FG Twps	1,083.75
Black-Greenwood Twp	333.73	Miller-Emmett & Mussey Twps	10.90
Blackney & Brs-Port Huron Twp	100.00	Moore & Brs-Fort Gratiot Twp	6,408.59
Brandywine-St Clair Twp	414.12	Moore Creek-Riley & Wales Twps	1,696.33
Butler-Berlin Twp	53.61	Mueller Farms SS-Port Huron Twp	312.50
Cameron-Berlin Twp	245.36	Neil-Grant & Greenwood Twps	1,749.00
Cartwright-Clay Twp	444.56	No. 12 & 14-Burtchville Twp	143.03
Chestnut Street-Port Huron Twp	32.74	No. 14-Burtchville Twp	3,892.41
Collins & Brs-Fort Gratiot Twp	500.00	No 209-Fort Gratiot Twp	4,048.46
Cooper-Columbus & St Clair Twps	831.20	No 210-Kenockee Twp	38.74
Cox -City of St Clair	562.53	O'Loughlin-Kenockee Twp	2,187.50
Crocker-Clay Twp	23.63	Oakwood SS-Port Huron Twp	705.24
Currier IC-Berlin Twp	233.81	Ohmer-Brockway Twp	154.59
Dana-Clay Twp	26,183.54	Palms Rd-Ira Twp	148.34
Demars-Ira Twp	167.46	Parks-Berlin Twp	94.49
Doe Creek-Fort Gratiot Twp	1,250.00	Plum Crk-Greenwood & Kenockee Twps	3,000.00
Dowling-Mussey Twp	359.51	Potter-St Clair Twp	189.00
Doyle & Br-Clyde Twp	250.00	Raymo #2-Lynn Twp	74.53
East Branch Walker-Mussey Twp	646.09	Riley-Wales & Br-Riley & Wales Twps	183.79
Eves & Ext-Brockway & Green. Twps	2,100.00	Robbins-Cottrellville Twp	11,170.90
Franklin & Brs-Lynn & Mussey Twps	589.87	Root & Brs-Lynn Twp	617.31
Fraser & Brs-Lynn Twp	56.23	Scott-Berlin Twp	31.67
Geyman-Cottrellville Twp	973.48	Sec #2-Grant Twp	254.96
Gleason & Brs-Emmett & Ken Twps	577.83	Sec #25-St Clair Twp	1,840.58
Graham -Berlin Twp	1,000.00	Sec #27-Brockway Twp	88.12
Graves-St Clair Twp	432.39	Seidel & Br-Mussey Twp	588.82
Grosmyer & Br-China Twp	750.00	Sheldon & Br-St Clair Twp	450.40
Hale-Kimball Twp	34.25	Simpson SS-Fort Gratiot Twp	8,032.50
Hannah-Berlin & Mussey Twps	111.92	Smith-Cottrellville-CottrellvilleTwp	2,850.46
Hayes-Greenwood Twp	309.05	Sprotberry & Brs-Mussey Twp	266.47
Hickory Street-Kimball Twp	546.92	St Clair Shores -East China Twp	21.19
Howe Brandymore Br#1 & BrA-FG Twp	311.21	St Edwards & Brs-Burtchville Twp	166.27
Hughes-Mussey Twp	146.37	Stewart Ext & Brs-China Twp	41.74
Jackson Crk IC-Brock. & Green. Twps	7,421.72	Stuever-Lynn Twp	55.35
Kaufman-Lynn & Mussey Twps	441.24	Talmadge-Riley Twp	190.57
Kelly-Berlin & Mussey Twps	329.72	Thody & Br-Brockway Twp	510.63
Kenney-Lynn Twp	282.25	Thompson-Brockway Twp	110.15
Keopfgen-Wales Twp	65.48	Thompson-Fort Gratiot Twp	804.00
Kingsley-Clyde & Kenockee Twps	157.96	Tinsman & Br-Columbus & Wales Twps	886.30
Kriesch IC-Mussey Twp	476.47	Townline of Ira-Cottrell & Ira Twps	124.65
Lemon-Mussey Twp	672.86	Vincent-Greenwood Twp	555.00
Loomis & Br-Berlin & Riley Twps	41.74	Wait-Lynn Twp	1,879.00
Lynn County & Brs-Lynn Twp	536.30	Warner-Fort Gratiot Twp	551.62

Exhibit A
COUNTY AT LARGE DRAIN ASSESSMENTS
(Drains - Public Benefit)
DECEMBER 2006

Weese-Lynn Twp	\$ 88.97	Whackebush-Emmett & Kenockee Twps	\$ 9,750.96
Weitzig-Mussey Twp	202.23	White-Emmett Twp	1,882.59
Wendt-Mussey Twp	539.34	Wonderlic & Brs-Wales Twp	<u>451.23</u>
		Total	\$ 136,551.24

Resolution 06-40

Establishing Compensation to be Paid to Members of the Department of Human Service Board

Whereas, it is the statutory duty of the St. Clair County Board of Commissioners to determine the compensation to be paid to the Members of the Department of Human Services Board appointed by the Board of Commissioners; and

Whereas, the St. Clair County Board of Commissioners has given due consideration to this matter.

Now, Therefore, be it Resolved:

1. That the following schedule may be, and the same is hereby adopted, reflecting compensation for Members of the Department of Human Service Board for 2007 and 2008:

Effective January 1, 2007

A. Member, Department of Human Service	\$3,755
B. Chairperson, Department of Human Service	\$5,488


2. Effective January 1, 2008

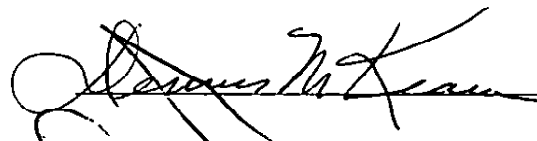
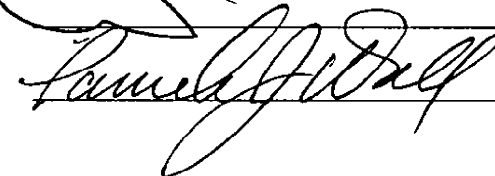
A. The Compensation Rate shall be provided consistent and in conformity of general across the Board adjustments provided classifications subject to the CANUE.

3. Members of the Department of Human Service Board shall only be eligible for specified benefits as authorized by official action of the County Board of Commissioners.
4. This salary structure replaces the previous salary plus per diem structure.
5. All resolutions and parts of resolutions in conflict with this Resolution are to the extent of the conflict, hereby rescinded.

Dated: December 13, 2006

Reviewed and Approved as to Form by:


Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

RESOLUTION 06-39

**RESOLUTION AUTHORIZING NOTICE OF INTENT
AND DECLARING INTENT TO REIMBURSE FOR EXPENDITURES**

COUNTY OF ST. CLAIR
State of Michigan

Minutes of a regular meeting of the Board of Commissioners Joint Committee Meeting of the County of St. Clair, State of Michigan, held on the 6th day of December, at 6:00 p.m., Eastern Standard Time in the Administration Board Room, 200 Grand River Ave., Port Huron, MI 48060.

PRESENT: Commissioners: Dennis Kearns, Howard Heidemann, Terry London, Jeff Bohm, Wally Evans, Pam Wall and Pat Anger

ABSENT: Commissioners: None

The following preamble and resolution were offered by Commissioner Anger and supported by Commissioner Bohm:

WHEREAS, the County of St. Clair (the "County") intends to issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount of not to exceed Fifteen Million Five Hundred Thousand Dollars (\$15,500,000), for the purpose of (i) acquiring, constructing, and equipping an office building, along with all necessary interests in land, easements, rights of way, and all appurtenances and attachments thereto in an amount not to exceed \$12,000,000 (the "Mental Health Project"), to be leased to the St. Clair County Community Mental Health Authority ("SCCCMHA") for the housing of staff and direct-operated programs; and (ii) acquiring and installing equipment related to 911 services in an amount not to exceed \$3,500,000 (the "911 Project", together with the Mental Health Project, the "Project"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the County intends at this time to state its intention to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the County for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The County Clerk is hereby authorized and directed to publish or cause to be published a notice of intent to issue the Bonds in the *Times Herald*, a newspaper of general circulation in the County.

2. Said notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the following form:

NOTICE TO TAXPAYERS AND ELECTORS
OF THE COUNTY OF ST. CLAIR, MICHIGAN
OF INTENT TO ISSUE BONDS
AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the County of St. Clair, State of Michigan (the "County"), intends to issue and sell its general obligation limited tax bonds in one or more series pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed Fifteen Million Five Hundred Thousand Dollars (\$15,500,000), for the purpose of (i) paying part of the cost of acquiring, constructing and equipping an office building, along with all necessary interests in land, easements, rights of way, and all appurtenances and attachments thereto in an amount not to exceed \$12,000,000, to be leased to the St. Clair County Community Mental Health Authority ("SCCCMHA") for the housing of staff and direct-operated programs (the "Mental Health Project"), and (ii) paying part of the cost of acquiring and installing equipment related to 911 services in an amount not to exceed \$3,500,000 (the "911 Project," together with the Mental Health Project, the "Project").

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS SHALL BE PAYABLE from the general funds of the County lawfully available for such purposes including property taxes levied within applicable statutory and constitutional limitations. However, the County expects to pay debt service on the portion of the bonds related to the Mental Health Project from the proceeds of a lease agreement to be entered into between the County and SCCCMA.

BOND DETAILS

SAID BONDS will be payable in annual installments not to exceed twenty-five (25) in number for each series of bonds and will bear interest at a rate not to exceed the maximum rate permitted by law, as determined at the time of sale.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE COUNTY IS FILED WITH THE COUNTY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE COUNTY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

County Clerk
County of St. Clair

3. The Board of Commissioners does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the County's electors and taxpayers residing in the boundaries of the County of the County's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The County makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the County reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the County.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring the Project which were paid or will be paid subsequent to sixty (60) days prior to the date hereof from the general funds of the County.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$15,500,000.
- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the related Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the County's use of the proceeds of the debt to be issued for the Project to reimburse the County for a capital expenditure made pursuant to this resolution.
- (e) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).
- (f) No proceeds of the borrowing paid to the County in reimbursement pursuant to this resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the

creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (d) above.

- (g) Expenditures for the Project to be reimbursed from the proceeds of the borrowing for purposes of this resolution do not include and are in addition to (i) costs for the issuance of the debt, (ii) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the borrowing, and (iii) preliminary expenditures not exceeding twenty percent (20%) of the issue price of the borrowing, within the meaning of Treas. Reg. § 1.150-2(f).

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners: Kearns, Heidemann, London, Bohm, Evans, Wall and Anger

NAYS Commissioners: None

RESOLUTION DECLARED ADOPTED

County Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, at a regular meeting held on the 6th day of December, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

County Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

DELIB:2790889.2\078015-00080

RESOLUTION 06 - 38**APPROPRIATION OF SENIOR CITIZENS MILLAGE FUNDS
FOR CALENDAR YEAR 2007**

WHEREAS: the Citizens of St. Clair County voted approval of a special millage levy for Senior Citizens services for a period of four (4) years; and

WHEREAS: the Commission On Aging, appointed by the County Board of Commission, reviewed and recommended approval of certain appropriations.

NOW, THEREFORE, BE IT RESOLVED:

1. That the appropriation of the Senior Citizens Millage Fund for Calendar Year 2007 is as follows:

Catholic Social Services of St. Clair County	75,073
St. Clair County Council On Aging	2,455,080
Safe Horizons	9,153
Lakeshore Legal Aid	159,700
St. Clair County Public Guardian	1,277
Visiting Nurse Association	238,393
Area Agency On Aging 1B	14,880
Tax Appeals	12,000
St. Clair County Commission On Aging	34,887
Contingency Fund	351,085
Detroit Edison Tax Appeal Set Aside	<u>163,438</u>

Total	3,514,966
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See Exhibits "A" and "B" attached.

Date: December 13, 2006

Reviewed and Approved by:

Gary Fletcher (WLF)

Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060

Annunzio

Howard Heidemann

Jerry Jordan

SENIOR CITIZENS MILLAGE FUND CALENDAR YEAR 2007 ALLOCATIONS

EXHIBIT "A"

CATHOLIC SOCIAL SERVICES	75,073
Counseling	
COUNCIL ON AGING	2,455,080
Adult Day Care	113,482
Chore Services	130,506
Foster Grandparents	31,468
Homemaker Services	489,503
Home Repair Services	160,608
Outreach Services - Resource Advocacy	241,397
Programs	489,522
Transportation	235,266
Group Meals	25,592
Home Delivered Meals	343,164
Personal Care Services	194,572
SAFE HORIZONS	9,153
Emergency Shelter	5,639
Support Group Counseling	3,514
LAKESHORE LEGAL AID	159,700
Legal Services	
PUBLIC GUARDIAN	1,277
Guardianship	
VISITING NURSE ASSOCIATION	238,393
Respite Care Services	99,120
Personal Care Services	101,760
Adult Day Care- Dietary Supplem't	2,476
Bereavement Support Group	35,037
COMMISSION ON AGING	34,887
Administration/Planning	
AREA AGENCY ON AGING IB	14,880
County Assessment - Match	
TAX APPEALS, REGULAR - Set Aside	12,000
CONTINGENCY FUND	351,085
DETROIT EDISON TAX APPEAL SET ASIDE	163,438
TOTALS	3,514,966

SENIOR CITIZENS MILLAGE FUND CALENDAR YEAR 2007 ALLOCATIONS

EXHIBIT "B"

PROJECTED REVENUE AT JANUARY 01, 2007		3,517,851
CATHOLIC SOCIAL SERVICES		75,073
Counseling		
COUNCIL ON AGING		2,455,080
Adult Day Care	113,482	
Chore Services	130,506	
Foster Grandparents	31,468	
Homemaker Services	489,503	
Home Repair Services	160,608	
Outreach Services	241,397	
Programs	489,522	
Transportation	235,266	
Group Meals	25,592	
Home Delivered Meals	343,164	
Personal Care Services	194,572	
SAFE HORIZONS		9,153
Emergency Shelter	5,639	
Support Group Counseling	3,514	
LAKESHORE LEGAL AID		159,700
Legal Services		
PUBLIC GUARDIAN		1,277
Guardianship		
VISITING NURSE ASSOCIATION		238,393
Respite Care Services	99,120	
Personal Care Services	101,760	
Adult Day Care- Dietary Supplem't	2,476	
Bereavement Support Group	35,037	
COMMISSION ON AGING		34,887
Administration/Planning		
AREA AGENCY ON AGING IB		14,880
County Assessment - Match		
TAX APPEALS, REGULAR - Set Aside		12,000
CONTINGENCY FUND		351,085
DETROIT EDISON TAX APPEAL SET ASIDE		163,438
TOTALS		3,514,966
PROJECTED FUND BALANCE AT DECEMBER 31, 2007		2,885

ST. CLAIR COUNTY
2006 BUDGET ADJUSTMENTS DETAIL

GENERAL FUND

12/13
See bottom
of page 5

Adj. #	Details	Revenues		Expenditures	
		Increase	Decrease	Increase	Decrease
1	<u>BOC approved 1/18/2006:</u> 101648 Medical Examiner 101103 Health Department Appropriation to move the Medical Examiner Department from the Health Department to the General Fund	3,270		233,401	230,131
TOTAL BUDGET ADJUSTMENTS MADE 1/18/2006 (Adj. #1)		3,270		233,401	230,131
2	<u>BOC approved 6/21/2006:</u> 101149 Probate Court - Juvenile 101148 Probate Court - Adult to move the process server from the Adult Probate Court to the Juvenile Probate Court as approved by the BOC on 2/15/2006			67,510	67,510
	101148 Probate Court - Adult 101149 Probate Court - Juvenile to increase the revenue budget to expected actual in these two courts		56,709 1,150		
	101253 Treasurer to adjust the Revenue Sharing Fund transfer to the General Fund to state approved actual for 2006		102,681		
	920017 Employee of Quarter/Year to increase expenditures for moneys unspent in prior year and dedicated to this issue.			1,050	

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
2	101430	Animal Shelter			1,200	
	101351	Jail transfer of radios from Animal Shelter to the Jail				1,200
	101166	Family Counseling to take this department to zero as it is now accounted for as a separate Special Revenue Fund		20,000		20,000
	101351	Jail - Vehicles to remove money not needed for the new van purchased.				7,000
	910117	Substance Abuse Treatment Grant to budget for this new project	116,826		116,826	
	101362	Community Corrections Grant to adjust to actual grant		29,841		29,841
	101233	Purchasing			51,471	
	101201	Accounting Administrator/Controller to move a position from Accounting to Purchasing and creating a new 20 hour Accounts Payable position in Accounting as approved by the BOC 4/19/2006			17,500	51,471 8,312
	101325	Communications Transfer In to reduce the expected transfer from the Communications Fund due to a reduction in landlines		8,000		
	920021	Veterans Lapeer Contract to budget the actual contract amount	45,000			
	910066	Cert Dap Grant (Emergency Management) to create new grant budget	76,000			76,000

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
2	910063	Buffer Zone Grant (Sheriff) to create new grant budget	50,000		50,000	
	910019	MI Drive Safely Grant (Sheriff) to create new grant budget	50,000		50,000	
	910016	Party Patrol Grant (Sheriff) to create new grant budget	17,000		17,000	
	101131	Circuit Court			2,300	
	101136	District Court			5,300	
	101141	Friend of Court			6,800	
	101148	Probate Court - Adult			1,200	
	101149	Probate Court - Juvenile			300	
	101153	District Court Probation			200	
	101172	Administrator/Controller			600	
	101201	Accounting			1,200	
	101215	Clerk			1,200	
	101225	Equalization			3,200	
	101226	Human Resources			5,800	
	101229	Prosecuting Attorney			1,800	
	101236	Register of Deeds			1,900	
	101253	Treasurer			1,000	
	101257	Cooperative Extension			800	
	101265	Buildings and Grounds			100	
	101275	Drain Commissioner			1,600	
	101301	Sheriff			3,100	
	101331	Marine Patrol			200	
	101351	Jail			100	
	101426	Emergency Services			1,775	
	101682	Veterans Counselor			575	
	101430	Animal Shelter			100	
	101259	Information Technology				
		to budget in the various departments for printer toner and reduce the I.T. supplies budget to projected actual				75,000

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
2						
	101131	Circuit Court	4,668			
	101136	District Court	7,143			
	101141	Friend of Court	6,684			
	101148	Probate Court - Adult	2,820			
	101149	Probate Court - Juvenile	10,176			
	101151	Adult Probation	3,133			
	101153	District Court Probation	2,345			
	101172	Administrators/Controller	857			
	101201	Accounting	857			
	101215	Clerk	4,517			
	101225	Equalization	535			
	101226	Human Resources	2,803			
	101229	Prosecuting Attorney	6,259			
	101233	Purchasing	857			
	101236	Register of Deeds	2,899			
	101253	Treasurer	535			
	101257	Cooperative Extension	2,923			
	101265	Buildings and Grounds	2,041			
	101275	Drain Commissioner	2,534			
	101301	Sheriff	16,891			
	101331	Marine Patrol	4,120			
	101351	Jail	2,363			
	101426	Emergency Services	1,199			
	101430	Animal Shelter	2,191			
	101661	Public Guardian	2,187			
	101682	Veterans Counselor	2,158			
	101259	Information Technology				188,900
		to budget in various departments for copier leases and reduce I.T. leased assets budget to projected actual				
	101351	Jail Medical Supplies				100,000
		Jail Health Services				250,000
		to revise the budget for projected activity				

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
		TOTAL ADJUSTMENTS MADE 6/21/2006 (Adj. #2)	515,366	57,841	935,402	449,234
		<u>BOC approved 8/16/2006:</u>				
3	101103	Other Legislative Activities - legal fees DTE suit			350,000	
	101145	Law Library - West Group Fees			4,000	
	101253	Treasurer - Interest revenue	450,000			
	101301	Sheriff - payoff of sick/vacation upon retirements			61,500	
		Sheriff - payment of Lelange towing bill			5,396	
	101334	Dive Team - payroll *			9,000	
	920021	Lapeer County Veterans Contract			45,000	
		On June 21, 2006 the budget adjustments included the revenue portion of this contract but not the expenditures				
		As of 6/30/2006 the Dive Teams total 2006 budget has been, for practical purposes, spent.				
		TOTAL ADJUSTMENTS MADE 8/16/2006 (Adj. #3)	450,000		474,896	
		<u>Proposed Adjustments for 12/13/2006:</u>				
4	101103	Other Legislative Activities - reversion of 2005 fund balances		115,513		
		- DTE Attorneys			185,000	
		- Appropriation to Child Care Fund			822,556	
		- Appropriation to Tax Shift Fund			450,000	

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
4	101131	Circuit Court - State Revenues - Court Appointed Attorneys	1,000		150,000	
	101136	District Court - Adjustment to State Grant		52,109		
	101138	Courthouse Security - Federal reimbursement for training	600			
	101148	Probate Court - Fees	8,000			
	910015	Pretrial Services - Revenues included in another grant - Huron House services		38,800	16,000	
	910014	FOC GF/GP Grant - State revenues up	15,000			
	101191	Elections - election costs higher than anticipated			7,000	
	101215	Clerk - economy driven items lower than anticipated		105,000		
	101225	Equalization - Contractual expense lower than budgeted				45,000
	101226	Human Resources - Donations for events not budgeted for	3,000			
	920020	Professional Development - reimbursement fees	500			
	920007	Child Protective Investigations Title IV-E - postage			4,000	
	953001	Prosecutor's Drug Forfeitures - Drug Case settlement - Case distribution to local unit	39,000		39,000	
	101231	Victims Rights - State grant - health services	15,000		2,000	
	101236	Register of Deeds - economy driven items lower		235,000		

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
	101253	Treasurer - Tax Shift, Rent, Interest and Refunds all up - Tax Tribunals	1,719,987		70,000	
	101257	Cooperative Extension - Miscellaneous Revenues		1,000		
	910080	21st Century Grant - Grant activity up	4,000		4,000	
	910081	Great Start - Grant activity up	23,000		23,000	
	910082	CMH Grant - Grant activity down		60,374		60,374
	910084	FNP/Milias Grant - Grant activity up	1,250		1,250	
	910085	Gypsy Moth Suppression Program - to take budget to zero		900		900
	910086	Anchor Bay Foundation Grant - Grant activity up	100		100	
	910087	4H Programming Grant - Grant activity up	600		600	
	101259	Information Technology - Service fees - Temp. wages, Phone, Licensing	5,000		430,800	
	101275	Drain Commissioner - Project wage reimbursement		9,000		
	101259	Motor Pool - Service fees - Fuel and repairs	1,600		1,000	
	960001	FIA Building Maintenance - Wages, supplies down				61,000
	960004	Jail Building Maintenance - Wages, supplies down				233,226
	101301	Sheriff - Local fees up/Miscellaneous revenues down - Overtime, fuel and repairs		10,552	73,000	

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
4	910012	COPS Technology Grant - to record new grant	12,580		12,580	
	910022	Ed Byrne Memorial Grant - to record new grant	21,902		21,902	
	910008	Criminal Justice Training Grant - Grant activity up	10,000		10,000	
	101325	Communications - Local fees - Maintenance services, phone, capital outlay	5,400		49,000	
	101331	Marine Law Enforcement - Fed. Grant up/State Grant down - Wages, fuel, supplies, capital outlay	6,095		49,550	
	101334	Dive Team - Fees and Contributions - Wages and capital outlay	5,500		5,500	
	101351	Jail - Federal prisoners and telephone fees	183,941			
	101372	Jail Population Monitor - split out from Jail			11,500	
	101426	Emergency Management - State grant activity down		48,024		
	910045	04 Equipment Grant - To create new grant budget	1,800		1,800	
	910048	04 Training Grant - To create new grant budget	823		111	
	910056	Annual Breakfast - To create current budget	8,250		8,250	
	910061	04 Cert Grant - To create new grant budget	6,204		7,500	
	920062	05 Homeland Security Grant - To create new grant budget	1,200,000		1,200,000	
	101428	Hazardous Materials Handling - To adjust state grant		2,913		2,913
	910054	04 Hazardous Mitigation Grant - To create new grant budget	141		200	

Adj. #	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
4	101430	Animal Shelter - Licenses and fees	10,000			
		- Wages, Admin. Services, health services			14,000	
	951499	Spay/Neutering Project - Fees and refund costs down		1,000		6,000
	101445	Drains - Public Benefit - to adjust to actual assessment roll			11,551	
	101648	Medical Examiner - morgue upgrade capital outlays			5,500	
	101661	Public Guardian - Fees		10,000		
		- Wages			23,950	
	920021	Veteran's Lapeer Contract - to adjust to correct contract amount				10,000
PROPOSED TOTAL ADJUSTMENTS FOR 12/13/2006 (Adj. #4)			<u>3,425,786</u>	<u>574,672</u>	<u>3,712,200</u>	<u>419,413</u>
SUMMARY OF NET ADJUSTMENTS FOR 2006:						
			NET ADJUSTMENT AMOUNT			
Adjustment #1 - January 18, 2006			(24,896)			
Adjustment #2 - June 21, 2006			(28,643)			
Adjustment #3 - August 16, 2006			(441,673)			
Adjustment #4 - December 13, 2006 (Proposed)						
Net budgeted reduction in fund balance			<u>(495,212)</u>			

~~Larry Gordon
Louise Heslinian~~

CONTRACT NO. 2006-0596/A1
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION
ST. CLAIR COUNTY BOARD OF COMMISSIONERS
AMENDMENT

THIS AMENDATORY CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and the St. Clair County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of amending Contract No. 2006-0596, dated September 28, 2006, hereinafter referred to as the "CONTRACT."

WITNESSETH:

WHEREAS, the CONTRACT provides for the rehabilitation of taxiway C at the St. Clair County International Airport, whose associated city is Port Huron, Michigan; and

WHEREAS, the parties desire to amend the CONTRACT to add sub-base undercutting associated with the rehabilitation of taxiway C to the project and to increase the amount accordingly;

NOW, THEREFORE, the parties agree that the CONTRACT be and that the same is amended as follows:

1. In order to set forth the revised services and the revised amount, Exhibit 1 of the CONTRACT, dated August 9, 2006, is replaced with Revised Exhibit 1, dated October 24, 2006, attached hereto and made a part hereof, and all references in the CONTRACT to Exhibit 1 will be construed to mean Revised Exhibit 1, dated October 24, 2006.
2. In order to increase the CONTRACT amount by Thirty-Two Thousand Dollars (\$32,000.00), for a revised total CONTRACT amount of Three Hundred Forty-Four Thousand Dollars (\$344,000.00), Section 11 of the CONTRACT is amended to read as follows:

"11. The PROJECT COST participation is estimated to be as shown below and as in Revised Exhibit 1. Revised Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$275,200.00
Maximum DEPARTMENT Share	\$ 60,200.00
SPONSOR Share	<u>\$ 8,600.00</u>
Estimated PROJECT COST	\$344,000.00"

3. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
4. The SPONSOR agrees that the compensation noted above represents payment in full for all services requested by the DEPARTMENT and waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend the CONTRACT.

5. This Amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and of the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representatives(s) of the SPONSOR, a certified copy of which resolution will be returned to the DEPARTMENT with this Amendatory Contract, as applicable.

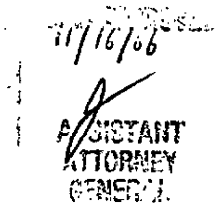
IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

By: *Patricia A. Anger*
Title: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



REVISED EXHIBIT 1**ST. CLAIR COUNTY INTERNATIONAL AIRPORT
PORT HURON, MICHIGAN**

Project No. B-26-0080-1706

Contract No. FM 77-03-C64

October 24, 2006

	Federal	State	Local	Total
ADMINISTRATION	\$800	\$175	\$25	\$1,000
DEPARTMENT-AERO	\$800	\$175	\$25	\$1,000
LAND	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$258,400	\$56,525	\$8,075	\$323,000
Rehabilitation of Taxiway C	\$248,000	\$54,250	\$7,750	\$310,000
AERO-Construction admin	\$2,400	\$525	\$75	\$3,000
CONSULTANT-Construction admin	\$8,000	\$1,750	\$250	\$10,000
CONTINGENCIES	\$16,000	\$3,500	\$500	\$20,000
Funding Contingencies	\$16,000	\$3,500	\$500	\$20,000
ORIGINAL PROJECT BUDGET	\$249,600	\$54,600	\$7,800	\$312,000
INCREASE IN BUDGET	\$25,600	\$5,600	\$800	\$32,000
TOTAL PROJECT BUDGET	\$275,200	\$60,200	\$8,600	\$344,000

RESOLUTION 06-36

APPROVING ANNUAL WAGE ADJUSTMENTS FOR THE COUNTY OF ST. CLAIR COUNTY OF THE COUNTY ASSOCIATION OF NON-UNION EMPLOYEES (CANUE)

WHEREAS, the employees of the County Association of Non-Union Employees hereafter called CANUE are employees with no affiliation with or membership in a labor organization or recognized as an affiliated group of employees with the right and ability to collectively bargain with the County of St. Clair and,

WHEREAS, the St. Clair County Board of Commissioners has exclusive and unilateral right and authority to establish the compensation plan for determining the annual wage and salary compensation of employees of CANUE and,


WHEREAS, the St. Clair County Board of Commissioners does hereby exercise its exclusive and unilateral right to establish the compensation plan for determining the annual wage and salary compensation of employees of CANUE,

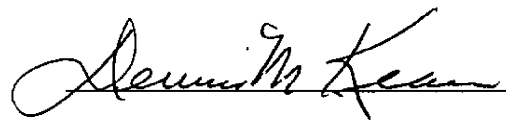

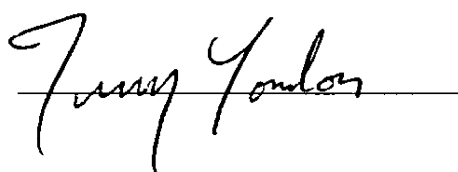
NOW THEREFORE, BE IT RESOLVED, that the Exempt Employee Compensation Structure (Attached Exhibit "A") for the period January 1, 2007 through December 31, 2007 is hereby approved and adopted. Furthermore, if any collective bargaining agreement receives a cost of living adjustment greater than 2%, then the CANUE schedule will be adjusted by the same percentage.

Date: December 13, 2006

Reviewed and Approved by:

Board of Commissioners:


GARY FLETCHER
County Corporation Counsel
522 Michigan Street
Port Huron, MI 48060

 12-13-06



2007 County Association of Non-Union Employees - Wage Structure

Job Group I: Office

Professionals		Merit Step 1	Merit Step 2	Merit Step 3	Merit Step 4	Merit Step 5	Merit Step 6	Merit Step 7	Merit Step 8	W.R.
Wage Range	A	20,387	21,203	22,051	22,933	23,850	24,803	25,796	26,828	A
Wage Range	B	22,051	22,933	23,850	24,803	25,796	26,828	27,900	29,016	B
Wage Range	C	23,850	24,803	25,796	26,828	27,900	29,016	30,176	31,384	C
Wage Range	D	25,796	26,828	27,900	29,016	30,176	31,384	32,639	33,945	D
Wage Range	E	27,900	29,016	30,176	31,384	32,639	33,945	35,303	36,716	E
Wage Range	F	30,176	31,384	32,639	33,945	35,303	36,716	38,185	39,712	F
Wage Range	G	32,639	33,945	35,303	36,716	38,185	39,712	41,300	42,952	G

Job Group II:

Professional/Technical

Wage Range	A	24,803	25,796	26,828	27,900	29,016	30,176	31,384	32,639	A
Wage Range	B	26,828	27,900	29,016	30,176	31,384	32,639	33,945	35,303	B
Wage Range	C	29,016	30,176	31,384	32,639	33,945	35,303	36,716	38,185	C
Wage Range	D	31,384	32,639	33,945	35,303	36,716	38,185	39,712	41,300	D
Wage Range	E	33,945	35,303	36,716	38,185	39,712	41,300	42,952	44,670	E
Wage Range	F	36,716	38,185	39,712	41,300	42,952	44,670	46,457	48,315	F
Wage Range	G	39,712	41,300	42,952	44,670	46,457	48,315	50,247	52,256	G
Wage Range	H	42,952	44,670	46,457	48,315	50,247	52,256	54,346	56,520	H
Wage Range	I	46,457	48,315	50,247	52,256	54,346	56,520	58,780	61,131	I
Wage Range	J	50,247	52,256	54,346	56,520	58,780	61,131	63,577	66,120	J
Wage Range	K	54,346	56,520	58,780	61,131	63,577	66,120	68,765	71,515	K
Wage Range	L	58,780	61,131	63,577	66,120	68,765	71,515	74,376	77,351	L
Wage Range	M	63,577	66,120	68,765	71,515	74,376	77,351	80,445	83,663	M

Job Group III: Division

Heads/Supervisors

Wage Range	A	31,384	32,639	33,945	35,303	36,716	38,185	39,712	41,300	A
Wage Range	B	33,945	35,303	36,716	38,185	39,712	41,300	42,952	44,670	B
Wage Range	C	36,716	38,185	39,712	41,300	42,952	44,670	46,457	48,315	C
Wage Range	D	39,712	41,300	42,952	44,670	46,457	48,315	50,247	52,256	D
Wage Range	E	42,952	44,670	46,457	48,315	50,247	52,256	54,346	56,520	E
Wage Range	F	46,457	48,315	50,247	52,256	54,346	56,520	58,780	61,131	F
Wage Range	G	50,247	52,256	54,346	56,520	58,780	61,131	63,577	66,120	G
Wage Range	H	54,346	56,520	58,780	61,131	63,577	66,120	68,765	71,515	H
Wage Range	I	58,780	61,131	63,577	66,120	68,765	71,515	74,376	77,351	I
Wage Range	J	63,577	66,120	68,765	71,515	74,376	77,351	80,445	83,663	J
Wage Range	K	68,765	71,515	74,376	77,351	80,445	83,663	87,010	90,490	K
Wage Range	L	74,376	77,351	80,445	83,663	87,010	90,490	94,110	97,874	L

Job Group IV: Department

Heads

Wage Range	A	33,945	35,303	36,716	38,185	39,712	41,300	42,952	44,670	A
Wage Range	B	36,716	38,185	39,712	41,300	42,952	44,670	46,457	48,315	B
Wage Range	C	39,712	41,300	42,952	44,670	46,457	48,315	50,247	52,256	C
Wage Range	D	42,952	44,670	46,457	48,315	50,247	52,256	54,346	56,520	D
Wage Range	E	46,457	48,315	50,247	52,256	54,346	56,520	58,780	61,131	E
Wage Range	F	50,247	52,256	54,346	56,520	58,780	61,131	63,577	66,120	F
Wage Range	G	54,346	56,520	58,780	61,131	63,577	66,120	68,765	71,515	G
Wage Range	H	58,780	61,131	63,577	66,120	68,765	71,515	74,376	77,351	H
Wage Range	I	63,577	66,120	68,765	71,515	74,376	77,351	80,445	83,663	I
Wage Range	J	68,765	71,515	74,376	77,351	80,445	83,663	87,010	90,490	J
Wage Range	K	74,376	77,351	80,445	83,663	87,010	90,490	94,110	97,874	K
Wage Range	L	80,445	83,663	87,010	90,490	94,110	97,874	101,790	105,861	L
Wage Range	M	87,010	90,490	94,110	97,874	101,790	105,861	110,095	114,499	M
Wage Range	N	94,110	97,874	101,790	105,861	110,095	114,499	119,079	123,842	N
Wage Range	O	101,790	105,861	110,095	114,499	119,079	123,842	128,796	133,947	O
Wage Range	P	110,095	114,499	119,079	123,842	128,796	133,947	139,305	144,878	P
Wage Range	Q	119,079	123,842	128,796	133,947	139,305	144,878	150,673	156,700	Q
Wage Range	R	128,796	133,947	139,305	144,878	150,673	156,700	162,967	169,486	R
Wage Range	S	139,305	144,878	150,673	156,700	162,967	169,486	176,266	183,316	S

RESOLUTION 06-34**AMENDING RESOLUTION 06-09****AUTHORIZING THE ESTABLISHMENT OF A CAPITAL IMPROVEMENT FUND FOR CAPITAL, FACILITY AND SECURITY NEEDS OF THE 72nd DISTRICT COURT**

WHEREAS, the 72nd District Court has identified capital needs involving courtroom and office technology, equipment and fixtures both present and future that cannot be addressed by general fund budget requests to the Board of Commissioner because of the expense involved; and

WHEREAS, the present court facilities are not adequate to serve plaintiffs, defendants, attorneys, court visitors, personnel and to handle current and projected caseload storage requirements; and

WHEREAS, State law allows courts in coordination with funding agencies to use all or part of certain costs that are collected by the courts for capital expenditures, both building and equipment; and

WHEREAS, it is in the interest of the community and the criminal justice system of the County to provide a means to address the needs of the District Court by use of revenue produced by users of the court rather than by use of general tax revenue.

WHEREAS, Court Security, or the absence thereof, is a serious problem facing federal, state and local courts of all jurisdictions; and


Whereas, the safety of spectators, lawyers, court staff and judges is a primary concern of the County Board of Commissioners and the Judiciary of St. Clair County.


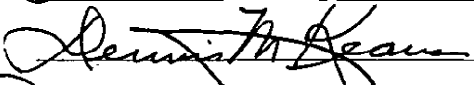

NOW, THEREFORE, BE IT RESOLVED, that:

1. The County Administrator/Controller is hereby authorized to establish a court capital improvement fund for capital and facility needs of the 72nd District Court under the control and direction of the Chief Judge of the District Court and the Administrator of the District Court.
2. The County Administrator/Controller is hereby authorized to establish a courthouse security fund for the security needs of the courthouse under the direction and control of the Administrator/Controller.
3. The courts costs collected for building and equipment capital expenditures and distributed to the County will be allocated on a monthly basis with fifty percent (50%) going to the County General Fund for Courthouse security and fifty percent (50%) going to the District Court Capital Improvement Fund.
4. The capital fund shall continue until December 31, 2010 and the General Fund will receive revenue effective January 1, 2007 for the courthouse security program.
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

DATED: November 15, 2006

Reviewed and Approved As To Form By:


GARY A. FLETCHER
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

REVISED




RESOLUTION 06-33

**ST. CLAIR COUNTY
2007 GENERAL APPROPRIATIONS RESOLUTION**

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, as amended, requires that each local unit of government adopt a balanced budget for certain funds; and

WHEREAS, County Departments, the Courts and others have submitted budget requests as required by the Act, including those with requests for a County Appropriation; and

WHEREAS, the County Administrator/Controller has considered these requests and has submitted a proposed budget to the Board of Commissioners' as required by statute; and

WHEREAS, the Board of Commissioners' has received the proposed budget and have made recommendations for modification to the Administrator/Controller; and

WHEREAS, the Board of Commissioners' has held the required Public Hearing regarding the proposed budget; and

WHEREAS, the Board of Commissioners' annually adopts a budget and authorizes appropriations subject to the conditions set forth in its annual General Appropriations Resolution; and

WHEREAS, the budget contains anticipated revenues and expenditures from various grant programs, which will also require approval of agreements with granting agencies at various times during the fiscal year.

THEREFORE BE IT RESOLVED, that the 2007 St Clair County General Fund Budget, as attached and marked "Exhibit A" is hereby adopted on a basis consistent with the Public Act 621 of 1978, as amended,

BE IT FURTHER RESOLVED, that the following tax levies are hereby authorized for the 2006 tax year/2007 budget year for a total County levy of **7.3022 mills**, including levies for general fund operations and special purpose millages:

General Operations	5.3265
Drug Task Force	.2803
Senior Citizens	.5000
Library	.7000
Parks	.4954

BE IT FURTHER RESOLVED, that the revenues received by the County under Public Acts 106 and 107 of 1985 (Convention Facility Tax revenue) shall not be used to reduce the County's operating millage as defined by Public Act 2 of 1986 and that 50% of the actual Convention Facility Tax revenue not used to reduce the County's operating tax rate will be transferred to the Substance Abuse Fund with the remaining revenues to be deposited in the General Fund.

BE IT FURTHER RESOLVED, that the revenues received by the County under Public Act 264 of 1987 (Health and Safety Fund Act) shall not be used to reduce the County's operating millage and that 11/17 of the actual revenues will be appropriated for public health prevention programs, 5/17 of the actual revenues will be appropriated for jail facilities and that 1/17 of the actual revenues will be appropriated for general services in accordance with the Act.

BE IT FURTHER RESOLVED, that the adopted budget is based on current estimates of revenues and expenditures, and that the Board of Commissioners', upon recommendation by the Administrator/Controller, may find it necessary to adjust budgeted revenues and expenditures from time to time during the year.

Dated:

Reviewed and Approved As To Form By:

Gary A. Fletcher (wlr)
Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, Michigan

James M. Keane
Camille J. Wall

ST. CLAIR COUNTY
2007 GENERAL FUND
BUDGETED CHANGES TO AVAILABLE FUND BALANCE

11/15/2006

Estimated Available Fund Balance at December 31, 2006	\$	7,674,639
Add: 2007 Budgeted Revenues		58,236,903
Less: 2007 Budgeted Expenditures		<u>58,236,903</u>
Estimated Available Fund Balance at December 31, 2007	\$	<u><u>7,674,639</u></u>

ST. CLAIR COUNTY
PROPOSED 2007 GENERAL FUND BUDGET

11/15/2006

REVENUES

<u>DEPT.#</u>	<u>DEPARTMENT</u>	<u>2007 PROPOSED</u>
<u>130 Judicial</u>		
131	Circuit Court	137,672
136	District Court	2,985,700
138	Courthouse Security	45,000
141	Friend of Court	1,985,023
	Incentive Payments	238,971
	FOC - GF/GP	26,313
145	Law Library	6,500
148	Probate Court	257,026
149	Family Division-Circuit Court	181,767
		<u>5,863,972</u>
<u>170 General Government</u>		
215	Clerk	676,500
225	Equalization	226,300
229	Prosecuting Attorney	310,323
	Drug Forfeitures	10,000
	Child Protective Investigations	18,000
231	Victims Rights	61,000
236	Register of Deeds	1,271,000
253	County Treasurer	42,843,084
257	Cooperative Extension	1,000
	Co-op. Ext. - 21st Century Grant	45,000
	Co-op. Ext. - Great Start Grant	66,051
	Co-op. Ext. - Head Start Grant	5,100
	Co-op. Ext. - FNP/Milias Grant	750
	Co-op. Ext. - Anchor Bay Community Foundation	250
	Co-op. Ext. - 4-H Programming	1,200
259	Information Technology	20,000
275	Drain Commissioner	271,500
		<u>45,827,058</u>
<u>300 Public Safety</u>		
301	Sheriff	1,493,465
	Secondary Road Patrol	224,802
320	Criminal Justice Training Grant	8,000
325	Communications/Radio	715,700
331	Marine Law Enforcement	90,000
351	Corrections/Jail	2,103,080
	Inmate Billing	286,000
	Probation Resident Services	985,163
	Substance Abuse Treatment Grant	100,000
426	Emergency Preparedness	30,000

DEPT.#	DEPARTMENT	2007 PROPOSED
	<u>Public Safety - Continued</u>	
	Annual Breakfast	8,000
428	Hazardous Materials Handling	2,000
430	Animal Shelter	367,113
		<u>6,413,323</u>
	<u>600 Health and Welfare</u>	
	Medical Examiner	26,950
661	Public Guardian	60,600
	Veterans Lapeer Contract	45,000
		<u>132,550</u>
	Total Revenues	<u><u>58,236,903</u></u>

ST. CLAIR COUNTY
PROPOSED 2007 GENERAL FUND BUDGET

11/15/2006

EXPENDITURES

<u>DEPT.#</u>	<u>DEPARTMENT</u>	<u>2007 PROPOSED</u>
<u>100 Legislative</u>		
101	Board of Commissioners	215,406
103	Other Legislative Activities	1,673,939
	Employee of the Quarter/Year	3,900
	<u>Appropriations to other Funds:</u>	
	Road Commission	-
	Health Department	2,435,936
	Child Care - Probate	4,103,866
	Child Care - Welfare	490,000
	Family Independence Agency	244,750
	Airport	125,000
	Retirement Fund	15,939
	Public Improvement	-
	Planning	488,443
	Brownfield Redevelopment	12,600
	Community Development Block Grant	10,000
	Administrative Building Debt Fund	869,258
	Tax Shift Fund	800,000
		<u>11,489,037</u>
<u>130 Judicial</u>		
131	Circuit Court	2,078,616
136	District Court	2,477,179
138	Court Security	601,109
141	Friend of Court	2,516,700
145	Law Library	5,000
148	Probate Court	805,380
149	Family Division-Circuit Court	2,308,754
151	Adult Probation	22,333
153	District Court Probation	643,368
		<u>11,458,439</u>
<u>170 General Government</u>		
172	Administrator/Controller	407,016
191	Election	73,987
201	Accounting	414,703
215	Clerk	910,526
225	Equalization	961,835
226	Human Resources	540,316
229	Prosecuting Attorney	2,541,432
	Drug Forfeitures	10,000
	Child Protective Investigations - Title IV-E	5,000
231	Victims Rights	10,800

DEPT. #	DEPARTMENT	2007 PROPOSED
	<u>General Government - Continued</u>	
233	Purchasing	197,457
236	Register of Deeds	298,941
244	Boundary Commission	200
253	County Treasurer	769,275
257	Cooperative Extension	364,750
	Co-op. Ext. - 21st Century Grant	45,000
	Co-op. Ext. - Great Start Grant	66,051
	Co-op. Ext. - Head Start Grant	5,100
	Co-op. Ext. - FNP/Milias Grant	750
	Co-op. Ext. - Anchor Bay Community Foundation	250
	Co-op. Ext. - 4-H Programming	1,200
259	Information Technology	2,572,840
265	Buildings and Grounds	1,940,864
	FIA Building Lease Maintenance	729,361
	Jail/Juvenile Facility Maintenance	695,907
275	Drain Commissioner	750,917
289	Motor Pool	7,500
		<u>14,321,978</u>
	<u>300 Public Safety</u>	
301	Sheriff	6,202,684
	Secondary Road Patrol	224,802
320	Criminal Justice Training Grant	8,000
325	Communications/Radio	1,174,842
331	Marine Law Enforcement	317,777
334	Dive Team	25,179
351	Corrections/Jail	9,248,619
	Inmate Billing	114,672
362	Other Correctional Activities	99,000
	Probation Resident Services	676,163
372	Jail Population Monitor	20,000
	Substance Abuse Treatment Grant	100,000
426	Emergency Preparedness	372,643
	Annual Breakfast	8,000
428	Hazardous Materials Handling	36,582
430	Animal Shelter	367,113
		<u>18,996,076</u>
	<u>440 Public Works</u>	
445	Drains - Public Benefit	<u>150,000</u>
	<u>600 Health and Welfare</u>	
648	Medical Examiner	268,246
649	Mental Health	955,672
661	Public Guardian	256,862
681	Veteran's Burial	21,300
682	Veteran's Counselor	211,548
689	Soldiers and Sailors Relief	1,350
	Veteran's Lapeer Contract	35,000
		<u>1,749,978</u>

DEPT. #	DEPARTMENT	2007 PROPOSED
<u>850 Other Functions</u>		
890	Contingencies	<u>71,395</u>
	Total Expenditures	<u><u>58,236,903</u></u>

RESOLUTION 06-32

**WAIVING INVESTMENT INTEREST EARNED ON TAXES
COLLECTED BY LOCAL UNITS**

WHEREAS, the General Property Tax Act of Michigan, being No. 206 of P.A. of 1893, as amended, provides that townships and city treasurers charged with the responsibility of collecting taxes, shall account for and deliver to the County Treasurers, and the School District Treasurers, taxes collected within 10 business days after the first and fifteenth day of each month; and

WHEREAS, Public Act No. 169 of 1988, addressed the subject of investment interest earned on tax collections, providing that an agreement can be made between a collecting unit and a taxing unit regarding investment interest earned; and

WHEREAS, to divide and distribute investment interest owed to the County of St. Clair by the local tax collecting units would impose a severe administrative burden on the local collecting units; and


WHEREAS, in the opinion of this Board of Commissioners, the accounting costs incidental to the distribution of investment interest would likely surpass the amount of investment interest; and

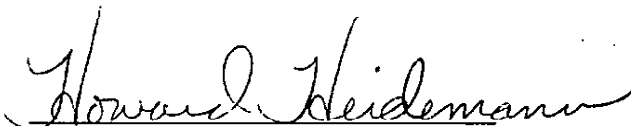
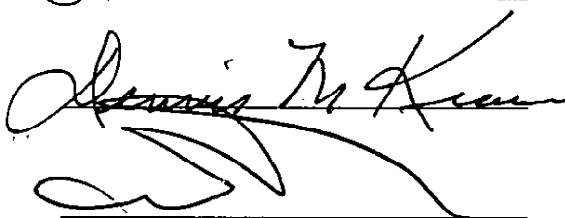
WHEREAS, this Board is not required to, but may, in its discretion, waive receipt of investment interest amounts attributed to collecting taxes for the year 2006.

NOW, THEREFORE, BE IT RESOLVED, that the payment of any investment interest which may be due and owing to the County from any local tax collecting unit for the 2006 Tax collections, is hereby waived.

DATED: November 15, 2006

Reviewed and Approved As To Form By:


Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

Resolution 06-31

At a regular meeting of the Board of Commissioners of the County of St. Clair held in the City of Port Huron, Michigan, on October 18, 2006.

PRESENT: Commissioners Jeff Bohm, Wally Evans, Howard Heidemann, Denny Kearns, Terry London, Pamela Wall and Chairperson Pat Anger

ABSENT: None

The following resolution was offered by Commissioner Wall and seconded by Commissioner Heidemann:

RESOLUTION RE: South Branch of Mill Creek Intercounty Drain Bonds, Series 2006

WHEREAS, proceedings have been taken by the Drainage Board for the South Branch of Mill Creek Intercounty Drain for improvements to the South Branch of Mill Creek Intercounty Drain (the "Project") under the provisions of Chapter 8 of the Drain Code of 1956, as amended, pursuant to petitions filed with the Lapeer County Drain Commissioner and the St. Clair County Drain Commissioner; and

WHEREAS, in order to pay for part of the costs of the Project, the Drainage Board has authorized and provided for the issuance by the South Branch of Mill Creek Intercounty Drainage District (the "Drainage District") of bonds designated "South Branch of Mill Creek Intercounty Drain Bonds, Series 2006" (the "Bonds") in the aggregate principal amount of not to exceed \$3,390,000 and bearing interest at a rate not to exceed 6% per annum, in anticipation of the collection of an equal amount of special assessments against property and public corporations (including the County of St. Clair) in the Counties of Lapeer and St. Clair in the Drainage District, said special assessments having been duly confirmed as provided in the Drain Code; and

WHEREAS, \$1,378,526.52 of the cost of the Project to be financed by the Bonds has been apportioned by the Drainage Board to Lapeer County and \$2,011,473.48 of the cost of the Project to be financed by the Bonds has been apportioned by the Drainage Board to St. Clair County; and

WHEREAS, the Drainage Board deems it advisable and necessary to obtain from this Board a resolution consenting to the pledge of the full faith and credit of the County of St. Clair on the Bonds to the extent of special assessments assessed against property and public corporations in the County; and

WHEREAS, the Project is necessary to protect and preserve the public health and it is in the best interest of the County of St. Clair that the Bonds be sold.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR:

1. Pursuant to the authorization provided in Section 132 and 276 of the Drain Code of 1956, as amended, the St. Clair County Board of Commissioners, by a majority vote of its members elect, does hereby irrevocably pledge the full faith and credit of the County of St. Clair for the prompt payment of the principal of and interest on the Bonds to the extent of special assessments against property and public corporations in the County, and does agree that in the event that property owners or public corporations in the County shall fail or neglect to account to the County Treasurer of the County of St. Clair for the amount of any such special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be immediately advanced from County funds, and the County Treasurer is directed to immediately make such advancement to the extent necessary.

2. In the event that, pursuant to said pledge of full faith and credit, the County of St. Clair advances out of County funds, all or any part of the principal of and interest due on the Bonds, it shall be the duty of the County Treasurer, for and on behalf of the County of St. Clair, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. The issuance and sale of the Bonds is subject to permission being granted therefor by the Department of Treasury of the State of Michigan pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and the County Treasurer is hereby authorized and directed, if necessary, to file with the Department of Treasury an application for approval of the Bonds.

4. The County Treasurer is hereby authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

5. All resolutions and part of resolutions, insofar as the same may be in conflict with the provisions of this resolution, be and the same hereby are rescinded.

ADOPTED: Yeas: Commissioner Bohm, Evans, Heidemann, Kearns, London, Wall and Anger

Nays: None

STATE OF MICHIGAN)
) SS
COUNTY OF ST. CLAIR)

I, the undersigned, the duly qualified and acting County Clerk of the County of St. Clair, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by a majority vote of the members elect at a regular meeting of the St. Clair County Board of Commissioners, held on October 18, 2006, the original of which is on file in my office.

I further certify that notice of the meeting was given pursuant to and in compliance with the *Open Meetings Act*.

County Clerk

BLOOMFIELD 90183-4 790137v1

**COMPUTATION OF COST
FOR
SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAINAGE DISTRICT
COUNTIES OF LAPEER AND ST. CLAIR, STATE OF MICHIGAN
SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAIN BONDS, SERIES 2006**

		Total Project Cost	St. Clair County 61.00%	Lapeer County 39.00%
(1) Cost of Engineering Design Services:				
Hubbel Roth & Clark	\$701,736.11			
Jeff Tuller	4,680.00			
Merritt Engineering	3,161.00			
NHC	203,196.49			
Williams - Osminski	92,000.00	\$1,004,773.60	\$612,911.90	\$391,861.70
(2) Compensation to be Paid Board of Determination		0.00	0.00	0.00
(3) Public Hearing to Determine Necessity		0.00	0.00	0.00
(4) Board of Review (Legal & Expert Witness Costs - Estimated)		30,000.00	18,300.00	11,700.00
(5) Salvagable costs pursuant to settlement agreement		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
(6) Contracts for Construction				
B & V Construction		1,164,920.00	710,601.20	454,318.80
(7) Cost of Appeal		0.00	0.00	0.00
(8)				
(9) Probate Fees		0.00	0.00	0.00
(10)				
(11) First Years Interest on Bonds (4.50%)		152,550.00	93,055.50	59,494.50
(12) Staking and Inspection & Contract Administration				
Hubbel Roth & Clark	\$291,230.00			
Jeff Tuller	1,600.00			
Ed Zapel	11,875.00	304,705.00	185,870.05	118,834.95
(13) Supervision Force Account		0.00	0.00	0.00
(14) Maintenance, inspections, conference calls				
Lapeer County Only		9,095.00	0.00	9,095.00
St. Clair County Only		12,260.42	12,260.42	0.00
Both Lapeer and St. Clair Counties		42,279.23	25,790.33	16,488.90
(15) Blueprints		0.00	0.00	0.00
(16) Litigation & Legal Costs including Easements and Right-of-Ways				
Vertalka & Vertalka	\$10,500.00			
Win Cooper	2,700.00			
Debon Title	810.00			
Hubbard Fox	60,000.00			
Dickinson Wright - Nemcek Litigation	20,954.07	94,964.07	57,928.08	37,035.99
(17) Administrative, postage & publishing costs				
Lapeer County	\$3,382.51			
St. Clair County	9,214.61	12,597.12	7,684.24	4,912.88
(18) Updating Drain Rolls and District in St Clair County		4,600.00	4,600.00	0.00
(19) Interest Paid on Interim Financing				
Prior Notes		100,350.00	61,213.50	39,136.50
Series 2002 Notes - Lapeer County Only Interest to 12/01/2006		32,502.47	0.00	32,502.47
(20) Soil Borings and Log Reports		0.00	0.00	0.00
(21) Bond Attorney Fees				
Dickinson Wright - 1999 B Notes		\$7,783.00	4,747.63	3,035.37
Dickinson Wright - 2002 Notes		1,400.00	0.00	1,400.00
Dickinson Wright - 2006 Bonds		27,000.00	16,470.00	10,530.00
(22) Financial Advisors Fees				
Bendzinski & Co - 1999B Notes		\$5,321.00	3,245.81	2,075.19
Bendzinski & Co - 2002 Notes		750.00	0.00	750.00
Bendzinski & Co - 2006 Bonds		17,500.00	10,675.00	6,825.00
(23) Repayment of outstanding note		0.00	0.00	0.00
Bond Ratings		12,000.00	7,320.00	4,680.00
MFD Fees		1,000.00	610.00	390.00
MAC Fees		200.00	122.00	78.00
Notice of Sale Publishing		1,500.00	915.00	585.00
Gross sum of Expenses		\$3,040,050.91	\$1,834,320.66	\$1,205,730.25
Less: Funds on hand		0.00	0.00	0.00
Add: Contingent Expenses	14.99%	455,838.20	278,061.30	177,776.90
Total To Be Assessed		\$3,495,889.11	\$2,112,381.96	\$1,383,507.15
Less: MDOT Prepayment Lapeer County Costs Only (.36%)	0.0036	(4,980.63)	0.00	(4,980.63)
St Clair County @ Large Assessment Prepayment (4.777%)	0.04777	(100,908.49)	(\$100,908.49)	\$0.00
Amount of Bond Issue		\$3,390,000.00	\$2,011,473.48	\$1,378,526.52
Repayment of St Clair County payment of share of 1999B Note from bond proceeds after deducting County @ large share	\$384,000.00	(\$283,091.51)	(\$283,091.51)	\$0.00

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\$3,390,000
SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAINAGE DISTRICT
COUNTIES OF LAPEER AND ST. CLAIR, STATE OF MICHIGAN
SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAIN BONDS, SERIES 2006

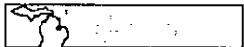
SCHEDULE OF CONFIRMED ASSESSMENTS

Special Assessment District	Date Roll Confirmed	Due Date of Installments	Amount of Confirmed Roll	Pre-paid Installments	Balance Due on Roll	Amount Pledged for Bonds
Lapeer County	10/12/2006	12/01/2007	\$1,378,526.52	\$0.00	\$1,378,526.52	\$1,378,526.52
ST. Clair County	10/12/2006	12/01/2007	2,011,473.48	0.00	2,011,473.48	2,011,473.48
			<u>\$3,390,000.00</u>	<u>\$0.00</u>	<u>\$3,390,000.00</u>	<u>\$3,390,000.00</u>

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607 Shelby, Suite 600
 Detroit, Michigan 48226-3282
 PHONE: (313) 961-8222 FAX: (313) 961-8220

The information contained herein was derived from sources generally recognized as reliable and does not make any representations as to correctness or completeness and has in no way been altered except to the extent that some information may be summarized, and is in no way intended to be a solicitation for orders.

Bendzinski & Co.**municipal finance advisors****\$3,390,000**

**SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAINAGE DISTRICT
COUNTIES OF LAPEER AND ST. CLAIR, STATE OF MICHIGAN
SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAIN BONDS, SERIES 2006**

SCHEDULE OF ASSESSMENTS DUE

Year	Lapeer County		St. Clair County		Total Special Assessment Revenues
	Principal Due December 1	Interest @ 5.500%	Principal Due December 1	Interest @ 5.500%	
2007	\$137,852.65	\$75,818.96	\$201,147.35	\$110,631.04	\$525,450.00
2008	137,852.65	68,237.06	201,147.35	99,567.94	506,805.00
2009	137,852.65	60,655.17	201,147.35	88,504.83	488,160.00
2010	137,852.65	53,073.27	201,147.35	77,441.73	469,515.00
2011	137,852.65	45,491.38	201,147.35	66,378.62	450,870.00
2012	137,852.65	37,909.48	201,147.35	55,315.52	432,225.00
2013	137,852.65	30,327.58	201,147.35	44,252.42	413,580.00
2014	137,852.65	22,745.69	201,147.35	33,189.31	394,935.00
2015	137,852.65	15,163.79	201,147.35	22,126.21	376,290.00
2016	137,852.65	7,581.90	201,147.35	11,063.10	357,645.00
	<u>\$1,378,526.52</u>	<u>\$417,004.27</u>	<u>\$2,011,473.48</u>	<u>\$608,470.73</u>	<u>\$4,415,475.00</u>

First Installment Due 12/01/2007
Interest on First Installment from 12/01/2006
Number of Days 360 *
Interest Rate on unpaid installments 5.50%

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\$3,390,000
SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAINAGE DISTRICT
COUNTIES OF LAPEER AND ST. CLAIR, STATE OF MICHIGAN
SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAIN BONDS, SERIES 2006

SCHEDULE OF REVENUES, DEBT SERVICE REQUIREMENTS AND COVERAGE

Year	Principal Due June 1	Interest Rate	Interest Due June 1	Interest Due December 1	Balance	Revenues Due 01-Dec	Balance
2007	\$0.00	0.000%	\$76,275.00	\$76,275.00	\$0.00	\$525,450.00	\$525,450.00
2008	325,000.00	4.500%	76,275.00	88,962.50	55,212.50	506,805.00	562,017.50
2009	325,000.00	4.500%	68,962.50	61,650.00	106,405.00	488,160.00	594,565.00
2010	325,000.00	4.500%	61,650.00	54,337.50	153,577.50	469,515.00	623,092.50
2011	325,000.00	4.500%	54,337.50	47,025.00	196,730.00	450,870.00	647,600.00
2012	340,000.00	4.500%	47,025.00	39,375.00	221,200.00	432,225.00	653,425.00
2013	350,000.00	4.500%	39,375.00	31,500.00	232,550.00	413,580.00	646,130.00
2014	350,000.00	4.500%	31,500.00	23,625.00	241,005.00	394,935.00	635,940.00
2015	350,000.00	4.500%	23,625.00	15,750.00	246,565.00	376,290.00	622,855.00
2016	350,000.00	4.500%	15,750.00	7,875.00	249,230.00	357,645.00	606,875.00
2017	350,000.00	4.500%	7,875.00	0.00	249,000.00	0	249,000.00
	<u>\$3,390,000.00</u>		<u>\$502,650.00</u>	<u>\$426,375.00</u>		<u>\$4,415,475.00</u>	

ASSUMPTIONS

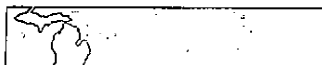
Number of Installments	10	Bonds Dated	12/01/2006
Date Roll Confirmed	10/12/2006	First Principal Due	06/01/2008
Assessments due	12/01/2007	First Interest Payment date	06/01/2007
Interest on Roll from	12/01/2006	Number of Days	180
Number of days	360	Subsequent Interest payment date	12/01/2007
Interest on Roll	5.5000%	Number of days	180
		Interest Rate on Bonds	4.5000%
		Capitalized Interest	\$152,550.00

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607 Shelby, Suite 600
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PHONE: (313) 961-8222 FAX: (313) 961-8220

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Bendzinski & Co.



municipal finance advisors

September 28, 2006

Mr. Terence M. Donnelly
Dickinson Wright PLLC
38525 N. Woodward Avenue, Suite 2000
Bloomfield Hills, Michigan 48304

RE: \$3,390,000 South Branch of Mill Creek Intercounty Drainage District, Counties of Lapeer and St. Clair, State of Michigan, South Branch of Mill Creek Intercounty Drain Bonds, Series 2006

Dear Terry:

We are enclosing the following, on the above referenced issue:

1. Computation of Cost; and,
2. Schedule of Confirmed Assessments; and,
3. Schedule of Assessments Due; and,
4. Schedule of Revenues, Debt Service Requirements, and Coverage; and,
5. Bond specifications.

We are requesting that you begin preparing the necessary resolutions, documents, etc. and forward them to the Drainage District so that they may adopt the same at their October 13, 2006 meeting.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors

Robert C. Bendzinski

rcb

Enclosures

cc: karl hausler w/enclosures via e mail
john cosens w/enclosures via e mail
fred fuller w/enclosures via e mail

S:\Clients\County\Lapeer\South Branch of Mill Creek Drain Series 2006\bondspecs

607 Shelby • Suite 600 • Detroit, Michigan 48226-3206
(313) 961-8222 • FAX (313) 961-8220
e-mail • rcb@bendzinski.com

Bendzinski & Co.**municipal finance advisors****\$3,390,000**

**SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAINAGE DISTRICT
COUNTIES OF LAPEER AND ST. CLAIR, STATE OF MICHIGAN
SOUTH BRANCH OF MILL CREEK INTERCOUNTY DRAIN BONDS
SERIES 2006**

Dated:	December 1, 2006	Maximum Interest Rate:	6% 2% Spread
Principal Due:	June 1, Serially	Maximum Discount Permitted:	1.00%
Denomination:	\$5,000 or any integral multiple thereof up to the amount of a single maturity	Multiples:	1/8 or 1/20 of 1%
Registration:	Book-Entry-Only	Qualified Tax Exempt Obligations:	NO

MATURITIES

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2008	\$325,000	2011	\$325,000	2014	\$350,000	2017	\$350,000
2009	325,000	2012	340,000	2015	350,000		
2010	325,000	2013	350,000	2016	350,000		

BOND REGISTRAR AND PAYING AGENT: Principal (June 1) shall be payable at La Salle National Bank - Corporate and Institutional Trust, Troy, Michigan, or such other bond registrar and paying agent as the Drainage District may hereafter designate. Interest (June 1 and December 1) shall be paid by check mailed to the owner as shown by the registration books of the Drainage District 15 days prior to any interest payment date. The Bonds will be transferable only upon the registration books of the Drainage District kept by the bond registrar. The first interest payment will be due on May 1, 2007.

OPTIONAL BONDS: Bonds of this issue shall not be subject to redemption prior to maturity.

PURPOSE: The Bonds are being issued for the purpose of defraying part of the cost of constructing improvements to the South Branch of Mill Creek Intercounty Drain.

LEGALITY: The unqualified approving opinion of Dickinson Wright PLLC, attorneys of Bloomfield Hills, Michigan, will be furnished without expense to the original purchaser of the Bonds. A copy of the opinion will be printed on the reverse side of each Bond.

Bendzinski & Co



municipal finance advisors

GOOD FAITH: Please provide that a certified or cashier's check or a Financial Surety Bond payable to the order of the Treasurer, in the amount of 1% of the par value of the Bonds, must be submitted with each bid. Please incorporate in the text of the Good Faith section of the Official Notice of Sale that good faith checks will be promptly returned to each bidder's representative or by overnight courier service.

QUALIFIED TAX-EXEMPT OBLIGATIONS: Please provide that the Drainage District will **NOT** designate the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Tax Reform Act of 1986. **[Terry call me on this]**

PRINTING AND DELIVERY: The Drainage District will furnish Bonds for delivery in Detroit, Michigan, or any other place mutually agreeable. Delivery of the Bonds shall be within 45 days from the date of sale of the Bonds.

PUBLICATION OF THE NOTICE OF SALE: Please provide in the bond resolution that the Notice of Sale will be published in The Bond Buyer.

OFFICIAL STATEMENTS: Please provide in the Official Notice of Sale that Bendzinski & Co., Municipal Finance Advisors, will provide the winning bidder with 100 final Official Statements within 7 business days from the date of sale to permit the underwriter to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Bendzinski & Co. upon request and agreement by the underwriter to pay the cost of additional copies. Request for additional copies should be made to Bendzinski & Co. within 24 hours of the date of sale.

CONTINUING DISCLOSURE: Please provide in the Bond Resolution that the Drainage District will enter into an Undertaking Agreement with the winning bidder in order to comply with Securities and Exchange Commission Rule 15c2-12 paragraph (b)(5) regarding continuous disclosure.

BIDDING: Bids for the bonds will **ONLY** be accepted at the offices of Bendzinski & Co., Municipal Finance Advisors, 607 Shelby, Suite 600, Detroit, Michigan 48226-3282. **[Terry call me on this]**

ELECTRONIC BIDDING: Please provide in the Notice of Sale that the bids will be accepted electronically by way of Parity.

Please incorporate in the text of the Official Notice of Sale that further information relative to the Bond issue may be obtained from Bendzinski & Co., Municipal Finance Advisors, 607 Shelby, Suite 600, Detroit, Michigan 48226-3282. Telephone: (313) 961-8222. FAX: (313) 961-8220.

9/28/2006

S:\Clients\County\Lapeer\South Branch of Mill Creek Drain Series 2006\bondspecs

Resolution 06-30

APPORTIONING TAXES FOR 2006

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at its annual session in October of each year, to determine the amount of money to be raised for County purposes, and to apportion such amount; and

WHEREAS, it is further their duty to apportion the amount of state tax and indebtedness of the County to the State among the several townships and other taxing bodies of the County in proportion to the valuation of the taxable property therein, real and personal, as determined by it, which determination and apportionment shall be entered at large on its record; and

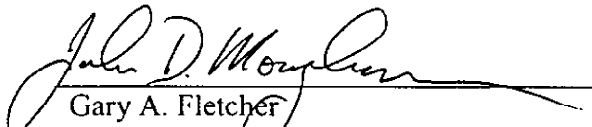
WHEREAS, the Board of Commissioners, by law, is required to direct that the several amounts of money proposed to be raised, as provided by statute, shall be spread upon the assessment rolls of the townships and cities.

NOW THEREFORE BE IT RESOLVED:

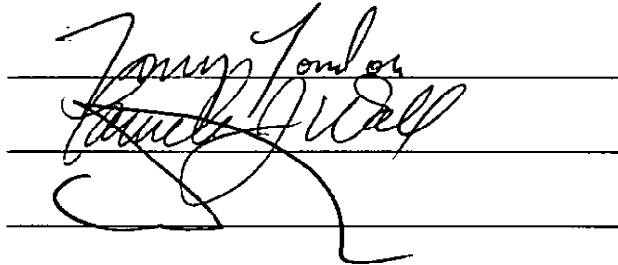
1. That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 2006.
2. That the apportionment and millage of taxes are to be spread in accordance with the statute in such case made and provided, as evidenced by the St. Clair County Tax Report for the year 2006.
3. That the St. Clair County Tax Report is marked Exhibit "A", attached hereto, and made a part of hereof by reference.
4. All resolutions and parts of resolutions in conflict with this resolution are to the extent of the conflict, hereby rescinded.

DATED: October 18, 2006

Reviewed and Approves as to Form by:


Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

ST. CLAIR COUNTY
BOARD OF COMMISSIONERS



A G R E E M E N T

Between The

THE ST. CLAIR COUNTY PROSECUTING ATTORNEY

THE ST. CLAIR COUNTY BOARD OF COMMISSIONER

AND

PROSECUTING ATTORNEY CLERICAL EMPLOYEES

A.F.S.C.M.E. LOCAL 1089

July 1, 2005

THROUGH

JUNE 30, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
	AGREEMENT	2
	PURPOSE AND INTENT	2
1	RECOGNITION	2
2	UNION SECURITY	2
3	UNION DUES AND SERVICE FEE DEDUCTION	3
4	UNION REPRESENTATION	4
5	MANAGEMENT RIGHTS	5
6	GRIEVANCE PROCEDURE	6
7	LAYOFF AND RECALL	9
8	RATES FOR NEW JOBS	10
9	VETERANS	10
10	LEAVES OF ABSENCE	11
11	WORKING HOURS AND OVERTIME	12
12	SENIORITY	14
13	LOSS OF SENIORITY	16
14	SICK DAYS	17
15	FUNERAL LEAVE	20
16	JURY DUTY	21
17	INJURY LEAVE (WORKER'S COMPENSATION)	21
18	VACATIONS	22
19	HOLIDAYS	24
20	HEALTH INSURANCE	25
21	LIFE INSURANCE	28
22	ACT OF GOD	29
23	SERVICE RECOGNITION	29
24	MILEAGE ALLOWANCE	30
25	RETIREMENT BENEFIT	30
26	EQUIPMENT, TOOLS AND SUPPLIES	36
27	UNION BULLETIN BOARDS	36
28	SAFE WORKING ENVIRONMENT	36
29	WITHHOLDING OF PROFESSIONAL SERVICES	37
30	DISCRIMINATION AND HARASSMENT	38
31	WAGE SCHEDULE	39
32	TERMINATION OF AGREEMENT	40

AGREEMENT

This Agreement on behalf of Legal Stenographers employed in the office of the St. Clair County Prosecuting Attorney entered into by the St. Clair County Public Service Employees, Local 1089, AFSCME, AFL-CIO (hereafter referred to as the "Union"), and the St. Clair County Prosecuting Attorney (hereafter referred to as the "Prosecutor") and the Board of Commissioners of St. Clair County (hereafter referred to as the "County"), effective October 20, 1998 for all terms and conditions as set forth herein, shall recognize the St. Clair County Prosecuting Attorney as Co-Employer with the County of St. Clair as it affects employees of the department of Prosecuting Attorney.

This Agreement shall exclusively provide, define and establish terms and conditions of employment for Legal Stenographers employed in the office of the St. Clair County Prosecuting Attorney without regard to, reference to or application of any other collective bargaining agreement between the Union and the County. The Prosecutor shall exercise exclusive authority and responsibility to collectively bargain matters of administrative policy, procedure and fringe benefits. The County shall exercise exclusive authority and responsibility to collectively bargain matters of wages, economic fringe benefits and procedures.

PURPOSE AND INTENT

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

The parties recognize that the interests of the community depends upon the Union's and the Co-Employer's success in establishing a proper service to the citizens of St. Clair County.

ARTICLE 1 RECOGNITION

SECTION 1

The Union is hereby recognized as the exclusive representative to the Co-Employer for the purpose of collective bargaining where applicable with respect to wages, rates of pay, hours of employment, and other employment conditions for all legal stenographers within the Prosecutor's Office.

ARTICLE 2 UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equivalent to union dues for the duration of this Agreement,

within thirty (30) days after the effective day of this Agreement.

SECTION 2

As a condition of continued employment, all employees who are hired, rehired, or transferred into the Bargaining Unit shall, within thirty (30) days after the effective date of this Agreement and for its duration, become members of the Union and pay dues as required by the Union, or elect not to become a member of the Union and pay to the Union a service fee equivalent to union dues.

ARTICLE 3

UNION DUES AND SERVICE FEE DEDUCTIONS

SECTION 1

CHECK OFF:

- a. The County agrees to deduct from the wages of any employee, all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for union dues or service fee deduction shall remain in full force and effect during the period of the Contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the County and the Union.
- b. The dues will be authorized, levied and certified in accordance with the constitution and by-laws of the local Union. Each employee and the Union hereby authorize the County to rely upon and to honor certification by the Secretary-Treasurer of the local Union regarding the amounts to be deducted.

SECTION 2

Remittance of Dues and Fees:

- a. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two pay periods of each month. Be it provided that the last dues or service fees deduction of any calendar year shall be adjusted the final pay of the year to reflect the amount of normal monthly union dues or service fees.
- b. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan Council #25, AFSCME, AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.
- c. The Employer shall notify the Secretary-Treasurer of the names and addresses of employees who are newly hired, rehired, transferred or

reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

- d. An employee may voluntarily contribute to the AFSCME People program by way of payroll deductions using the following dues deduction form. An employee may initiate, modify or discontinue payroll deduction no more than twice in a twelve (12) month period.

AUTHORIZATION FORM

TO: _____
Employer

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

- () An amount established by the Union as monthly dues.
() An amount equivalent to monthly Union dues, which is established as a service fee.
() A bi-weekly amount of \$ _____ designated to AFSCME People Program.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO.

BY: _____

Print Last Name		First Name	
Address	City & State	Zip	Telephone
Department		Classification	
Signature		Date	

SECTION 3

The Union shall indemnify, defend, and save the Co-Employers harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the Co-Employer for the purposes of complying with the provisions of this Article and Article 2 - Union Security. It is further agreed that no employee shall have any claim against the Co-Employer for any deductions made or not made, as the case may be, except that the Co-Employer shall be responsible to provide the Union with dues or service fees deducted from the employee's pay. In no case shall the Co-Employer responsible to pay the employee an amount equal to dues or service fees which may or may not have been deducted and paid to the Union.

ARTICLE 4 **UNION REPRESENTATION**

SECTION 1

Employees covered by this Agreement shall be represented on all matters of application of this Agreement by one (1) steward employed with the Prosecuting

Attorney and the local president.

SECTION 2

Employees subject to this Agreement shall be represented by a bargaining committee selected by the employees of the Prosecutor's Office comprised of no more than two (2) members who shall be employed in the office of the Prosecuting Attorney. The bargaining committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work. The Co-Employer will continue to provide the compensation and benefits of no more than two (2) committee members who are from the same department. The Co-Employer shall not be required to compensate the Bargaining Committee members for time spent in preparatory meetings for negotiations.

SECTION 3

The representatives of the Union shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement during regularly scheduled hours of work.

SECTION 4

The Union shall notify the Prosecutor and Human Resources Director, in writing of names of all local representatives of the Union. Members of the Unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the Co-Employer. Changes in Union representation shall be made, in writing, to the Prosecutor and Human Resources Director in prompt fashion.

SECTION 5

The representation of employees shall not unduly disrupt the operation of the Co-Employer's effective rendering of services. To facilitate this end, the employee representative and the employee(s) shall notify the Prosecutor of their need to meet and confer or to expedite Union business. The Prosecutor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the department's operation. The Co-Employer, including its supervisors, shall make every effort to accommodate the representatives of the Union in their representation of Bargaining Unit members to promote harmonious labor relations.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 1

The County of St. Clair and the St. Clair County Prosecutor, on their own behalf and on behalf of the people of the County, retains and reserves unto themselves without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Michigan, and of the United States regarding the St. Clair County Prosecuting Attorney's office.

SECTION 2

- A. The Prosecuting Attorney is the one elected official in the state of Michigan identified in law as the "chief law enforcement official of the County". The Prosecuting Attorney is directly accountable to the citizens of the County and is ultimately responsible for every discretionary decision rendered by him or any member of his staff. This Agreement recognizes the high levels of trust and confidence that are necessary to maintain a sound working relationship between the Prosecuting Attorney and the employees covered under this Agreement.
- B. The Prosecuting Attorney, on his own behalf and on the behalf of the County, hereby retains and reserves unto himself and his office, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States. These rights specifically include the right to the executive management and administrative control of the Prosecuting Attorney's office. The exercise of these powers, rights, authority, duties and responsibilities by the Prosecuting Attorney and the adoption of such rules, regulations and policies as the Prosecuting Attorney may deem necessary, may be limited only by the specific and expressed terms of this Agreement.
- C. The Prosecuting Attorney retains all rights provided by law, which include but are not limited to those listed here:
 - i. To manage and operate the office of Prosecuting Attorney and its business and to maintain order and efficiency in its operation.
 - ii. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this Agreement is subject to commencement and termination at the will of the Prosecuting Attorney.
 - iii. To promote, demote, discipline or suspend employees covered by this Agreement.
 - iv. To install, modify or change methods of operations, work schedules and work assignments.

ARTICLE 6 **GRIEVANCE PROCEDURE**

SECTION 1

A grievance is any dispute, controversy or difference between a bargaining unit member of the Union and the Co-Employer on any issue with respect to meaning, application or interpretation of any term or provision of this Agreement.

SECTION 2

A grievance shall refer to the specific provision(s) of this Agreement alleged to

have been violated.

SECTION 3

A grievance that specifically applies to salary or economic fringe benefit(s) shall be considered economic. All other matters shall be considered non-economic. An economic grievance shall be limited to the application and administration of the Co-Employer's wage plan and/or fringe benefit program. A grievance shall not be considered economic when compensation and/or fringe benefits are affected as a consequence of applying a non-economic provision of this Agreement, such as but not limited to discipline, layoff, etc.

- A. The Prosecuting Attorney shall have authority to hear and resolve all non-economic grievances including but not limited to:
 1. The right of the employee to overtime pay and/or compensatory time credit.
 2. The approval or denial of sick day, vacation day, and/or compensatory time use.
 3. The maintenance of sick day, vacation day, and/or compensatory time records
 4. The appropriateness and implementation of discipline up to and including discharge.
- B. The County shall have the authority to hear and resolve all economic grievances including but not limited to:
 1. The administration of health, life, dental and disability insurance programs.
 2. The administration of service recognition.
 3. The administration of worker's compensation.

SECTION 4

The economic grievance shall be subject to the following procedure.

- a. An economic grievance shall be referred to the Human Resources Director for resolution within fifteen (15) calendar days of occurrence to be considered timely.
- b. An economic grievance may be appealed to binding arbitration if written notice is given to the Human Resources Director within thirty (30) calendar days of the County's grievance response.
- c. The Union shall within sixty (60) calendar days following notice of intent, request arbitration through the American Arbitration Association or as otherwise mutually agreed to by the parties or the matter will be untimely. The fees and expenses of the arbitrator shall be shared equally by the County and the Union. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- d. The arbitrator shall be limited to apply and interpret those Articles and sections of this Agreement and shall have powers as hereby limited by application of Section 1 of this Article, after due investigation, to make a decision in cases of

alleged violation, misinterpretation, or misapplication of a specified Article or Section of this Agreement.

- e. A grievance relating to pay rates or changes thereto which are within the discretion of the Prosecuting Attorney shall be addressed by the procedure for non-economic grievances as stated in the following Section 5 through 7 and shall not be subject to binding arbitration.

SECTION 5

A non-economic grievance shall first be brought to the attention of the Chief Assistant Prosecuting Attorney within fifteen (15) calendar days of occurrence. The grievance shall not be in writing and shall be expressed in confidence by the aggrieved employee to the Chief Assistant Prosecuting Attorney. The employee may be accompanied by any duly designated employee representative covered by this Agreement. The employee will be given full opportunity to be heard and present any evidence or facts in support of his or her position. Every effort shall be made to affect a resolution of the grievance at this stage.

SECTION 6

A grievance which is not resolved at the first step shall then be expressed to the Prosecuting Attorney. It shall not be in writing and shall be communicated in confidence with the full opportunity to be heard and present witnesses and evidence if so desired. The grievant may have any employee representative covered by this Agreement present. The Prosecuting Attorney shall consider the recommendation of the Chief Assistant Prosecuting Attorney resultant from the first step of the grievance procedure, as well as the responses to it, if any, from the grievant. The Prosecuting Attorney shall independently determine the resolution of the grievance de novo.

SECTION 7

In the event the grievance is not resolved at the second step, the grievance shall be reduced to writing and distributed to all employees covered by this Agreement. Upon receipt of the grievance the employees shall advise of their position on the grievance and tender any comments they deem appropriate. The position statement and comments may be unsigned and directed in confidence to the Prosecuting Attorney and Chief Assistant. In recognition of the professional nature of the staff and in an effort to maintain a harmonious working relationship, full consideration will be given to the positions and comments tendered. Disposition of the grievance shall be made in the sole discretion of the Prosecuting Attorney. The disposition of the grievance and the basis for the disposition shall be communicated in writing to the employees, if requested by them.

SECTION 8

The following applies to an employee whose employment is being terminated by the Prosecuting Attorney.

1. The employee shall be entitled to voluntarily resign. The employee shall execute a waiver provided by the Prosecuting Attorney by which the employee agrees to not initiate any action against the Co-Employers for loss of employment or employment related compensation, including fringe benefits, or any form of punitive

damage. The terminating employee shall be provided with severance pay as hereby follows:

- a. An employee with two (2) or fewer years of employment in the department shall be entitled to two-thirds (2/3) of two (2) months of salary at the discharged employee's final rate of pay.
 - b. An employee with three (3) years of employment in the department shall be entitled to two-thirds (2/3) of three (3) months of salary at the discharged employee's final rate of pay.
 - c. An employee with four (4) or more years of employment in the department shall be entitled to two-thirds (2/3) of four (4) months of salary at the discharged employee's final rate of pay.
2. An employee who is not provided the option to resign, or is provided the option and chooses not to resign and is terminated, shall be entitled to pursue binding arbitration through the American Arbitration Association as provided in Section 4, paragraph c. of this Article. In the event it is determined that the discharge was inappropriate, the arbitrator shall be strictly limited to awarding severance pay in accordance with paragraph 1. above and such remedy shall be final and binding on all the parties.
3. A waiver shall not be required in the event an employee is terminated within sixty (60) days of the taking of office of a newly elected Prosecuting Attorney and severance pay shall be provided in accordance with the formula recited in paragraph 1. above.

ARTICLE 7 LAYOFF & RECALL

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Prosecuting Attorney or budget limitation as determined by the County, subject to minimum levels of service ability as determined by law.

SECTION 2

When a layoff is determined to be necessary by the Co-Employer, the Union shall be notified promptly. The affected employee shall be provided fourteen (14) calendar days notice of their scheduled layoff. A laid off employee shall be entitled to pay for each work day short of fourteen (14) calendar days. The Union may request to meet with the Co-Employer prior to implementing a layoff. The Co-Employer shall make every reasonable effort to meet with the Union during the fourteen (14) calendar day period. The Co-Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

SECTION 3

When a layoff is necessary in the bargaining unit, it shall be within the

discretion of the Prosecuting Attorney to determine which individual or individuals shall be the subject of the layoff. Seniority shall be considered as an important factor in the decision but shall not be controlling or binding on the Prosecuting Attorney.

SECTION 4

During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

SECTION 5

A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than one (1) year. In the event a position becomes available, the Prosecuting Attorney shall recall the laid off employee to work, provided the laid off employee is able to perform all the required tasks as determined exclusively by the Prosecuting Attorney. In the event the employee is unable to perform all the tasks, the employee shall be eligible for severance pay as outlined in Article 6 – Grievance Procedure, Section 8. In the event an individual is recalled from layoff, his or her benefits shall be reinstated consistent with their rights of seniority prior to their layoff.

ARTICLE 8 **RATES FOR NEW JOBS**

SECTION 1

The Prosecuting Attorney and/or the County shall notify the Union of a newly proposed classification and rate structure not less than thirty (30) calendar days prior to the time the classification becomes effective.

SECTION 2

The Union shall, no less than ten (10) calendar days prior to implementation, request a meeting to collectively bargain or discuss the rate structure, which meeting shall be held or the matter shall be considered resolved.

SECTION 3

The Prosecuting Attorney and/or County shall not make an appointment to the proposed classification for a period of thirty (30) calendar days from the date of the Union's request.

ARTICLE 9 **VETERANS**

SECTION 1

The re-employment rights of employees will be in accordance with all

applicable laws and regulations.

SECTION 2

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve Pay and their regular pay when they are on full time active duty in the Reserve or National Guard; provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

ARTICLE 10 **LEAVES OF ABSENCE**

SECTION 1

Leaves of absence for reasonable periods, not to exceed one (1) year may be granted within the discretion of the Prosecuting Attorney for the following purposes:

- A. Illness leave (physical or mental); and
- B. Prolonged illness of spouse or child.

All leaves shall be granted for a period of not more than one (1) year, consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Co-Employer may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Co-Employer, provided the charges of the physician are paid by the County.

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act and this provision and the policy of the Co-Employer.

SECTION 3

Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted within the discretion of the Prosecuting Attorney for educational purposes consistent with meeting the operating needs of the Department.

SECTION 4

All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Co-Employer. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Co-Employer and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Co-Employer may waive the right, but such waiver shall not form the basis for submitting a grievance when such

waiver is not granted.

SECTION 5

In no case shall an employee be granted a leave of absence greater than their accrued seniority.

SECTION 6

An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician that the employee has recovered and is able to return to normal work duties.

SECTION 7

Request for an extension of a leave of absence shall be submitted in writing to the Prosecuting Attorney no less than five (5) working days prior to the expiration date of the leave.

SECTION 8

While on a leave of absence without pay, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit.

- a. An employee receiving compensation during a short term disability shall be considered to be on a paid leave of absence.
- b. An employee on long term disability receiving no compensation or compensation from a disability insurance carrier shall be considered to be on an unpaid leave of absence.

SECTION 9

Failure to report to work on the first scheduled work day after the expiration of a leave of absence may result in an immediate discharge.

SECTION 10

Leaves of absence with pay for short term educational training which, in the judgment of the Prosecuting Attorney, would benefit the County may be authorized by the Prosecuting Attorney.

ARTICLE 11 **WORKING HOURS AND OVERTIME**

SECTION 1

The work day shall consist of seven and one-half (7 1/2) hours and the work week shall consist of thirty-seven and one-half (37 1/2) hours.

SECTION 2

The working hours will generally, but not strictly, coincide with the hours of other County employees.

SECTION 3

Employees covered by this Agreement shall be available as needed and determined as necessary by the Prosecuting Attorney in the administration of his office, the purposes of which will include, without limitation, such things as search and arrest warrant preparations and weekend arraignments.

SECTION 4

Employees shall be compensated one and one-half (1 1/2) their base hourly wage for:

- a. All work performed by employees in excess of their normally scheduled hours in a day
- b. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week.
- c. Early reporting time: Any full time employee called to work before the start of their regular work day shall receive one and one-half (1 1/2) times their regular pay for the hours worked prior to their normal start only.
- d. Call back time: Any full time employee called back to work after the end of their regular work day shall receive one and one-half (1 1/2) times their regular pay for the hours worked after the end of their normal work day. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay or compensatory time at the employee's discretion at the rate of one and one-half (1 1/2) times their regular pay.
- e. The provisions of subparagraph a, b, c and d shall be applied individually to each situation and not collectively. The employee shall not have overtime compounded by these subparagraphs by applying the provisions together in the same instance.

SECTION 5

Employees shall be compensated at twice their base hourly wage for:

- a. All work performed on the seventh (7th) consecutive work day.
- b. All work performed on a holiday.

SECTION 6

The Prosecutor may compensate the employee that works overtime with compensatory time. Compensatory time shall be scheduled at the mutual convenience of the employee and the Prosecutor. Compensatory time shall not accrue beyond twenty-two and one half (22.5) total hours. All overtime hours beyond

twenty-two and one half (22.5) hours shall be compensated in the form of pay. The employee shall not be allowed to carry more than twenty-two and one half (22 1/2) hours of compensatory time in a calendar year. A maximum of seven and one half (7 1/2) hours of compensatory time may be carried from one calendar year to the next calendar year. Compensatory time accrued but unused or not carried forward shall be paid to the employee at their current rate of pay the final pay period of November of each calendar year.

SECTION 7

The Prosecuting Attorney may require employees to be "on call" on weekends and holidays.

- a. The Prosecuting Attorney shall endeavor to equalize the number of days employees are "on call" throughout the calendar year.
- b. Employees may voluntarily trade or give scheduled "on call" duty when approved in advance by the Prosecuting Attorney or designee.
- c. An employee "on call" shall be provided with two (2) hours of compensatory time for each weekend day and four (4) hours for each holiday of "on call" duty.
- d. In the event the employee is actually called in to work, the employee shall be paid overtime in accordance with section 4.d. and section 4.b. or 5 as applicable and shall be entitled to compensatory time as provided in the preceding subsection c.

SECTION 8

The employee actually called into work shall also be entitled to mileage compensation as provided in Article 24 - Mileage Reimbursement.

ARTICLE 12 **SENIORITY**

SECTION 1

Full time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 2

Part time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 3

The seniority of full time and part time employees shall be maintained separately and distinctly.

SECTION 4

In the event a full time employee becomes part time, they shall have seniority from their date of hire with the County, and be entitled to the fringe benefits normally due a part time employee.

SECTION 5

A part time employee hired prior to January 1, 1983 who becomes full time shall be entitled to fringe benefits as follows:

- a. The employee shall be placed on the full time employee seniority roster from their date of hire.
- b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.
- c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to affect such coverage.
- d. The employee shall be subject to the provisions of the retirement plan from their date of full time hire.
- e. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment as defined in Article 23 - Service Recognition.

SECTION 6

A part time employee hired on or after January 1, 1983 who becomes full time shall be entitled to fringe benefits as follows:

- a. The employee shall have their seniority prorated. The proration shall represent the number of hours worked to the number of normal full time hours.
- b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their prorated seniority.
- c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to affect such coverage.
- d. The employee shall be subject to the provisions of the retirement plan from their date of full time hire.
- e. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment as defined in Article 23, Service Recognition provided that they become full time employees prior to July 1, 1996.

SECTION 7

Prorated seniority shall be calculated in the following manner.

- a. The total number of worked by a part time employee shall be divided by nineteen hundred and fifty (1950) annual full time hours contingent upon the operation of the department to establish years of full time service.
- b. The remaining hours shall be divided by seven-point-five (7.5) hours in a work day to establish the number of work days.
- c. The work days shall be divided by twenty-one-point-sixty-seven (21.67) the average number of work days in a month.
- d. The remaining workdays shall be multiplied by one-point-four (1.4) to establish calendar days.
- e. The number of years, months and calendar days shall be subtracted from the employee's date of full hire to establish his or her full time seniority date.

ARTICLE 13
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

- a. Resigns or quits.
- b. Is discharged and the discharge is not reversed by the Prosecutor.
- c. The employee does not return to work when recalled from layoff as set forth in the recall provisions of this Agreement.
- d. Retires.
- e. Fails to return to work at the end of an approved leave, unless authorized or excused in writing.
- f. Is absent without approval for three (3) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.
- g. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than one (1) year.

ARTICLE 14

SICK DAYS

SECTION 1

Employees shall accumulate sick days to be used in the event of illness or as otherwise provided herein.

SECTION 2

Full time employees shall accrue one (1) sick day per month.

SECTION 3

Any part time employee of the County, hired prior to January 1, 1986 who is regularly scheduled to work twenty (20) or more hours a week shall receive half (1/2) a sick day a month. A sick day shall be equal to the number of hours scheduled to work within a given twenty-four (24) hour period. Half a sick day is equal to half the number of hours scheduled to work within a given twenty-four (24) hour period.

SECTION 4

Each employee shall be eligible to accrue sick days to a maximum of forty (40) days.

SECTION 5

All full time employees shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, continuation of fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed on the reduced salary.

SECTION 6

The County shall provide the disabled employee compensation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability at a rate of two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation through an insurance plan for the duration of the illness or injury not to exceed a maximum period of five (5) years subject to the administrative terms and conditions established by the insurance carrier. Verification of a continuing medical disability may be required by the County and/or the insurance carrier in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

SECTION 7

The disabled employee shall not be ineligible for salary continuation for refusal

to accept an offer of work in a classification other than the classification held at the time of disability.

SECTION 8

Commencing the one hundred and eighty-first (181st) calendar day, salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. However, the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

- A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.
- B. The County shall require prepayment of all premium costs.

SECTION 9

The employee shall be entitled to select either of the following options to the core salary continuation (disability) plan:

- A. CORE OPTION
 - * 66 2/3% of base salary
 - * 5 years from date of disability
 - * \$4,000 monthly maximum
- B. OPTION I
 - * 70% of base salary
 - * Benefit to age 65
 - * \$6,000 monthly maximum

The employee electing Option I shall pay by bi-weekly payroll deduction, the difference in premium between the Core Option and Option I at the County's group rate.

SECTION 10

Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. However, the employee shall have sole responsibility to accept or reject a redemptive offer.

SECTION 11

An employee receiving salary continuation shall be eligible to supplement disability compensation with accrued vacation or sick days on a ratio of one (1) vacation day or sick day for each three (3) days of absence in order to remain at full gross salary.

SECTION 12

An employee shall be eligible to use sick days after completion of six (6) months of service.

SECTION 13

An employee shall not be paid more sick days than have been accrued.

SECTION 14

An employee on an approved leave of absence shall be subject to all the provisions of Article 10, Leaves of Absence, as it may apply.

SECTION 15

The Co-Employer may require the employee to provide a physician's statement in order to use sick days for a seriously or critically ill spouse, child or parent. The employee may not use more than ten (10) sick days per occurrence.

SECTION 16

Sick days may be taken in place of normally scheduled work days, excluding holidays.

SECTION 17

Sick days shall not accrue on a leave of absence without pay.

SECTION 18

Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 19

Upon termination for any reason, other than gross misconduct, each employee with twelve (12) or more months of employment shall be entitled to receive compensation for accrued sick days on a maximum accrual of thirty (30) days as follows:

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 or more	50%

SECTION 20

In the event of an employee's death, payment of accrued sick days according to the preceding schedule shall be paid to the employee's beneficiary or estate.

SECTION 21

Each employee shall give the Prosecutor two (2) weeks written notice of termination, or the employee shall forfeit one (1) day of retrievable sick days for each work day short of the required two (2) weeks notice of a voluntary quit.

SECTION 22

A sick day used for any purpose other than provided for by this Agreement shall be considered a misuse and an abuse. The Co-Employer will counsel employees who exhibit questionable attendance and advise the employee that any future questionable attendance will require the employee to provide proof that the sick day is being used for a purpose provided by this Agreement. An employee who fails to provide proof shall be denied the sick day pay requested.

ARTICLE 15 **FUNERAL LEAVE**

SECTION 1

Members of the Bargaining Unit shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

Up to five (5) working days with pay for:

Spouse, Child, Step Child, Mother or Father.

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for:

Brother or Sister

Up to three (3) working days with pay to be deducted from sick days for:

Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) workday with pay to be deducted from sick days for:

Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

ARTICLE 16
JURY DUTY

SECTION 1

An employee who is called to perform jury duty shall inform the Prosecutor immediately.

SECTION 2

Employees on jury duty shall be paid their regular pay for performing jury duty during their regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary. When jury duty hours are served prior to and/or extend into an employees regularly scheduled work hours and the jury duty time is more than four (4) hours, the employee will not be expected to work his or her regular scheduled work hours. If such jury duty time served is less than four (4) hours, the employee shall be expected to report to work and complete the number of hours of work that when added to the jury time will constitute a full work day. For those employees that are residents of this County who are called to jury duty in a Federal Court outside of this County, two (2) hours of driving time will be recognized as jury time for the purpose of computing the above four (4) hour provision. Employees are required to work the regularly scheduled work day before and after jury duty.

SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely affect any fringe benefits.

SECTION 4

Any reimbursements (by way of example; mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation in a reasonable time and manner.

ARTICLE 17
INJURY LEAVE

(Worker's Compensation)

SECTION 1

The County Human Resources Department will inform an employee of requirements to be followed for processing a claim for benefits within one (1) business day of receiving notice from an employee of a work related illness or injury.

SECTION 2

The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury.

SECTION 3

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus federal, state, local and F.I.C.A. taxes.

SECTION 4

The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 5

When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions.

SECTION 6

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 7

The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each four (4) days of compensable absence.

ARTICLE 18
VACATIONS

SECTION 1

All full time County employees, and those part time employees hired prior to January 1, 1986 shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees</u> <u>Days</u>
1 - 2	5
3 - 4	10
5 - 9	17
10 - 14	20
15 - 19	23
20 - 24	25
25 - 29	28
30+	30

SECTION 2

The full allocation of days, according to the above schedule, shall be credited to the employee upon each anniversary of full time employment with the County.

SECTION 3

Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

SECTION 4

An employee shall be entitled to carry forward from the previous year's accrual as many days that, when added to the anniversary credit, does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time. However, in the event that an employee can document that reasonable attempts have been made to schedule vacation time off to prevent exceeding the above cap prior to their anniversary, and such requests have been denied, the employee shall be allowed to carry over the amount of days that are over the cap but shall be required to use said days within a specific period of time as determined by the Department Head. Such days not used shall be forfeited.

SECTION 5

Vacation days must have the prior approval of the Prosecutor to be used. Approval shall be contingent upon meeting the operational needs of the department but approval shall not be unreasonably withheld. All vacation requests shall be made in writing and authorization or denial shall be in writing. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous. Simultaneous shall mean requests submitted on the same day for the same time.

SECTION 6

The Prosecutor shall not be required to approve or deny a vacation request more than ninety (90) calendar days in advance except when the employee's vacation plans are of a nature which require the employee to make a financial obligation in advance of ninety (90) calendar days. The Prosecutor shall approve or deny a timely vacation request no more than fourteen (14) calendar days after receipt of such vacation request, unless otherwise mutually agreed by the Prosecutor and employee. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Prosecutor.

SECTION 7

A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

SECTION 8

Upon termination, retirement, or death, the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 19 HOLIDAYS

SECTION 1

All full time County employees and regularly scheduled shall be entitled to the following paid holidays based upon the Employer's regular work day which is intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court change the following schedule in any way, that amended schedule shall prevail and apply:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Friday following Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

and such other holidays as may be established by action of the Board of Commissioners. Should the Supreme Court diminish the number of holidays, the parties shall meet to discuss the holiday schedule for the purpose of determining if an adjusted schedule can be arrived at that will meet the service needs of the Co-Employer and the Courts.

SECTION 2

To be eligible for a holiday, an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

SECTION 3

In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, it shall be celebrated the preceding Friday.

SECTION 4

The Co-Employer shall make every effort to provide reasonable accommodations for employees to attend services associated with the practice of religious beliefs. Be it provided that the employee shall give sufficient notice to provide the Prosecutor opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the department. The Co-Employer will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

SECTION 5

Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 6

An employee who is authorized to work a holiday shall be entitled to compensation in accordance with Article 11 – Working hours And Overtime.

ARTICLE 20 **HEALTH CARE**

SECTION 1

Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 – Employee
\$200 – Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)

\$ 600.00 Employee
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$500 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

PD-CM - Contraceptive Medications

PCD – Contraceptive Devices

The Employer shall pay the total cost of premiums of full time regular employees with the following exceptions:

- A. Employees hired on or after July 1, 1985 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.

- B. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to July 1, 1985 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after July 1, 1985 shall be subject to the preceding subsection b.
- D. Employee premium cost shall be paid by way of payroll deduction.

Part time regular employees regularly scheduled to work an average of twenty (20) or more hours a week, that choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

SECTION 2

Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core plan.

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$500 Maximum Annual In Network Preventative Services

VCA 80 - Vision Care

HCA - Hearing Care

PD-CM - Contraceptive Medications

PCD - Contraceptive Devices

\$15.00 Office Visit Co-Pay

No Out-Of-Pocket Maximum Plus Deductible (Excluding Mental Health Care Services)

Annual Employee Cash Cost (Deducted bi-weekly)

\$ 750.00 - Single Plan

\$1,250.00 - Two Person Plan

\$1,500.00 - Family Plan

B. OPTION III NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

- \$ 650 - One Person subscriber
- \$1100 - Two Person subscriber
- \$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

SECTION 3

The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

SECTION 4

All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods each month.

SECTION 5

The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE PLAN (Premium paid by the County)

- * Plan 100 50/50 to an annual maximum of \$1000 per individual.
- * Class III Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 cash rebate.

SECTION 6

Effective July 1, 2006 an employee participating in the County Health Care Plan shall be entitled to a prefunded Health Reimbursement Account (HRA) from which he or she may pay for unreimbursed health care expenses.

- A. Effective each July 1 of years subsequent to July 1, 2006 a participating employee's HRA shall be credited as follows.
 - 250 Credits – Single Plan Coverage
 - 500 Credits– Two Person Plan Coverage
 - 750 Credits– Family Plan Coverage
- B. Unreimbursed health care expenses are limited to plan co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- C. Unused credits shall accrue from year-to-year and into retirement when the employee is eligible for a pension from the County.
- D. A single credit shall be equal to a single dollar but shall have no cash value for any purpose except for payment of unreimbursed health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- E. Upon termination of employment, except as defined in the following subsection F, all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee's beneficiary or estate.
- F. In the event the employee retires or defers retirement as defined by the St. Clair County Retirement Plan, his or her credits shall be carried forward into retirement for the purpose of reimbursement of health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs. Retirement and deferred retirement shall mean eligibility for and receipt of a pension from the St. Clair County Retirement Plan.

SECTION 7

In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

SECTION 8

An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

ARTICLE 21

LIFE INSURANCE

SECTION 1

A full time employee shall be eligible for life insurance in the amount of

\$35,000 and shall include an A.D. & D. Rider.

OPTION 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

OPTION 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

SECTION 2

On an approved leave of absence without pay, the employee may continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

SECTION 3

In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

ARTICLE 22 **ACT OF GOD**

SECTION 1

In the event of a natural or man-made disaster or emergency, the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller or Deputy Administrator/Controller, may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time or straight pay for the work performed.

SECTION 2

In the event any member or members of the Bargaining Unit are sent home from work or advised not to report to work for reason other than discipline by the Prosecutor, those employees shall receive their full day's pay for that day.

ARTICLE 23 **SERVICE RECOGNITION**

SECTION 1

The County shall recognize years of continuous full time service of employees hired before July 1, 1996 by providing a percentage of salary not to exceed the maximum payment as follows:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum Payment</u>
10 - 14	4%	\$1,000
15 - 19	6%	\$1,500
20 - 24	8%	\$2,000
25+	10%	\$2,500

SECTION 2

Employees eligible for service recognition shall be paid a single lump sum the first full pay period following their date of full time hire.

SECTION 3

Continuous service for the purpose of this Article shall not be affected by a layoff unless such layoff exceeds one (1) year. Upon recall from layoff of less than one year, seniority shall be adjusted in accordance with Section 4 of Article 14 - Recall From Layoff and the next service recognition payment shall be pro-rated accordingly.

SECTION 4

Employees with ten (10) or more years of continuous service shall be entitled to a prorated lump sum payment in the event of retirement or, in the event of death in service, a prorated payment to their beneficiary.

ARTICLE 24 **MILEAGE ALLOWANCE**

SECTION 1

Employees who use their personal vehicles on business required by the Co-Employer shall be reimbursed by the County at the maximum non-taxable rate allowable by the US Department of Internal Revenue.

ARTICLE 25 **RETIREMENT BENEFIT**

SECTION 1

All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the Retirement Plan custodians and shall not be subject to nor require separate union approval.

SECTION 2

The Defined Benefit Pension and the retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

SECTION 3

The St. Clair County Retirement System provides full time regular employees with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that

establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory upon full time regular employment. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in section 13 of this article.
- B. The County shall contribute the annually recommended actuarially amount. Effective July 1, 2006 the annual recommended actuarial amount shall be considered to be eight-point-six percent (8.6%).
- C. The employer contribution in calendar years subsequent to 2006 shall increase no more than one percent (1%) in a calendar year regardless of the annual recommended actuarial amount.
- D. In the event the increase in the annual recommended actuarial amount is greater than one percent (1%) the overage shall be attributed to the subsequent calendar year(s) until such time as the annual actuarially recommended amount is contributed, including the overage amount.
- E. In the event the annual recommended actuarial amount is a reduction, the employer shall be entitled to, but is not required to, reduce the amount even if such reduction is greater than one percent (1%).

SECTION 4

The St. Clair County Retirement System provides full time regular employees opportunity to prefund retiree health care coverage by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

- A. An employee subject to the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- B. An employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost to the retiree.
- C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.
 - I. The employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.

- II. The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.
- III. The employee with credits accrued in his or her Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [ii] shall apply.
- IV. The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. While contributions are depleted the retiree shall be subject to the preceding [ii].
- V. The employee upon making an application for retirement employee must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.
- VI. The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

SECTION 5

Contributions to the Health Care Trust Account shall be calculated on an employee's eligible bi-weekly wages as defined in section 13 of this article. The employee and employer shall contribute to the Health Care Trust Account as follows.

- A. The contribution of employees hired before July 1, 2006 shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.
 - 0.83% - Effective July 1, 2006
 - 1.50% - Effective July 1, 2007
 - 2.17% - Effective July 1, 2008
- B. The contribution of employees hired on or after July 1, 2006 shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.
 - 1.25% - July 1; 2006
 - 2.25% - July 1, 2007
 - 3.25% - July 1, 2008

- C. The County contribution shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.
 - 1.67% - Effective July 1, 2006
 - 3.00% - Effective July 1, 2007
 - 4.33% - Effective July 1, 2008
- D. The County shall contribute four-point-four percent (4.4%) of eligible employee bi-weekly wages as a non-match amount. Non-Match shall mean this amount shall not satisfy the requirements of the preceding subsection C.
- E. In the event the combined annual recommended actuarial amount for health care coverage decreases below the percentage achieved in December 31, 2008, the decrease shall be applied to the employee and the employer on the ratio of one-third (1/3) for the employee and two-thirds (2/3) for the employer.

SECTION 6

Employees hired before July 1, 2006 with sufficient years of service and age to retire during the term of the Agreement shall be entitled to select the following contribution option.

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in section 13 of this article for the duration of this Agreement. The employee contribution shall be attributed to both pension and health care.
- B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.
- C. In selecting this option the employee agrees to and shall retire on or before June 30, 2009, which is the final day of this Agreement.
- D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than June 30, 2009. The employee shall also sign a form that authorizes the County to deduct from the employee's pay an amount that equals the health care contributions stipulated in section 5 of this article to be paid by the employee who fails to retire on or before June 30, 2009. The employee that fails to timely complete and submit both forms shall not be entitled to this contribution option.
- E. The employee that fails to retire or otherwise leave employment no later than June 30, 2009 shall be required to pay an amount equal the contributions that otherwise would have been made to the Health Care Trust Account. Contributions due shall be made by payroll and/or in a lump sum at the employee's discretion but shall be paid in full within

ninety (90) calendar days after June 30, 2009 or the employee will be subject to pay one percent (1%) daily compounded interest.

SECTION 7

The County's combined Retirement Plan contributions for Defined Benefit Pension and to the Health Care Trust Account shall be no less than thirteen percent (13%) during the term of this Agreement.

SECTION 8

An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.
- C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.
- D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

SECTION 9

An employee shall only be entitled to withdraw his or her contributions to the Health Care Trust Account upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.
- C. The employee that leaves his or her contributions in the Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.
- D. The employee that withdraws his or her contributions shall terminate all right to receive health care coverage from the plan at no premium cost to the retiree.
- E. The employee that leaves his or her contributions in the Health Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in Section 4 of this article.

SECTION 10

A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

SECTION 11

A retiring employee subject to the modified retirement plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive to date of hire
25 and above	2.40% - retroactive to date of hire

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy (70%) percent for employees hired on or after July 1, 2006. The multiplier maximum for employees hired prior to July 1, 2006 shall not exceed seventy-five percent (75%). The final average compensation shall be calculated on the best three [3] years of the last ten [10] years of eligible compensation.

SECTION 12

An employee shall be eligible for early retirement as follows.

- A. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) actual years of service.
- B. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions.
- C. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service.
- D. Actual years of service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

SECTION 13

Retirement shall be computed on the base salary only and shall not include compensation from;

- A. Overtime or compensatory time payoff.
- B. Vacation day accrual payoff upon separation from employment for any reason.
- C. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 26
EQUIPMENT, TOOLS AND SUPPLIES

The Co-Employer shall provide employees with all necessary equipment, tools and supplies needed to perform their duties.

ARTICLE 27
UNION BULLETIN BOARDS

The Union may use a bulletin board which shall be located in a convenient place within the Prosecuting Attorney's office for the purpose of posting notices of the following activities:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.

ARTICLE 28
SAFE WORKING ENVIRONMENT

SECTION 1

The Co-Employer and the employees of the County share a mutual concern for providing a safe working environment. In order to better achieve optimum safety at all of its locations and for all of its employees, the Co-Employer and the Union agree to abide by OSHA and MIOSHA for the protection of the Co-Employer and its employees.

SECTION 2

The Co-Employer or the Union shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger, and remedy in the issue.

SECTION 3

In the event the safety recommendation is not implemented, or the Union is appraised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and

benefits when such scheduling is during an employee's regularly scheduled hours of work.

SECTION 4

Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rest with the Co-Employer and the employees.

SECTION 5

The County will post diagrammed escape routes in a conspicuous place in each of its offices in all County Buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 29 **WITHHOLDING OF PROFESSIONAL SERVICES**

SECTION 1

It is recognized that the need to provide effective and dependable services to the patrons and citizens of St. Clair County is of paramount importance and that there should be no interruptions of such services.

SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and the members of the Bargaining Unit under this Agreement will not engage in or encourage, any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the clients or the services of the Prosecutor.

SECTION 3

The Co-Employer shall have the right to discipline or discharge any employee participating in such interference's and the Union agrees not to oppose such action.

SECTION 4

The Co-Employer will not lock out any employee during the term of this Agreement.

ARTICLE 30 **DISCRIMINATION AND HARASSMENT**

SECTION 1

The Co-Employer and its supervisors and the Union and its members agree that all employees are entitled to a work place free of discrimination, sexual, racial or religious in nature and physical, sexual or verbal abuse. The Co-Employer and the Union agree to take action to prevent any such unacceptable conduct and to deal with

any related complaints in a fair, impartial and timely manner.

**ARTICLE 31
WAGE SCHEDULE**

2.5% - EFFECTIVE JULY 1, 2005

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Legal Stenographer	\$32,232	\$32,819	\$33,440	\$34,683	\$36,005

2.5% - EFFECTIVE JULY 1, 2006

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Legal Stenographer	\$33,038	\$33,640	\$34,276	\$35,550	\$36,905

2.0% - EFFECTIVE JULY 1, 2007

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Legal Stenographer	\$33,699	\$34,313	\$34,961	\$36,261	\$37,643

2.0% - EFFECTIVE JULY 1, 2008

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Legal Stenographer	\$34,373	\$34,999	\$35,660	\$36,986	\$38,396

ARTICLE 32
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 2005 and shall continue in operation an effect through June 30, 2005. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to June 30, 2009 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If neither party shall give notice to terminate, modify or amend this Agreement as provided, the Agreement shall continue in operation and effect after July 1, 2009 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION

 Arthur Wood
 AFSCME Council #25

 Dennis Swoffer
 President, Local 1089

 Bargaining Committee
 Member

Date: _____

FOR THE CO-EMPLOYERS

 Michael Wendling
 Prosecuting Attorney

 Patricia Anger, Chairperson
 Board of Commissioners

 Marilyn Dunn
 County Clerk

Date: _____

RESOLUTION 06-22

WHEREAS, the Area Agency on Aging 1-B has been supporting services to St. Clair County residents since 1974; and

WHEREAS, the Area Agency on Aging 1-B has assessed the needs of older county residents and developed a plan to provide assistance that addresses identified needs; and

WHEREAS, the proposed plan has been submitted for review by the public, and has been subjected to two public hearings; and

WHEREAS, the comments at the public hearings on the proposed plan were mostly favorable, and constructive changes in the plan were made as a result of some comments; and

WHEREAS, the St. Clair County Board of Commissioners appoints two representatives to the AAA 1-B Board of Directors, a County Commissioner and a county resident who is at least 60 years of age; and

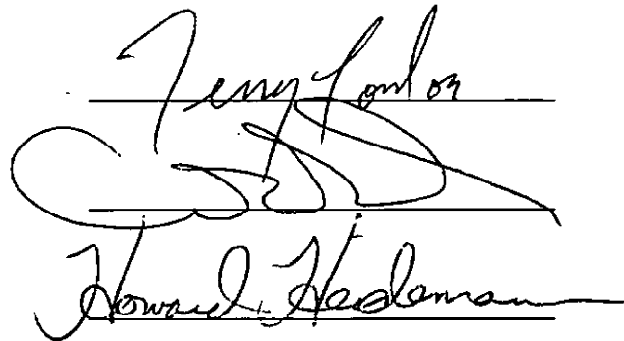
WHEREAS, the Michigan Office of Services requires that County Boards of Commissioners be given the opportunity to review and approve an area agency on aging multi-year plans and annual implementation plans; and

NOW, THEREFORE, BE IT RESOLVED that the St. Clair County Board of Commissioners hereby approves the FY 2007-9 Multi-Year Plan of the Area Agency on Aging 1-B, for the purpose of conveying such support to the Area Agency on Aging 1-B and the Michigan Office of Services to the Aging.

Dated: July 5, 2006

Reviewed and Approved by:

Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060



The block contains two handwritten signatures. The first signature, 'Jerry L. Loefer', is written in cursive over a horizontal line. The second signature, 'Howard Hedeman', is also in cursive and written over another horizontal line.

RESOLUTION 06-21
BOARD OF COMMISSIONERS
COUNTY OF ST. CLAIR

RESOLUTION APPROVING
REPLACEMENT PROJECT

of St. Clair,

RESOLUTION
IRA TOWNSHIP M-29 WATER MAIN

Minutes of a Regular meeting of the Board of Commissioners of
Michigan, held in the County Administration Building on the 19 day of July, 2006, at 6:00
o'clock p.m., Eastern Daylight Time.

PRESENT: Commissioners Anger, Bohm, Evans, Heidemann,
Kearns, London
Commissioners Wall and
ABSENT: Commissioners Kearns
The following preamble and resolution were offered by Commissioner Evans

WHEREAS, the Township of Ira (the "Local Unit") has presented to the St. Clair County Board of Public Works (the "DPW") a request that the County of St. Clair (the "County") through the issue bonds in one or more series in the aggregate total amount not to exceed \$7,000,000, payable contractually by a pledge of the County's limited tax full faith and credit, said bonds to be secondarily by a pledge of the County's necessary improvements to the water supply system; and WHEREAS, the DPW has reviewed said request and the financial and attachments and appurtenances (the "Project"); and Project and has determined the same to be feasible if undertaken by the County but is not within the scope of the authority of the County and the DPW but is not financial by the Local Unit alone, and to be necessary for the public health, safety and convenience of the Local Unit and its inhabitants and generally of the County, and



RESOLUTION 06-20

Revoking Resolution 05-05 and Establishing the Central Dispatch Department under the St. Clair County Board of Commissioners

Whereas, the St. Clair County Central Dispatch Authority (the "Authority") was established on January 1, 2005; and

Whereas, the Authority is to assume responsibility for the dispatch responsibilities now performed by the St. Clair County Sheriffs Department; and

Whereas, the Authority is not yet fully prepared to assume the dispatch responsibilities currently performed by the St. Clair County Sheriffs Department; and

Whereas, the Authority will continue its operations under the County as a department directed by the Board of Commissioners; and


Whereas, the Authority will remain as a department of the County for a period up to three years in order to complete the transition into "Authority" status.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE ST. CLAIR COUNTY BOARD OF COMMISSIONS AS FOLLOWS:

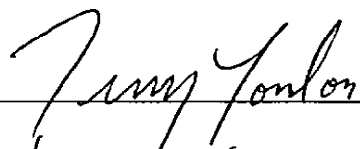
1. The St. Clair County Sheriffs Department shall cease oversight and responsibility for the dispatch functions as of August 1, 2006.
2. St. Clair County Central Dispatch Authority will provide oversight on behalf of the St. Clair County Board of Commissioners for the dispatch functions effective August 1, 2006.
3. St. Clair County shall continue its current funding for dispatch operations through the General Fund.


Dated: June 21, 2006


Reviewed and Approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060







**RESOLUTION 06-21
BOARD OF COMMISSIONERS
COUNTY OF ST. CLAIR**

**RESOLUTION APPROVING
IRA TOWNSHIP M-29 WATER MAIN REPLACEMENT PROJECT**

Minutes of a Regular meeting of the Board of Commissioners of the County of St. Clair, Michigan, held in the County Administration Building on the 19 day of July, 2006, at 6:00 o'clock p.m., Eastern Daylight Time.

PRESENT: Commissioners Anger, Bohm, Evans, Heidemann,
Kearns, London

ABSENT: Commissioners Wall

The following preamble and resolution were offered by Commissioner Evans and supported by Commissioner Kearns.

WHEREAS, the Township of Ira (the "Local Unit") has presented to the St. Clair County Board of Public Works (the "DPW") a request that the County of St. Clair (the "County") through the DPW issue bonds in one or more series in the aggregate total amount not to exceed \$7,000,000, payable from contractual payments to be made by the Local Units to the County through the DPW and secured secondarily by a pledge of the County's limited tax full faith and credit, said bonds to finance costs of acquiring, constructing, and financing necessary improvements to the water supply system serving the Local Unit consisting generally of the replacement of the water main along M-29 and related sites, attachments and appurtenances (the "Project"); and

WHEREAS, the DPW has reviewed said request and the financial and engineering aspects of the Project and has determined the same to be feasible if undertaken by the County and the Project is within the scope of the authority of the County and the DPW but is not financially desirable to be undertaken by the Local Unit alone, and to be necessary for the public health, safety and welfare specifically of the Local Unit and its inhabitants and generally of the County; and

WHEREAS, the DPW has recommended to this Board that the Project be given tentative approval and that the Board of Public Works be authorized to undertake initial steps toward the financing and construction of the Project, subject, however, to certain conditions; and

WHEREAS, on December 14, 2005, the County established *St. Clair County Water Supply System No. XI (Ira Township)* in anticipation of the Local Unit's request for assistance with the Project;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby give its initial and tentative approval to the aforesaid Project and does authorize the DPW to undertake the financing and construction of the Project, subject, however, to final approval of this Board upon submission to this Board of the documents evidencing agreement among the Local Unit and the DPW acting for and on behalf of the County for the acquisition, construction, and financing of the Project. The Local Unit will pledge its limited tax full faith and credit to the payment of its contractual obligations to the County, requiring the Local Unit to levy taxes annually to the extent necessary to provide funds to meet all or part of such contractual obligations when due.

2. The DPW shall contract for the necessary engineering services including the plans and specifications for the Project and shall continue negotiation with the Local Unit and other parties involved for the execution of contracts covering the acquisition, construction, and financing of the Project.

3. The DPW shall employ the following consultants in connection with the completion of the Project:

As Bond Counsel: Miller, Canfield, Paddock and Stone, P.L.C.
Detroit, Michigan

As Financial Consultants: Stauder, Barch & Associates, Inc.
Ann Arbor, Michigan

As Engineers: CDM (Camp, Dresser and McKee, Inc.
Detroit, Michigan

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

4. This Board hereby estimates the total cost of constructing the Project to be not more than \$7,000,000 including all engineering fees, financing costs and contingencies, such estimate is subject, however, to revision upon submission of final cost estimates or receipt of bids for the Project.

5. All agreements between the DPW and the Local Unit shall be subject to final approval and ratification by this Board.

6. The DPW is hereby authorized through its the Director, Chairman and Secretary, to execute and file the necessary orders, applications and supporting documents with the Michigan Department of Treasury to obtain an order of prior approval for the bonds if required.

7. The retention of Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel is ratified and confirmed. The County consents to the representation of the Local Unit by Miller, Canfield, Paddock and Stone, P.L.C. in unrelated matters.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners Anger, Bohm, Evans, Heidemann,
Kearns & London

ABSENT: Commissioners Wall

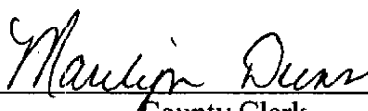
NAYS: Commissioners Ø

RESOLUTION DECLARED ADOPTED.

Marilyn Deuss
County Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, Michigan, at a Regular meeting held on July 19, 2006, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



County Clerk

DELIB:2739243.2\043180-00005

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION 06-18

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(9))

At a Regular meeting of the St. Clair County Commissioners
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Chairperson, Patricia Anger on June 21, 2006
DATE

at 6:00 a.m./p.m. the following resolution was offered:
TIME

Moved by Commissioner Bohm and supported by Commissioner Heidemann

that the request from Friends of the Airport of Kimball
NAME OF ORGANIZATION CITY

county of St. Clair, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: 7

Nays: 0

Absent: 0

DISAPPROVAL

Yeas: 0

Nays: 0

Absent: 0

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the St. Clair County Commissioners at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on June 21, 2006
DATE

SIGNED: Marilyn Dunn
TOWNSHIP, CITY, OR VILLAGE CLERK County Clerk

Marilyn Dunn, St. Clair County Clerk/ROD
PRINTED NAME AND TITLE

201 McMorran Blvd. Port Huron MI
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)

RESOLUTION 06-17

RESOLUTION TO CREATE RETIREE HEALTH CARE BENEFIT FUND

This resolution passed at a regular meeting of the County Board of Commissioners of the County of St. Clair, Michigan (the "County"), held on the 21 day of June, 2006.

PRESENT: Commissioners: Anger, Bohm, Evans, Heidemann, Kearns, London
and Wall

ABSENT: Commissioners: None

The following preamble and resolution were offered by Commissioner Evans and supported by Commissioner Wall.

RECITALS

A. The County wishes to create a public employee health care fund to be used for the accumulation and investment of monies to be used for funding health care benefits for those County of St. Clair retirees and their beneficiaries who are eligible to receive health care benefits ("Qualified Persons").

B. The County wishes to permit investment of the assets of the public employees health care fund in investment instruments, subject to the investment limitations governing the investment of assets of public employee retirement systems under the Public Employee Retirement System Investment Act, 1965 PA 314, as amended, and all other applicable federal, state and local law.

NOW, THEREFORE, IT IS RESOLVED:

1. Establishment and Purposes of Retiree Health Care Benefit Fund. The County of St. Clair Retiree Health Care Benefit Fund (the "Fund") is established, pursuant to 1999 PA 149, for the purpose of accumulating and investing funds to provide for the funding of health care benefits to Qualified Persons, and for the payment of such benefits and costs of administering the Fund.

2. Funding; Use of the Fund. The County shall make such contributions to the Fund as it deems fit. Payment of health care benefits for Qualified Persons shall, at the discretion of the Board of Commissioners, be provided from the Fund or any other source of funds available to it. Neither the County nor any other party shall have any right to the return of any money properly paid into the Fund, except as otherwise specifically provided in this Resolution or to money improperly paid which has already been invested or distributed. Money improperly paid, which has not been invested or distributed, shall be returned to the County. The Fund shall not be funded on an actuarial basis. However, the Investment Officer is directed to have an actuarial review of the Fund prepared no less than once every five (5) years, with assets valued at their market value.

3. Investment Officer. The Investment Officer shall be the Treasurer or such other individual as may be appointed by the Board of Commissioners. The Investment Officer shall serve

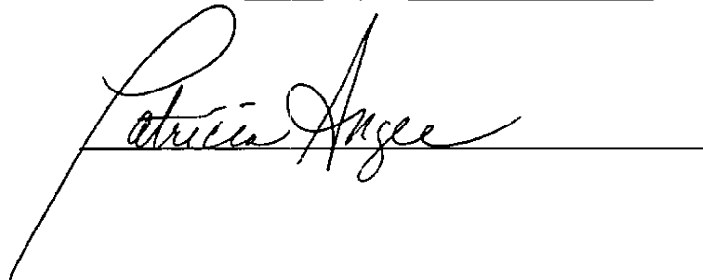
at the pleasure of the Board of Commissioners. The Investment Officer shall be charged with the general administration, management and responsibility for the proper operation of the Fund. The Investment Officer may appoint or retain such other investment fiduciaries, including investment managers, as the Investment Fiduciary deems fit. Without limiting the foregoing, the Investment Officer shall have the following specific duties:

- (A) To invest the Fund's assets in accordance with the provisions of 1965 PA 314, as amended, and the investment policy adopted by the Board of Commissioners in compliance with that Act.
- (B) To maintain, or cause to be maintained, proper books of account and records of and for the administration of the Fund, and make them available for inspection at the permanent office of the Fund during reasonable business hours.
- (C) To prepare and issue a summary annual report to the Board of Commissioners each year.

4. Appointment of Investment Officer. The County Administrator/Controller is hereby appointed as Investment Officer of the Fund.

5. Adoption of Investment Officer. The attached Public Employee Health Care Fund Investment Policy is hereby adopted as the Investment Policy for the Fund, in accordance with the provisions of 1965 PA 314.

ADOPTED by the Board of Commissioners on this 21 day of June, 2006.

A handwritten signature in cursive script, reading "Patricia Angee", is written over a horizontal line. The signature is in dark ink and is positioned in the lower right quadrant of the page.

Dated: June 21, 2006

RESOLUTION 06-16

ST. CLAIR COUNTY 2006 BUDGET AMENDMENTS

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, as amended, requires that each local unit of government amend the adopted budgets of its various funds when necessary; and

WHEREAS, the County Administrator/Controller has determined that certain amendments to adopted budgets are necessary to be in compliance with the Act.

THEREFORE BE IT RESOLVED, that the 2006 St Clair County General Fund Budget, as attached and marked "Exhibit A," is hereby amended on a basis consistent with Public Act 621 of 1978, as amended.

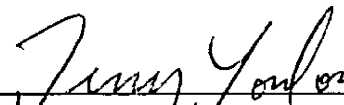

BE IT FURTHER RESOLVED, that the 2006 budgets of certain Special Revenue Funds, as attached and marked "Exhibit B" are hereby amended on a basis consistent with Public Act 621 of 1978, as amended.

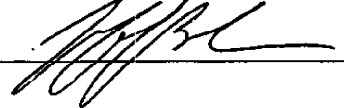
Dated: June 21, 2006

Reviewed and Approved As To Form By:



Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, Michigan





Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION 06-18

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(9))

At a Regular meeting of the St. Clair County Commissioners
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Chairperson, Patricia Anger on June 21, 2006
DATE

at 6:00 a.m./p.m. the following resolution was offered:
TIME

Moved by Commissioner Bohm and supported by Commissioner Heidemann

that the request from Friends of the Airport of Kimball
NAME OF ORGANIZATION CITY

county of St. Clair, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: 7

Nays: 0

Absent: 0

DISAPPROVAL

Yeas: 0

Nays: 0

Absent: 0

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the St. Clair County Commissioners at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on June 21, 2006
DATE

SIGNED: Marilyn Dunn
TOWNSHIP, CITY, OR VILLAGE CLERK County Clerk

Marilyn Dunn, St. Clair County Clerk/ROD
PRINTED NAME AND TITLE

201 McMorran Blvd. Port Huron MI
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)

RESOLUTION 06-17

RESOLUTION TO CREATE RETIREE HEALTH CARE BENEFIT FUND

This resolution passed at a regular meeting of the County Board of Commissioners of the County of St. Clair, Michigan (the "County"), held on the 21 day of June, 2006.

PRESENT: Commissioners: Anger, Bohm, Evans, Heidemann, Kearns, London
and Wall

ABSENT: Commissioners: None

The following preamble and resolution were offered by Commissioner Evans and supported by Commissioner Wall.

RECITALS

A. The County wishes to create a public employee health care fund to be used for the accumulation and investment of monies to be used for funding health care benefits for those County of St. Clair retirees and their beneficiaries who are eligible to receive health care benefits ("Qualified Persons").

B. The County wishes to permit investment of the assets of the public employees health care fund in investment instruments, subject to the investment limitations governing the investment of assets of public employee retirement systems under the Public Employee Retirement System Investment Act, 1965 PA 314, as amended, and all other applicable federal, state and local law.

NOW, THEREFORE, IT IS RESOLVED:

1. Establishment and Purposes of Retiree Health Care Benefit Fund. The County of St. Clair Retiree Health Care Benefit Fund (the "Fund") is established, pursuant to 1999 PA 149, for the purpose of accumulating and investing funds to provide for the funding of health care benefits to Qualified Persons, and for the payment of such benefits and costs of administering the Fund.

2. Funding; Use of the Fund. The County shall make such contributions to the Fund as it deems fit. Payment of health care benefits for Qualified Persons shall, at the discretion of the Board of Commissioners, be provided from the Fund or any other source of funds available to it. Neither the County nor any other party shall have any right to the return of any money properly paid into the Fund, except as otherwise specifically provided in this Resolution or to money improperly paid which has already been invested or distributed. Money improperly paid, which has not been invested or distributed, shall be returned to the County. The Fund shall not be funded on an actuarial basis. However, the Investment Officer is directed to have an actuarial review of the Fund prepared no less than once every five (5) years, with assets valued at their market value.

3. Investment Officer. The Investment Officer shall be the Treasurer or such other individual as may be appointed by the Board of Commissioners. The Investment Officer shall serve



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION 06-18

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(9))

At a Regular meeting of the St. Clair County Commissioners
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Chairperson, Patricia Anger on June 21, 2006
DATE

at 6:00 a.m./p.m. the following resolution was offered:
TIME

Moved by Commissioner Bohm and supported by Commissioner Heide mann

that the request from Friends of the Airport of Kimball
NAME OF ORGANIZATION CITY

county of St. Clair, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: 7

Nays: 0

Absent: 0

DISAPPROVAL

Yeas: 0

Nays: 0

Absent: 0

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the St. Clair County Commissioners at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on June 21, 2006
DATE

SIGNED: Marilyn Dunn
TOWNSHIP, CITY, OR VILLAGE CLERK County Clerk

Marilyn Dunn, St. Clair County Clerk/ROD
PRINTED NAME AND TITLE

201 McMorran Blvd. Port Huron MI
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)

From:8103644603

05/ 2006 14:38 #001 P.002/003

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 23 2005

FRIENDS OF THE AIRPORT
250 AIRPORT DR
KIMBALL, MI 48074-4408

Employer Identification Number:

38-3541334

DLN:

17053057798045

Contact Person:

DALE T SCHABER

ID# 31175

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated JULY 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

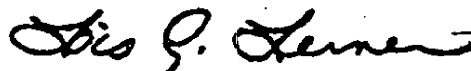
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

From:8103644603

05/11/2006 14:38 #001 P.003/003

Internal Revenue Service
Director, EO Rulings & Agreements
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Employer Identification Number:
38-3541334
Document Locator Number:
17053-057-79804-5
Toll Free Number: 877-829-5500
FAX Number: 513-263-3756

Date: March 7, 2005

FRIENDS OF THE AIRPORT
250 AIRPORT DR
KIMBALL, MI 48074

Acknowledgement of Your Request

We received your Form 8734, Support Schedule for Your Advance Ruling, or other information regarding your public support status. When communicating with us, please refer to the employer identification number and document locator number shown above.

Your tax exempt status under section 501(c)(3) of the Internal Revenue Code remains in effect.

What Happens Next?

The information you submitted was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some cases based on this review. If this is the case, you will receive a letter stating that you are a publicly supported organization.

If the review indicates that additional information or changes are necessary, your case will be assigned to an Exempt Organization Specialist in Cincinnati who will call or write you. We assign cases in the order we receive them.

If the additional information indicates that you meet one of the public support tests, you will receive a letter stating that you are a publicly supported organization. If the public support tests are not met, we will send you a letter re-classifying you as a private foundation. That letter will tell you why we believe you do not meet the public support tests, and will include a complete explanation of your appeal rights.

How long will this process take?

Normally, you may expect to hear from us within 120 days. If you do not, you may call our toll free number between the hours of 8:30 a.m. and 5:30 p.m. Eastern Time. Please have your identification numbers available so that we can identify your case. If you would rather write than call, please include a copy of this notice with your correspondence.

RESOLUTION 06-17

RESOLUTION TO CREATE RETIREE HEALTH CARE BENEFIT FUND

This resolution passed at a regular meeting of the County Board of Commissioners of the County of St. Clair, Michigan (the "County"), held on the 21 day of June, 2006.

PRESENT: Commissioners: Anger, Bohm, Evans, Heidemann, Kearns, London
and Wall

ABSENT: Commissioners: None

The following preamble and resolution were offered by Commissioner Evans and supported by Commissioner Wall.

RECITALS

A. The County wishes to create a public employee health care fund to be used for the accumulation and investment of monies to be used for funding health care benefits for those County of St. Clair retirees and their beneficiaries who are eligible to receive health care benefits ("Qualified Persons").

B. The County wishes to permit investment of the assets of the public employees health care fund in investment instruments, subject to the investment limitations governing the investment of assets of public employee retirement systems under the Public Employee Retirement System Investment Act, 1965 PA 314, as amended, and all other applicable federal, state and local law.

NOW, THEREFORE, IT IS RESOLVED:

1. Establishment and Purposes of Retiree Health Care Benefit Fund. The County of St. Clair Retiree Health Care Benefit Fund (the "Fund") is established, pursuant to 1999 PA 149, for the purpose of accumulating and investing funds to provide for the funding of health care benefits to Qualified Persons, and for the payment of such benefits and costs of administering the Fund.

2. Funding; Use of the Fund. The County shall make such contributions to the Fund as it deems fit. Payment of health care benefits for Qualified Persons shall, at the discretion of the Board of Commissioners, be provided from the Fund or any other source of funds available to it. Neither the County nor any other party shall have any right to the return of any money properly paid into the Fund, except as otherwise specifically provided in this Resolution or to money improperly paid which has already been invested or distributed. Money improperly paid, which has not been invested or distributed, shall be returned to the County. The Fund shall not be funded on an actuarial basis. However, the Investment Officer is directed to have an actuarial review of the Fund prepared no less than once every five (5) years, with assets valued at their market value.

3. Investment Officer. The Investment Officer shall be the Treasurer or such other individual as may be appointed by the Board of Commissioners. The Investment Officer shall serve

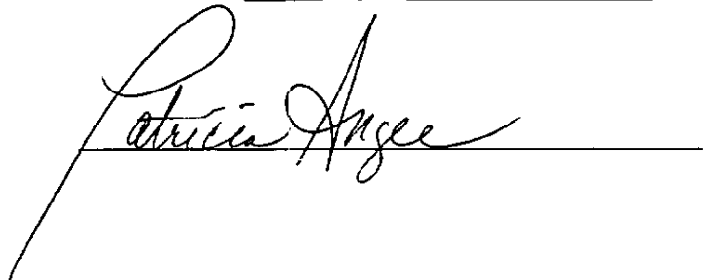
at the pleasure of the Board of Commissioners. The Investment Officer shall be charged with the general administration, management and responsibility for the proper operation of the Fund. The Investment Officer may appoint or retain such other investment fiduciaries, including investment managers, as the Investment Fiduciary deems fit. Without limiting the foregoing, the Investment Officer shall have the following specific duties:

- (A) To invest the Fund's assets in accordance with the provisions of 1965 PA 314, as amended, and the investment policy adopted by the Board of Commissioners in compliance with that Act.
- (B) To maintain, or cause to be maintained, proper books of account and records of and for the administration of the Fund, and make them available for inspection at the permanent office of the Fund during reasonable business hours.
- (C) To prepare and issue a summary annual report to the Board of Commissioners each year.

4. Appointment of Investment Officer. The County Administrator/Controller is hereby appointed as Investment Officer of the Fund.

5. Adoption of Investment Officer. The attached Public Employee Health Care Fund Investment Policy is hereby adopted as the Investment Policy for the Fund, in accordance with the provisions of 1965 PA 314.

ADOPTED by the Board of Commissioners on this 21 day of June, 2006.

A handwritten signature in cursive script, reading "Patricia Angee", is written over a horizontal line. The signature is in dark ink and is positioned in the center of the page.

Dated: June 21, 2006

RESOLUTION 06-16

ST. CLAIR COUNTY 2006 BUDGET AMENDMENTS

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, as amended, requires that each local unit of government amend the adopted budgets of its various funds when necessary; and


WHEREAS, the County Administrator/Controller has determined that certain amendments to adopted budgets are necessary to be in compliance with the Act.

THEREFORE BE IT RESOLVED, that the 2006 St Clair County General Fund Budget, as attached and marked "Exhibit A," is hereby amended on a basis consistent with Public Act 621 of 1978, as amended.

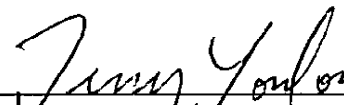
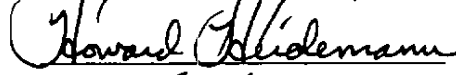
BE IT FURTHER RESOLVED, that the 2006 budgets of certain Special Revenue Funds, as attached and marked "Exhibit B" are hereby amended on a basis consistent with Public Act 621 of 1978, as amended.


Dated: June 21, 2006

Reviewed and Approved As To Form By:



Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, Michigan



RESOLUTION 06-20

Revoking Resolution 05-05 and Establishing the Central Dispatch Department under the St. Clair County Board of Commissioners

Whereas, the St. Clair County Central Dispatch Authority (the "Authority") was established on January 1, 2005; and

Whereas, the Authority is to assume responsibility for the dispatch responsibilities now performed by the St. Clair County Sheriffs Department; and

Whereas, the Authority is not yet fully prepared to assume the dispatch responsibilities currently performed by the St. Clair County Sheriffs Department; and

Whereas, the Authority will continue its operations under the County as a department directed by the Board of Commissioners; and


Whereas, the Authority will remain as a department of the County for a period up to three years in order to complete the transition into "Authority" status.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE ST. CLAIR COUNTY BOARD OF COMMISSIONS AS FOLLOWS:

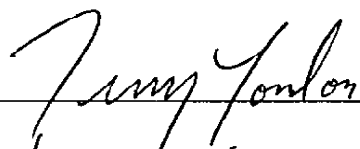
1. The St. Clair County Sheriffs Department shall cease oversight and responsibility for the dispatch functions as of August 1, 2006.
2. St. Clair County Central Dispatch Authority will provide oversight on behalf of the St. Clair County Board of Commissioners for the dispatch functions effective August 1, 2006.
3. St. Clair County shall continue its current funding for dispatch operations through the General Fund.


Dated: June 21, 2006


Reviewed and Approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060







Resolution No: 06-19

Designating St. Clair County Community Mental Health Authority as the Regional Substance Abuse Coordinating Agency

Effective October 1, 1994, the St. Clair County Health Department has been designated the Regional Substance Abuse Coordinating Agency. The St. Clair County Health Department has proposed relinquishing its role as the Regional Substance Abuse Coordinating Agency.

Under The Public Health Code, P.A. 368 of 1978, Article 6 Substance Abuse, Part 62 Substance Abuse Services, § 6226(1)(2) gives the Administrator of the Office of Substance Abuse the authority to designate a community mental health board as a regional substance abuse coordinating agency. This is subject to County's approval.

St. Clair County Community Mental Health Authority has informed the Michigan Department of Community Health and its Office of Substance Abuse that it desires the Department's designation as the Regional Substance Abuse Coordinating Agency for the Thumb Alliance (Lapeer, Sanilac and St. Clair counties) as evidenced by the attached correspondence.

St. Clair County Community Mental Health Authority is seeking approval from the St. Clair County Board of Commissioners to be the Regional Substance Abuse Coordinating Agency

St. Clair County Community Mental Health Authority recognizes the duties of a regional substance abuse coordinating agency as indicated in § 6228 of P.A. 368 of 1978 and declares it possesses the ability to perform such duties. Those duties include:

1. Develop comprehensive plans for substance abuse treatment and prevention services within the Region.
2. Review and comment upon applications for licenses by local substance abuse service providers.
3. Provide technical assistance for local substance abuse service providers
4. Collect data and financial information from local substance abuse service providers
5. Submit and annual budget request to the State for treatment and prevention services within the Region
6. Execute contracts necessary to the performance of the coordinating agency's functions
7. Annually evaluate and assess substance abuse services within the Region.

THEREFORE BE IT RESOLVED: The St. Clair County Board of Commissioners approves the designation of St. Clair County Community Mental Health Authority as the Regional Substance Abuse Coordinating Agency effective October 1, 2007 for the fiscal years October 1, 2007 through September 30, 2008 and beyond.

Transition of responsibilities between the St. Clair County Health Department and St. Clair County Community Mental Health Authority will occur in accordance with the three (3) phase plan developed between the St. Clair County Community Mental Health Authority (PIHP) and the Health Department. This plan may be altered as circumstances dictate.

Dated: _____

State of Michigan }
 } SS.
County of St. Clair }

I, Marilyn Dunn, Clerk for the County of St. Clair, Michigan certify that the foregoing is a true and complete copy of Resolution 06 - 19 , adopted by the Board of Commissioners at a regular meeting on the 19 day of July, 2006.

Marilyn Dunn, County Clerk
County of St. Clair, State of Michigan

**RESOLUTION 06-25
AUTHORIZING ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. XI
(IRA TOWNSHIP) BONDS, SERIES 2006
(GENERAL OBLIGATION LIMITED TAX)**

Minutes of a Environmental/Public Works Committee meeting of the Board of Commissioners of the County of St. Clair, State of Michigan held in said County on the 2nd day of August, 2006, at 7:07 o'clock p.m., Eastern Daylight Time.

PRESENT: Commissioners Patricia Anger, Jeff Bohm, Wallace Evans, Pamela Wall, Denny Kearns, Howard Heidemann, and Terry London

ABSENT: None

The following preamble and resolution were offered by Commissioner Evans and supported by Commissioner Kearns:

WHEREAS, the County of St. Clair, State of Michigan (the "County"), acting by and through its Board of Commissioners and pursuant to the authority conferred upon it by Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), did, by resolution duly adopted by at least a two-thirds (2/3) vote of the members-elect of said Board of Commissioners, establish a Department of Public Works (the "Department") in and for the County for the administration of the powers conferred upon the County by the Act; and

WHEREAS, pursuant to the authorization of Section 2 of the Act, a Board of Public Works has been appointed and is functioning as the governing body of the Department; and

WHEREAS, the County pursuant to the Act has established the St. Clair County Water Supply System No. XI (Ira Township) (the "System"); and

WHEREAS, the County, by and through the Board of Public Works (the "Board" or the "Board of Public Works"), and the Township of Ira, located in the County of St. Clair, State of Michigan (the "Local Unit"), have entered into a contract (the "Contract") for the acquisition, construction and financing of improvements to the System in the form of replacement of the water main along M-29 and related sites (the "Project"), which Contract is made a part of this Resolution by this reference thereto; and

WHEREAS, the Contract has been duly approved by resolutions of the Board of Public Works and the Local Unit legislative body; and

WHEREAS, the Contract must be duly approved by resolution of the County Board of Commissioners and then executed by the Board of Public Works and the Local Unit; and

WHEREAS, plans, specifications and estimates of cost of the Project have been prepared by the CDM (Camp, Dresser and McKee, Inc.), Detroit, Michigan (the "Engineers"), and have been duly approved by the Board of Public Works; and

WHEREAS, under the provisions of the Contract, the Local Unit has obligated itself to pay the cost of the Project to be financed by the issuance of bonds of the County by paying the installments, plus interest, as specified in the Contract (the "Contractual Payments"), and has further obligated itself to collect sufficient moneys annually for the purpose of meeting the Contractual Payments, subject to statutory and constitutional limitations; and

WHEREAS, the County now proposes to issue its bonds, as authorized by the Act, in anticipation of and secured primarily by the Contractual Payments that the Local Unit has in the Contract obligated itself to provide in such amounts as may be necessary to pay the cost of acquiring and constructing the Project, and all things necessary to the authorization and issuance of said series of bonds under the Act having been done, and the County being now empowered and desirous of authorizing the issuance of said bonds; and

WHEREAS, the Board of Public Works has approved this Resolution and recommended its adoption by this Board of Commissioners;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR, AS FOLLOWS:

1. The preliminary plans, specifications and estimates of cost for the Project as prepared by the Engineers are hereby accepted and approved, and it is hereby determined to be advisable and necessary for the public health of the County to acquire, construct and complete the Project as provided in said plans and specifications.

2. The Contract is hereby ratified, confirmed and approved. The County Clerk is authorized and directed to transmit such approval to the Board of Public Works. The Chairman and the Secretary of the Board of Public Works are authorized and directed to execute the Contract for and on behalf of the County subject to approval and adoption thereof by the Board of Public Works.

3. The total estimated cost of acquiring and constructing the Project, including payment of incidental expenses as specified in Section 5 of this Resolution, in the amount of not to exceed \$5,480,000 is hereby approved and confirmed.

4. The estimated period of usefulness of the Project is determined to be thirty-two (32) years.

5. For the purpose of defraying part of the costs of the Project, including payment of engineering, legal and financial expenses, there be borrowed the sum of not to exceed Five Million Four Hundred Eighty Thousand Dollars (\$5,480,000), and that in evidence thereof there be issued the Bonds of the County in an equivalent aggregate principal amount (the "Bonds"). The Bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. XI (IRA TOWNSHIP) BONDS, SERIES 2006 (GENERAL OBLIGATION LIMITED TAX), the principal of and interest thereon to be payable primarily out of the Contractual Payments required to be paid by the Local Unit pursuant to the Contract. The Bonds shall be issued in an amount of not to exceed Five Million Four Hundred Eighty Thousand Dollars (\$5,480,000) or such lesser amount as shall be determined by the Director of the Department at the time of execution of the purchase contract (the "Purchase Contract") relating to the Bonds entered into by the Board of behalf of the County and the Michigan Municipal Bond Authority (the "Authority") (the "Principal Amount") and approved by the State of Michigan acting through its Department of Environmental Quality ("DEQ") and the Authority. The Bonds which are sold to the

Authority shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the Principal Amount dated as of the date of delivery of the Bonds, payable in principal installments serially on April 1 of each year in such amounts and beginning on such date as may be determined by the Director of the Department at the time of sale of the Bonds and approved by the Authority, provided the first principal repayment shall not be earlier than April 1, 2007 and final payment of principal shall not be later than October 1, 2027. The schedule of principal installments shall be finally determined by the Director of the Department at the time of sale of the Bonds to the Authority. Final determination of the Principal Amount and the payment dates and amounts of principal installments of the Bonds shall be evidenced by execution of the Purchase Contract providing for sale of the Bonds.

The Bonds or installments thereof will be subject to prepayment prior to maturity in the manner and at the times as provided in the form of Bond contained in this Resolution or as may be approved by the Authority.

The Board of Public Works is hereby authorized to sell the Bonds to the Authority at an interest rate of two and one-eighth percent (2.125%) per annum and at the par value thereof as evidenced by execution of the Purchase Contract, and to deliver the Bonds in accordance with the delivery instructions of the Authority.

The Bonds are expected to be delivered to the Authority in installments (the "Delivery Installments"); the Authority will periodically provide to the County a statement showing the Delivery Installments which have been advanced and the date of each advance. The Delivery Installments shall be deemed to correspond to the serial principal installments of the Bonds in direct chronological order of said serial principal installments.

The serial principal installments of the Bonds will each bear interest from the date of delivery of the corresponding Delivery Installment at the rate of two and one-eighth percent (2.125%) per annum payable on April 1, 2007 and semiannually thereafter on April 1 and October 1 of each year until maturity or earlier prepayment of said installment; provided however, that at the time of sale of the Bonds to the Authority, the Director of the Department may approve a lower interest rate or an earlier or a later date for initial payment of interest if approved by the Authority. In the event of a default in the payment of principal of interest thereon when due, whether at maturity, by redemption or otherwise, the Bonds shall bear additional interest as required by the Authority. The Bonds sold to the Authority shall not be convertible or exchangeable into more than one fully-registered bond.

The Board of Public Works shall record on the registration books payment by the County of each installment of principal or interest or both when made and the canceled checks or other records evidencing such payments shall be returned to and retained by the Board of Public Works and shall be conclusive evidence of such payments and the obligation of the County with respect to such payments shall be discharged to the extent of such payments. Upon payment by the County of all outstanding principal of and interest on the Bonds sold to the Authority, the registered owner thereof shall deliver the Bonds to the County for cancellation.

7. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their facsimile signatures when issued and sold for and on behalf of the County and to cause to be printed thereon a facsimile of the seal of the County.

8. The Bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local Unit has in the Contract pledged its full faith and credit pursuant to the provisions of the Act. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Unit has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the Bonds are issued, which taxes shall be subject to statutory and constitutional limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the Bonds.

9. Pursuant to the authorization provided in the Act, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the Bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for the Bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional limitations.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided in this Resolution.

10. It shall be the duty of the Board or the County Treasurer, after the adoption of this Resolution and the sale of the Bonds herein authorized, to open a special depository account with a bank or trust company to be designated by the Board or the County to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. XI (IRA TOWNSHIP) BONDS, SERIES 2006, sometimes referred to as the "Debt Retirement Fund," into which any accrued interest received upon delivery of the Bonds and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 9 of this Resolution shall be deposited. The moneys from time to time on hand in the Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the Bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 9 hereof. The County shall have the right to invest

moneys in the Debt Retirement Account as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company.

11. The operation, maintenance and administration of the System and the acquisition and construction of the Project shall be under the overall jurisdiction and control of the Board as agency of the County, and the provisions in the Contract relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

12. The Bonds which are sold to the Authority shall be in substantially the following form, with such revisions as the Chairman of the Board of Commissioners and the County Clerk and the Director of the Department, or any of them, may determine to be necessary or desirable, permitted by law, and not materially adverse to the County. The maturity schedule for the Bonds may be adjusted by the Director of the Department, upon the advice and direction of the County's financial advisor and bond counsel, provided the Authority consents to such modification:

NO. ____

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF ST. CLAIR

ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. XI
(IRA TOWNSHIP) BOND, SERIES 2006
(GENERAL OBLIGATION LIMITED TAX)

REGISTERED OWNER: Michigan Municipal Bond Authority

PRINCIPAL AMOUNT: _____ Dollars (\$_____)

DATE OF
ORIGINAL ISSUE: _____, 2006

The County of St. Clair, State of Michigan (the "Issuer"), acknowledges itself to owe and for value received, hereby promises to pay to the Michigan Municipal Bond Authority (the "Authority") the sum of _____ Dollars (\$_____) or such portion thereof as shall have been advanced to the Issuer (the "Principal Amount") pursuant to a Purchase Contract between the Issuer and the Authority.

The Principal Amount shall payable on the dates and in the annual principal installment amounts set forth in Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$_____ is disbursed to the Issuer or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of two and one-eighth percent (2.125%) per annum. Interest is first payable on April 1, 2007 and semiannually thereafter on the first days of April and October of each year.

During the time the Principal Amount is being drawn down by the Issuer under this Bond, the Authority will periodically provide to the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding Principal Amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

Notwithstanding any other provision of this Bond, as long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at the corporate trust office of _____, _____, Michigan, or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; and (c) written notice of any redemption of this Bond

shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

In the event of a default in the payment of principal of interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

This Bond is payable primarily from the proceeds of contractual payments to be paid by the Township of Ira, located in the County of St. Clair, State of Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____, 2006 (the "Contract"), between the Issuer and the Local Unit, whereby said Board of Public Works, on behalf of the Issuer, is to construct water system improvements which are part of the St. Clair County Water Supply System No. XI (Ira Township). By the provisions of the Contract and pursuant to the authorization provided by law, the Local Unit has pledged its limited tax full faith and credit for the payment of its contractual obligations. The Issuer has irrevocably pledged to the payment of this issue of bonds the total contractual payments, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and at least a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its limited tax full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledge of the Local Unit is a limited tax general obligation of the Local Unit, and the Local Unit is required to pay its debt service commitments on the bonds as an limited tax first budget obligation from its general funds, including the collection of any ad valorem taxes which the Local Unit is authorized to levy, subject to applicable constitutional and statutory limitations. The obligation of the Issuer hereunder is a limited tax obligation and the ability of the Issuer to levy such taxes is subject to applicable statutory and constitutional limitations.

This Bond is a single, fully registered, nonconvertible bond issued in the principal sum indicated above, pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on _____, 2006, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

Principal installments of this Bond are subject to prepayment at any time prior to maturity with the prior written consent of the Authority and on such terms as may be required by the Authority.

This Bond shall be registered as to principal and interest on the books of the Issuer kept by the Board of Public Works and may be transferred only upon surrender of this Bond by the registered owner of record in person, or by registered owner's attorney duly authorized in writing, to the Board of Public Works together with a written instrument of transfer satisfactory to the Board of Public Works duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this Bond, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the County of St. Clair, State of Michigan, by its Board of Commissioners, has caused this bond to be signed in the name of said County by the [manual/facsimile] signature of the Chairman of the Board of Commissioners and to be countersigned by the [manual/facsimile] signature of the County Clerk and a facsimile of the corporate seal of said County to be printed hereon, all as of the Date of Original Issue.

COUNTY OF ST. CLAIR

By

Patricia Angles
Chairman, Board of Commissioners

[SEAL]

By

Maureen Dunn
County Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

SCHEDULE A

Repayment of the Principal Amount shall be made according to the following schedule until the full Principal Amount disbursed to the Issuer as shown on the Registration Grid is repaid, unless prepaid as provided in the Bond. In event that the Principal Amount disbursed to the Issuer is less than \$5,480,000 or in event of prepayment of the Bond, the Authority may prepare a new payment schedule which shall be approved by a resolution of the Board of Public Works.

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2008	\$225,000	2018	\$275,000
2009	230,000	2019	280,000
2010	230,000	2020	285,000
2011	235,000	2021	295,000
2012	240,000	2022	300,000
2013	245,000	2023	305,000
2014	255,000	2024	310,000
2015	260,000	2025	320,000
2016	265,000	2026	325,000
2017	270,000	2027	330,000

13. Nothing contained in this Resolution or the Contract shall be construed to prevent the County from issuing additional bonds under the provisions of the Act for any of the purposes authorized by the Act, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the Bonds of this authorized issue, except such additional bonds as may be necessary may be issued to complete the Project pursuant to the authorization provided in Section 16 of the Contract.

14. The proceeds of sale of the Bonds shall be deposited in a special depository account in a bank to be designated by the Board or the County, said account to be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. XI (IRA TOWNSHIP) BONDS, 2006 CONSTRUCTION FUND (hereinafter referred to as the "Construction Fund"). The moneys from time to time in such fund shall be used solely and only to pay costs of acquiring and constructing the Project. Any accrued interest paid at the time of delivery of the Bonds shall be deposited into the Debt Retirement Fund.

15. The provisions of this Resolution, together with the Contract, shall constitute a contract between the County and the owner or owners of the Bonds from time to time, and after the issuance of such bonds, no change, variation or alteration of the provisions of this Resolution and the Contract may be made which would lessen the security for the Bonds. The provisions of this Resolution and the Contract shall be enforceable by appropriate proceedings taken by such owner either at law or in equity.

16. The County covenants and agrees with the successive owners of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the Board, as agency of the County, will punctually perform all of their obligations and duties under this Resolution and the Contract, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this Resolution.

(b) The County and the Board, as the agency of the County, will apply and use the proceeds of the sale of the Bonds for the purposes and in the manner required by the Contract and this Resolution. The County will maintain and keep proper books of record and account relative to the application of funds for the construction of the Project and the Contractual Payments received pursuant to the Contract or monies advanced by the County. Not later than three (3) months after the end of each year, the Board shall cause to be prepared a statement, in reasonable detail, sworn to by its chief accounting officer, showing the application of the proceeds of the sale of the Bonds, the cash receipts from the Contractual Payments or monies advanced by the County during such year, and the application thereof, and such other information as may be necessary to enable any taxpayer or any holder or owner of the Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the construction of the Project and application of funds therefor or for the payment of bonds during such year. A certified copy of said statement shall be filed with the County Clerk and the Clerk of the Local Unit and a copy shall also be sent to the manager or managers of the account purchasing the Bonds.

(c) The County will take or abstain from taking all actions required by the Internal Revenue Code of 1986, as amended, and regulations thereunder as may be necessary to retain for the interest on the Bonds the exemption from direct federal income taxation, including

specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the Bonds.

17. The Authority's proposed form of Purchase Contract which shall be placed on file with the County Clerk is hereby approved. Officers of the Board of Public Works are hereby jointly or severally authorized to execute and deliver the Purchase Contract and a Supplemental Agreement, an Issuer's Certificate and a Revenue Sharing Pledge Agreement as may be necessary or advisable to qualify the Bonds for the Drinking Water Revolving Fund, with such terms as they may determine to be necessary or desirable, permitted by law, and not materially adverse to the County.

18. The Board of Public Works is authorized to take any actions necessary to comply with requirements of the Authority and DEQ in connection with sale of the Bonds to the Authority. The Board of Public Works is authorized to execute and deliver such other certificates, documents, instruments, and other papers as may be required by the Authority or DEQ or as may be otherwise necessary or convenient to effect the delivery of the Bonds.

19. Officers of the Board of Public Works are hereby jointly or severally designated, authorized and directed to execute and deliver such applications, documents, instruments and certificates with the Michigan Department of Treasury in support of an application of the County for "qualified status" or, in the alternative, for prior approval to issue the Bonds, and to file for such waivers as may be necessary or advisable with respect to the Bonds.

20. The County hereby confirms that the posting required pursuant to Act 34, Public Acts of Michigan, 2001, as amended, as set forth in Exhibit A attached hereto, was done in due time and form as required by Act 34.

21. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are repealed.

22. This Resolution shall become effective immediately upon its passage.

AYES: Commissioners Anger, Bohm, Evans, Wall, Kearns, Heidemann, and London

NAYS: Commissioners None

RESOLUTION DECLARED ADOPTED.

County Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, at a regular meeting held on August, 2006, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

County Clerk

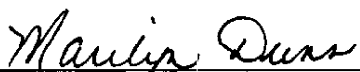
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

EXHIBIT A

**MEETING NOTICE
BOARD OF COMMISSIONERS
COUNTY OF ST. CLAIR, STATE OF MICHIGAN**

At the regular meeting of the Board of Commissioners, County of St. Clair, State of Michigan to be held on Aug. 2, 2006 at 7:00 o'clock p.m. Eastern Daylight Time, at the County Building, 200 Grand River, Port Huron, Michigan, the Board of Commissioners will discuss the issuance by the County of the St. Clair County Water Supply System No. XI (Ira Township) Bonds, Series 2006, which Bonds pledge the County's limited tax full faith and credit.

This notice is given pursuant to the requirements of Section 308, Act 34, Public Acts of Michigan, 2001, as amended.



County Clerk
County of St. Clair

DELIB:2742975.3\043180-00005

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

RESOLUTION - 06-24
ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF ST. CLAIR
BOARD OF COUNTY COMMISSIONERS
AND
THE ST. CLAIR COUNTY PROBATE COURT AND
31ST JUDICIAL CIRCUIT COURT FAMILY DIVISION
WITH
THE ST. CLAIR COUNTY PROBATE COURT AND
31ST JUDICIAL CIRCUIT COURT FAMILY DIVISION
CLERICAL EMPLOYEES - TPOAM

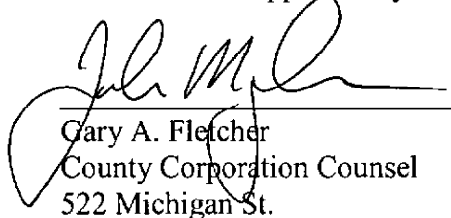
WHEREAS, the **St. Clair County Probate Court and 31st Judicial Circuit Court Family Division Clerical Employees - TPOAM** is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the **St. Clair County Probate Court and 31st Judicial Circuit Court Family Division** and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

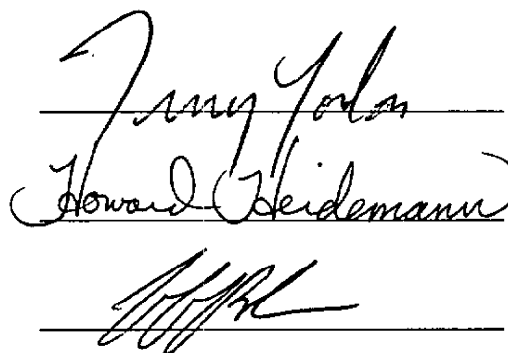
NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period **July 1, 2006** through **June 30, 2011** is hereby approved and adopted.

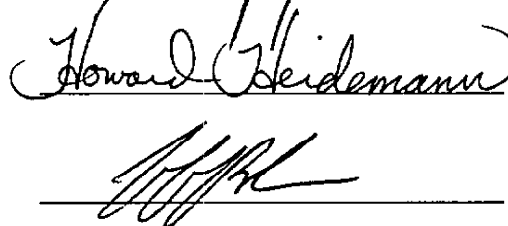
Date

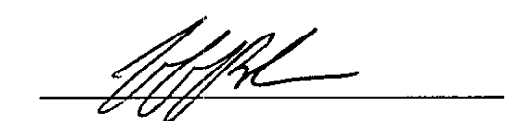
Reviewed and Approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060







A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY PROBATE COURT and
31st. JUDICIAL CIRCUIT COURT FAMILY DIVISION

AND THE

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY PROBATE COURT AND
31ST JUDICIAL CIRCUIT COURT-FAMILY DIVISION
CLERICAL EMPLOYEES - T.P.O.A.M.

JULY 1, 2006

THROUGH

JUNE 30, 2011

TABLE OF CONTENTS

Article 1 - AGREEMENT	2
Article 2 - PURPOSE AND INTENT	2
Article 3 - RECOGNITION	2
Article 4 - MANAGEMENT RIGHTS	3
Article 5 - AGENCY SHOP	4
Article 6 - ASSOCIATION REPRESENTATION	5
Article 7 - DEPARTMENTAL RULES AND REGULATIONS	5
Article 8 - GRIEVANCE PROCEDURE	5
Article 9 - SENIORITY	7
Article 10 - LOSS OF SENIORITY	7
Article 11 - DISCHARGE AND DISCIPLINE	8
Article 12 - LAYOFF AND RECALL	8
Article 13 - TRANSFER	9
Article 14 - PROMOTIONS AND DEMOTIONS	10
Article 15 - TEMPORARY ASSIGNMENTS	11
Article 16 - EMPLOYEE RECORDS REVIEW	12
Article 17 - RATES FOR NEW CLASSIFICATIONS	12
Article 18 - RESIGNATION	12
Article 19 - OVERTIME	13
Article 20 - WORKING HOURS	13
Article 21 - LEAVE OF ABSENCE	14
Article 22 - WORKER'S COMPENSATION	15
Article 23 - ASSOCIATION BULLETIN BOARD	16
Article 24 - RETIREMENT	16
Article 25 - EDUCATIONAL REIMBURSEMENT	17
Article 26 - HEALTH, LIFE AND DENTAL CARE	18
Article 27 - SICK DAYS AND DISABILITY INSURANCE	21
Article 28 - VACATIONS	23
Article 29 - HOLIDAYS	24
Article 30 - SERVICE RECOGNITION	25
Article 31 - JURY DUTY AND SUBPOENA AND WITNESS FEE	25
Article 32 - MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT	26
Article 33 - WAGES	27
Article 34 - TERM OF AGREEMENT	28
Letter of Understanding - SENIORITY	29
Letter of Understanding - RETIREMENT	

AGREEMENT

1.1: This Agreement made and entered into this 1st day of July, 2006 by and between the Probate Court, St. Clair County, the 31st Judicial Circuit Court Family Division, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the Probate Court-Family Division Clerical Employees herein termed as the Association.

ARTICLE 2 PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Association, which will serve to the best interests of all concerned.

2.2: To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the local Association members.

ARTICLE 3 RECOGNITION

3.1: The Association is hereby recognized by the St. Clair County Probate Court, the 31st Judicial Circuit Court Family Division, and the St. Clair County Board of Commissioners as exclusive representative of full time employees classified as Adoption Specialist, Estates Analyst, Mental Health Clerk, Legal Stenographer(s), Clerk-Typist(s) I & II, Deputy Juvenile Register(s), Deputy Probate Register(s), Secretary(s) Court Reporter(s), Public Guardian Office Manager, Account Clerk(s) I and Account Clerk(s) III, Clerk Stenographer and Wills and Estates Clerks of the Probate Court, and Family Division of the Circuit Court, and Public Guardian for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, excluding all supervisor(s), elected officer(s), personal secretary(s) to the Judge(s), part time employee(s) and employees represented by any other labor organization.

3.2: The parties hereto agree that they shall not discriminate against any persons because of race, creed, color, national origin, age, sex, marital status or number of dependents, or handicap.

3.3: In recognition of the agreements and concessions provided herein the Association and its members shall not engage in nor encourage, any strike, sit-down, stay-in, slow-down or similar action. The Employer shall have the right to discipline or discharge any employee participating in such action and the Association agrees not to oppose such action. In exchange for which, the Employer agrees not to lock-out an employee during the term of agreement.

ARTICLE 4
MANAGEMENT RIGHTS

4.1: It is recognized that all rights, powers, and duties of their offices inherent therein or otherwise provided by law or Court rule are reserved and retained by the respective Judges of the Probate Court and Family Division of the Circuit Court, except only as expressly abridged in this Agreement. The control of its properties, and the maintenance of order and efficiency are solely the prerogative and responsibility of the Court. Other rights and responsibilities not expressly abridged by this contract shall belong solely to the Court in addition to the following, and are hereby provided as illustration only and not by way of limitation:

A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to alter or discontinue jobs, classification, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection, examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the Probate Court and Juvenile Court.

B. Further, it is recognized that the responsibility and prerogatives of the Management of the Probate Court and Circuit Court Family Division for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to hire, suspend, discipline for just cause or transfer, train or retrain; the right to decide employee's and job qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty because of lack of work or other legitimate reason; all of which are vested exclusively in the Court, subject only to the provisions of this Agreement.

C. The Court's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the Court from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5
AGENCY SHOP

5.1: All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement shall, as a condition of continued employment, become members of the Association and pay the monthly dues uniformly required of members or pay to the Association a representation fee as herein defined, effective thirty (30) days after the effective date of this Agreement or date of hire, whichever is later.

5.2: The representation fee shall be an amount as determined by the Association.

5.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources Office, the Employer will deduct Association dues or representation fees each pay period as per such authorization and shall remit to the Association any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

5.4: If the bargaining unit member fails to comply, the Association shall send the following letter to the delinquent bargaining unit member and a copy to the Employer.

5.5: "The Association certifies that _____ has failed to tender the periodic representation fee required under the labor agreement and demands that, under the terms of this Agreement, the Employer deduct the delinquent representation fees from the collective bargaining unit member's salary." (The Association certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing and administration of this Agreement.)

5.6: The Employer, upon receipt of said notice and request for deduction, shall act pursuant to this Agreement. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members. The Association will ~~defend and indemnify the Employer against~~ all liability the Employer may incur ~~by reason of deductions made pursuant to this paragraph.~~

5.7: The Association shall indemnify, defend, and save the Court and County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the Court and County for the purposes of complying with the provisions of the article. It is further agreed that neither any employee nor the Association shall have any claim against the Court and County for any deductions made or not made, as the case may be, except that the Court and County shall be responsible to provide the Association with dues deducted from the employee's pay. In no case shall the Court and County be responsible to pay to the Association or employee an amount equal to dues or representation fee, which may or may not have been deducted and paid to the Association or employee.

ARTICLE 6 ASSOCIATION REPRESENTATION

6.1: The Association shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Probate Court Administrator and Human Resources Director of the County upon their selection and/or subsequent change.

6.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Association in all other matters.

6.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at Union - Association conventions or activities. Be it provided, however, that not more than one (1) employee shall be granted leave at any one time and that such leave shall be without pay unless the employee utilizes vacation leave. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance.

ARTICLE 7
DEPARTMENTAL WORK RULES AND REGULATIONS

7.1: The Court is authorized to determine departmental work rules and regulations in addition to the policies described herein. Such work rules and regulations must be written and posted in a conspicuous place. Each employee shall be given a copy of the Court work rules.

7.2: Such work rules or regulations will be null and void where they conflict with statutes, or this Agreement.

7.3: Department work rules and regulations are subject to the grievance procedure.

7.4: Work rules and regulations may be instituted which specifically address the safety and physical well being of the employee.

7.5: All work rules and regulations, including safety, are enforceable by discipline.

7.6: A disputed work rule or regulation shall be held in abeyance until resolved by negotiation, discussion, mediation or grievance. Be it provided however, this process shall not unduly disrupt the operation of Court or unnecessarily protract a resolution.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: Step 1

A. An employee having a specified grievance alleging violation of this Agreement shall within fifteen (15) calendar days of the occurrence take the matter up with their immediate supervisor in an effort to resolve the matter. The Association shall advise the Supervisor that discussions represent a Step 1 hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

8.2: Step 2

A. A grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Assistant Juvenile Services Director or designee within ten (10) calendar days of taking the matter up with the immediate supervisor. The written grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the grievance.

B. The Assistant Juvenile Service Director shall within fifteen (15) work days,

schedule a hearing at which time the Grievant and the Association's employee representative and, if determined by the Association, a non-employee Association representative shall be present to present allegations, proofs and remedies. The Assistant Juvenile Service Director or designees shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The Assistant Juvenile Service Director or designees shall issue a written response within ten (10) working days of the conclusion of the hearing.

C. In the event the Grievant is assigned to the Probate-Adult division, the grievance shall be processed from Step 1 to Step 3 to the exclusion of Step 2.

8.3: Step 3

A. A grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within seven (7) calendar days of the Step 2 response.

B. The Probate Court Administrator shall review the Step 2 grievance response and the Association grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Probate Court Administrator shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the grievance. The decision of the Probate Court Administrator shall be final and binding.

8.4: In the event the grievance is a dispute about salary and/or any fringe benefit the Human Resources Director of the County shall hear the grievance at Step 2 rather than the Assistant Juvenile Services Director. The decision of the Human Resources Director may be submitted to arbitration through the American Arbitration Association for final and binding resolution provided the Court and the County is advised of the Associations intent to arbitrate, within thirty (30) calendar days of the Step 3 decision.

8.5 The Association shall, within thirty (30) calendar days following notice of intent pursuant to 8.4 above, request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties or the matter will be untimely.

ARTICLE 9 SENIORITY

9.1: New employees hired in the unit shall be subject to an orientation period for the first twelve (12) months of employment. Only after the satisfactory completion of the orientation period, shall the employee be added on the seniority list of the unit and seniority shall start as of the last date of hire. Seniority shall be based on the following criteria:

A. A full time regular employee from another bargaining unit or an exempt employee, who accepts a position covered by this bargaining unit, shall be entitled to a maximum of three (3) years of accrued seniority for purposes of layoff and recall, vacation selection and/or promotion, if seniority is a factor in granting a promotion. The new employee shall be entitled to all their accrued seniority for purposes of

providing fringe benefits.

B. A full time temporary employee shall be entitled to seniority only from the date of entry into the bargaining unit.

C. A part time employee, whether regular or temporary, shall be entitled to seniority only upon full time hire from the date of entry into the bargaining unit.

D. Founding members of the bargaining unit shall be entitled to seniority from the date of their full time regular date of hire with the Court or County.

9.2: The seniority list on the date of this Agreement will show the names and classifications of all employees of the unit entitled to seniority.

9.3: When employees acquire seniority, their name shall be placed on the seniority list.

9.4: Up to date seniority lists shall be made available to all employees for their inspection, by posting in the unit.

9.5: The employment of an employee who does not satisfactorily complete the orientation period shall be terminated and the employee shall have no recourse through the grievance procedure.

ARTICLE 10 LOSS OF SENIORITY

10.1: An employee shall lose seniority for the following reasons only:

A. Quits.

B. Is discharged and the discharge is not reversed.

C. The employee is absent for two (2) consecutive working days without notification to the Employer during the two (2) day period. Exceptions may be made by the Employer on proof of good cause that failure to report was beyond the employee's control. After such absence the Employer shall send written notification to the employee at their last known address that they have been discharged, and they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.

D. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.

E. Retirement.

F. Does not return from an approved leave of absence unless authorized

in writing.

ARTICLE 11
DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Association of the discharge or discipline. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

11.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee. The Employer shall review with the employee disciplinary action taken against the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Association during this review.

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions resulting in verbal or written discipline which occurred more than two (2) years previously. The Court shall be entitled to consider discipline on any infraction that resulted in a suspension regardless of the date of the suspension.

11.4: ~~An intentional falsification of an~~ employment application which has ~~not been~~ formerly disclosed in writing to the Employer shall result in the termination of employment.

11.5: The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE 12
LAYOFF AND RECALL

12.1: When a layoff is determined to be necessary, the least senior employee(s) in the classification shall be laid-off in accordance with all the following safe guards and conditions.

12.2: Temporary and newly hired employees on orientation status shall be laid off first to the extent necessary to accomplish the need of the Court and within the classification affected by layoff.

12.3: An employee subject to layoff shall be entitled to displace the least senior employee in a classification of equal compensation or the most immediately less paying classification provided the employee subject to layoff has more seniority than the employee in the affected classification and the displacing employee is qualified and capable of performing the work. The displaced employee shall be considered an employee subject to layoff and entitled to displacement rights as such. The employee who displaces a less senior employee shall be required to satisfactorily complete a one

hundred and thirty (130) work day trial period or be laid off and the displaced employee recalled. The Court Reporter shall be exempt from displacement nor shall the Court Reporter be entitled to displace another employee in the bargaining unit unless the Court Reporter previously held the classification.

12.4: When a recall is necessary, the most senior employee shall be recalled to the position formerly held. Recall notice shall be made by written notice sent by certified mail with return receipt requested.

12.5: Failure to report to work on the day scheduled to return from layoff shall result in termination of employment.

12.6: A refusal to accept a suitable offer to return to work shall result in termination of employment. A suitable offer of work shall not be at a reduced rate of pay or hours of work.

12.7: Employees not recalled to work within one (1) year from the date of layoff shall have their employment terminated and shall have no recall rights.

12.8: Employees may elect to withdraw all their retirement contributions upon layoff, provided the layoff is deemed permanent by the supervisor or when recall rights have elapsed as provided in 12.7:. The withdrawal of retirement contributions cancels all retirement benefit rights and privileges. Retirement contributions may be repaid after recall or rehire as provided by the St. Clair County Employees Retirement plan.

12.9: Seniority shall not accrue during a period of layoff.

12.10: A laid off employee shall not be eligible for, nor receive, any fringe benefits.

ARTICLE 13

TRANSFER

13.1: A transfer shall mean a change of work assignments but not a change in classification nor a job promotion.

13.2: The Court is authorized to transfer employees within the Court in order to maintain the efficiency of the Court, without reduction in salary.

13.3: Employees may request a transfer to another Court division. The Court shall have exclusive authority to grant or deny a transfer request.

13.4. Employees who transfer shall retain full seniority and fringe benefits.

13.5: Employees who request transfer shall be required to satisfactorily complete a six (6) month orientation period. Upon satisfactory completion the employee shall remain in the position. Unsatisfactory performance shall result in the return to the employee's former division.

ARTICLE 14
PROMOTIONS AND DEMOTION

14.1: A promotion shall mean a change in classification resulting in an increase in salary.

14.2: A demotion shall mean a change in classification resulting in a decrease in salary.

14.3: The Court is authorized to promote employees as vacancies occur within the Court. A member of the bargaining unit shall have first opportunity to apply for a vacancy in the bargaining unit provided they possess the necessary qualifications as stipulated by the Court.

14.4: The Court will determine the means and method of recruiting and evaluating candidates for vacant positions. All candidates, including employees, must conform to the conditions and time limits prescribed by the Court in order to further their candidacy.

14.5: When a vacancy occurs, an employee may request consideration for the promotion. The employee shall communicate interest in the position by completing an application form or providing a resume including the following information:

A. Their name, classification, and division.

B. Position desired.

C. Qualifications for the job, such as skill levels, ability, experience and/or education.

Employees who are promoted shall retain full seniority and fringe benefits.

14.6: The employee shall be required to satisfactorily complete a six (6) month orientation period. In the event of an unsatisfactory performance, the employee shall revert to the previously held classification and division.

14.7: A written evaluation shall be made three (3) months prior to the completion of the orientation period.

14.8: When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to the employee's current compensation at a minimum of one-point-five percent (1.5%) or greater as otherwise determined by the Court.

14.9: An employee is subject to demotion for any of the following reasons:

A. Economic or budgetary necessity.

B. Inability to perform the required functional tasks.

C. Failure to maintain the moral or ethical standards required for the position.

D. Incompetence.

E. Reorganization.

F. Upon request of the employee.

14.10: Notice of demotion shall be made in writing and shall detail the reason(s) for the demotion. It shall be left to the discretion of the employee to provide the Association with a copy of the notice.

14.11: The demoted employee shall be compensated at a salary that does not exceed the salary of the former classification but is consistent with the demotion classification.

14.12: Any demotion shall be subject to the Grievance Procedure.

ARTICLE 15 TEMPORARY ASSIGNMENTS

15.1: An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant.

15.2: Temporary assignments shall be authorized in writing to the employee by the Supervisor.

15.3: A temporarily assigned employee shall be paid for work performed in a higher paying classification when assigned by a supervisor, when such assignment is for five (5) or more consecutive working days. Pay for such assignment shall be submitted no later than the following pay period for processing and payment. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment when assigned to a lower paying classification. When a temporary assignment extends beyond five (5) working days, the Association shall be provided a copy of the notice.

15.4: A temporary employee is an employee hired to perform a function full time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed four (4) years. The temporary status of a seasonal employee shall not exceed ninety (90) calendar days. A temporary employee shall not be eligible for fringe benefits. Should a temporary employee acquire a regular full time position, the employee shall not be eligible for fringe benefits including seniority rights during the period of temporary employment.

ARTICLE 16 EMPLOYEE RECORDS REVIEW

16.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee personnel file. An employee may review their personnel file in the Human Resources Office during the County's regular hours of operation.

16.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employers record. The Employer shall provide an inventory of all

disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.

16.3: The employee may request to receive copies of all disciplinary actions taken against the employee. The Employer shall provide copies of all such documentation at the expense of the employee.

ARTICLE 17 RATES FOR NEW CLASSIFICATIONS

17.1: The Court shall notify the Association in writing of a new classification at least seven (7) calendar days in advance of the effective date of the new classification. The Court, in providing notice, shall include a copy of the job description and the rate of pay for the new classification.

17.2: The Association shall, within seven (7) calendar days of the Court's notification of a new classification, give notice to the Court of its request to collectively bargain the rate of pay. Failure of the Association to request a bargaining meeting within seven (7) calendar days shall relieve the Court of any obligation to collectively bargain until such time as the collective bargaining agreement is open for renegotiation.

17.3: The Court shall, within fourteen (14) calendar days of receipt of the Association's request to collectively bargain, attempt to schedule a bargaining session with the Association. The Court and the Association shall make every effort to expeditiously schedule a meeting.

17.4: The Court shall be entitled to implement the classification and compensation prior to collective bargaining or in the event the matter is not collectively bargained.

ARTICLE 18 RESIGNATION

18.1: Employees who voluntarily resign should provide the Court no less than two full weeks of prior notice.

18.2: Failure to provide proper notice shall result in the loss of one day of compensable sick day pay-off for each day short of proper notice.

18.3: Employees shall be paid for all unused vacation up to a maximum of thirty-five (35) days. If a timely notice is provided, every effort shall be made to pay off unused vacation days on the last check earned by the employee.

18.4: Employee's may elect to withdraw or maintain their retirement plan contribution with the County. Withdrawal shall be accomplished on a form supplied by the County.

ARTICLE 19
OVERTIME

19.1: It is recognized that Clerical employees are subject to the Federal Fair Labor Standards Act which address mandatory overtime pay. It is with this consideration that employees shall be subject to overtime pay or compensatory time according to the following safeguards and provisions.

19.2: Employees shall be compensated with overtime pay or compensatory time at the rate of time and one-half (1 1/2) for:

A. Work in excess of seven and one-half (7 1/2) hours or eight (8) hours in a day, based on the operation of the division.

B. Work in excess of thirty-seven and one-half (37 1/2) hours or forty (40) hours in a week based on the operation of the division.

C. The provisions of A and B shall be applied individually and not collectively or compound the amount of compensatory time or pay.

D. Employees called into work shall be guaranteed a minimum of three (3) hours compensatory time if such call-in does not coincide with the start of a work day.

19.3: ~~Work performed on a holiday shall be compensated at the rate of two and one-half (2 1/2) times with compensatory time or pay.~~

19.4: All overtime must have prior approval of a supervisor or it shall be denied. The Supervisor shall determine whether overtime is to be paid or granted as compensatory time.

19.5: Compensatory time may accrue to a maximum of two hundred and forty (240) hours. All overtime hours worked after two hundred and forty (240) shall be paid and not accrued as compensatory time.

19.6: Compensatory time shall be scheduled at the mutual convenience of the Supervisor and employee but may be ordered by the Supervisor.

ARTICLE 20
WORKING HOURS

20.1: The Court shall determine the hours of operation for all its divisions.

20.2: The Division Head shall schedule the hours of work of employees in the Division.

20.3: A full-time employee shall mean an employee regularly scheduled to work 37.5 hours a week or 40 hours a week contingent upon the operation of the Division.

20.4: A part-time employee shall mean an employee regularly scheduled to work less than 37.5 hours a week or less than 40 hours a week contingent upon the operation of the Division. Part time employees shall not be subject to Association membership or

representation.

20.5: A temporary employee shall mean an employee who is hired for a predetermined period of time.

20.6: A regular employee shall mean an employee who is employed in a classification for an ongoing undetermined period of time.

20.7: Employees shall be eligible for a one-hour lunch period without pay, to be scheduled at the discretion of the employee's supervisor. The employee shall also be eligible for two (2) fifteen (15) minute breaks to be scheduled at the discretion of the Supervisor.

20.8: A scheduled break which is not taken shall not be compensated for at a later time, unless due to an operational constraint and the Supervisor had provided prior consent. In any event, the accumulated break time shall not exceed thirty (30) minutes and shall be compensated with equal time off in the same pay period in which it is earned.

20.9: Any employee who is not permitted a full lunch period due to operational constraints shall be allowed equal time off as determined by the Supervisor. Such time shall be provided in the same pay period in which it is earned.

20.10: The Supervisor shall determine an operational constraint.

20.11: The Supervisor shall determine the need to work overtime.

20.12: As much as possible, where employees are capable of performing the tasks, overtime will be equalized among employees by the Supervisor.

ARTICLE 21 LEAVE OF ABSENCE

21.1: An employee may request a leave of absence for up to one year for:

- A. Serious or critical illness of their spouse, spouse's parent, child, or parent;
- B. Personal illness (physical or mental); or,
- C. Educational purposes.

The Court shall comply with all applicable laws in providing leaves of absence, such as but not limited to the Family and Medical Leave Act of 1993. Employee notice of their rights under the ACT and a fact sheet shall be provided in a reasonable method and manner. Leave taken under the ACT will be taken consistent with the ACT, this provision and the policy of the Court and County.

21.2: An employee may request a leave of absence for serious or critical illness to their spouse, child or parent. The employee shall be entitled to use accrued sick days to provide compensation during such a leave. An employee who lacks sufficient sick days

or who elects not to use sick days shall be on a leave without pay. The employee shall provide medical verification from the attending physician to be eligible for a leave of absence.

21.3: The leave of absence for personal illness shall be consistent with the provisions of Article 27 - Sick Days and Disability Insurance in order to be granted. The employee shall be required to provide medical verification by the attending physician when illness extends beyond seven (7) calendar days and at reasonable intervals as determined by the Court or County. Such leave shall not extend beyond five (5) years. The County shall have the right to require an employee to submit to an examination by a physician of the County's choice provided such charges are paid by the County.

21.4: An educational leave without pay (except when required by the Court) may be granted for a reasonable interval but shall not exceed one (1) year. The leave shall be consistent with meeting the operational needs of the Court or it shall be denied.

21.5: In no case shall an employee be granted a leave greater than the length of time provided herein. In the event the employee fails to return to work the next work day following the expiration of a leave of absence, the employee shall be considered to have resigned, except as may be provided otherwise by law.

21.6: An employee shall not be entitled to return to work from a leave of absence due to personal illness without verification by the attending physician of medical recovery.

21.7: Any request for a leave of absence shall be made in writing and approval or denial shall be in writing.

21.8: The employee on leave shall be eligible to return to the position held prior to commencing the leave provided the employee is capable of performing the work.

21.9: An employee on a leave with pay shall be eligible for vacation time, sick days, retirement credit, seniority, or gain from any other fringe benefit for the initial six (6) months of leave. An employee on leave beyond six (6) months or on leave without pay shall not be eligible for any fringe benefits or seniority except as provided in Article 27 - Sick Days and Disability Insurance, Section 10.

ARTICLE 22 WORKER'S COMPENSATION

22.1: All employees shall be subject to the St. Clair County's Worker's Compensation Plan, the terms and conditions of which are described herein and as provided by the operating policy of the insurance carrier.

22.2: When an employee is injured during the course of employment, the alleged injury shall be reported to a Supervisor as soon as possible. The Supervisor shall complete an accident report on the form provided by the County and submit it to the Human Resources Office.

22.3: In the event of an alleged injury, the Supervisor shall immediately contact the Human Resources Office.

22.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days or disability pay on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days or disability pay but in no case exceed the employee's accrued sick days or gross salary.

22.5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extent of their accrued sick days.

22.6: Employees who elect not to supplement their Worker's Compensation or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

22.7: The Court shall permit the employee to supplement Worker's Compensation on the ratio of one (1) sick day for every three (3) days of leave.

ARTICLE 23 ASSOCIATION BULLETIN BOARD

23.1: The Association shall be granted bulletin board space by the Court for the following notices:

- A. Notices of Association recreational and social events.
- B. Notices of Association elections.
- C. Notices of results of Association elections.
- D. Notices of Association meetings.

ARTICLE 24 RETIREMENT

24.1: All full time regular employees shall upon their date of hire participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the Retirement Plan custodians and shall not be subject to nor require separate union approval.

24.2: The Defined Benefit Pension and the Retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

24.3: Participation in the Defined Benefit Plan is mandatory upon full time regular employment. Terms and conditions of the Defined Benefit Plan are addressed in the

Retirement Plan booklet. Employee and Employer contributions are as follows.

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in 24.11 of this article.
- B. The County shall contribute the annually recommended actuarially amount. Effective July 1, 2006 the annual recommended actuarial amount shall be considered to be eight-point-six percent (8.6%).

24.4: Full time regular employees shall have the option to prefund retiree health care coverage by contributing to a Health Care Trust Account. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. Eligibility for retiree health care coverage is as follows.

- A. An employee subject to the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- B. An employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost to the retiree.
- C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions shall be entitled to purchase retiree health care coverage when the employee has eleven (11) or more years of actual years of service contributions to the Retirement System. Further explanation of terms and conditions are stipulated in the Letter of Understanding - Retiree Health Care attached to this Agreement.

24.5: Employee and County contributions to the Retiree Health Care Trust Account shall be as follows.

<u>Effective Date</u>	<u>Employee Percent Of Annual Wage</u>	<u>County Percent Of Annual Wage</u>
07/01/06	0.65%	6.07%
07/01/07	1.30%	7.40%
07/01/08	1.95%	8.73%
07/01/09	2.60%	8.73%
07/01/10	3.25%	8.73%

24.6: An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

24.7: An employee shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon termination of employment. The employee that withdraws his or her contributions shall terminate all right to receive retiree health care coverage from the plan at no premium cost to the retiree.

24.8: A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed seventy-five percent (75%) upon attaining thirty-seven (37) years and six months (6) of actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

24.9: A retiring employee subject to the modified retirement plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive to date of hire
25 and above	2.40% - retroactive to date of hire

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy (70%) percent for employees hired on or after July 1, 2006. The multiplier maximum for employees hired prior to July 1, 2006 shall not exceed seventy-five percent (75%). The final average compensation shall be calculated on the best three [3] years of the last ten [10] years of eligible compensation.

24.10: An employee shall be eligible to a retirement pension based upon one of the following options.

- A. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) actual years of service; or,
- B. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions; or,
- C. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service; or,
- D. Actual years of service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

24.11: Retirement shall be computed on the base salary only and shall not include compensation from;

- A. Overtime or compensatory time payoff.
- B. Vacation day accrual payoff upon separation from employment for any reason.

C. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 25
EDUCATIONAL REIMBURSEMENT

25.1: Employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

25.2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

25.3: Approval of the request for reimbursement shall be contingent upon available funding, to a maximum of \$500 per course, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Chief Judge or designee of the Chief Judge shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in Section 4 below. Chief Judge or designee of the Chief Judge approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

25.4: An employee shall have at least one year of full time service with the Court to be eligible for consideration. In the event the employee does not continue employment for one (1) year following completion of one course or two (2) years following completing two or more courses or obtaining a degree or certificate, the employee shall repay all the reimbursement to the Court.

25.5: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification based upon completion of the course or attainment of a degree or certification.

25.6: An employee shall be entitled, with written authorization from the Court, to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Court. The employee shall not be entitled to utilize the resources of the Court including supplies, equipment, or personnel without supervisory approval. Failure to comply without either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE 26
HEALTH, LIFE AND DENTAL CARE

26.1: Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 – Employee
\$200 – Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)

\$ 600.00 Employee
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs
\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$500 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

FC - Dependent Eligibility

SD --Sponsored Dependent

PD-CM - Contraceptive Medications

PCD – Contraceptive Devices

The Employer shall pay the total cost of premiums of full time regular employees with the following exceptions:

- A. Employees hired on or after January 1, 1986 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- B. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after January 1, 1986 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after January 1, 1986 shall be subject to the preceding subsection b.
- D. Employee premium cost shall be paid by way of payroll deduction.

Part time regular employees, should they choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

26.2: Each full time employee eligible to participate in the plan shall be entitled to

select any one of the following options in the place of the core plan.

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$500 Maximum Annual In Network Preventative Services

VCA 80 - Vision Care

HCA - Hearing Care

PD-CM - Contraceptive Medications

PCD - Contraceptive Devices

\$15.00 Office Visit Co-Pay

No Out-Of-Pocket Maximum Plus Deductible (Excluding Mental Health Care Services)

Annual Employee Cash Cost (Deducted bi-weekly)

\$ 750.00 - Single Plan

\$1,250.00 - Two Person Plan

\$1,500.00 - Family Plan

B. OPTION III NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be-entitled annual compensation-as-follows:

\$ 650 - One Person subscriber

\$1100 - Two Person subscriber

\$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

26.3: The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

26.4: All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods each month.

26.5: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE PLAN (Premium paid by the County)

* Plan 100 50/50 to an annual maximum of \$1000 per individual.

* Class III Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

* \$200 to a flexible reimbursement account.

C. OPTION II

* \$150 cash rebate.

26.6: Effective July 1, 2006 an employee participating in the County Health Care Plan shall be entitled to a prefunded Health Reimbursement Account (HRA) from which he or she may pay for unreimbursed health care expenses.

A. Effective each January 1, 2006 and in years subsequent on January 1 a participating employee's HRA shall be credited as follows.

250 Credits – Single Plan Coverage
500 Credits– Two Person Plan Coverage
750 Credits– Family Plan Coverage

B. Unreimbursed health care expenses are limited to plan co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.

C. Unused credits shall accrue from year-to-year and into retirement when the employee is eligible for a pension from the County.

D. A single credit shall be equal to a single dollar but shall have no cash value for any purpose except for payment of unreimbursed health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.

E. Upon termination of employment, except as defined in the following subsection F, all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee's beneficiary or estate.

F. In the event the employee retires or defers retirement as defined by the St. Clair County Retirement Plan, his or her credits shall be carried forward into retirement for the purpose of reimbursement of health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs. Retirement and deferred retirement shall mean eligibility for and receipt of a pension from the St. Clair County Retirement Plan.

26.7: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

26.8: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

ARTICLE 27
LIFE INSURANCE

27.1: A full time employee shall be eligible for life insurance in the amount of \$40,000.

OPTION 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

OPTION 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

27.2: On an approved leave of absence without pay, the employee may continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

27.3: In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

ARTICLE 28
SICK DAYS AND DISABILITY INSURANCE

28.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

28.2: Full time regular employees shall be entitled to accrue sick days to a maximum of forty (40) days.

28.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child.

28.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

28.5: An employee who uses two (2) sick days in a thirty (30) calendar day period or six (6) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for six (6) calendar months. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

28.6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

28.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled

employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan and/or Social Security.

28.8: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits.

28.9: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification reasonably equivalent to the classification held at the time of disability.

28.10: Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions.

A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.

B. The County shall require prepayment of all premium costs.

28.11: The employee shall be entitled to select either the core salary continuation (disability) plan or Option I as follows:

A. CORE PLAN

- * 66 2/3% of base salary
- * 5 years from date of disability
- * \$4,000 monthly maximum

B. OPTION I

- * 70% of base salary
- * Benefit to age 65
- * \$6,000 monthly maximum

The employee electing Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Plan and Option I at the County's Group Rate.

28.12: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

28.13: The employee shall be eligible to supplement disability compensation with sick days, compensatory time and/or vacation on a ratio of one (1) vacation day to three (3)

days of absence in order to remain at full normal gross salary.

28.14: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

28.15: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 21 - Leave of Absence. The seniority of an employee on an approved leave of absence shall be protected for one (1) year.

28.16: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

28.17: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

ARTICLE 29 FUNERAL LEAVE

29.1: Members of the Bargaining Unit shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

29.2: The employee shall be required to provide proof of death of a family member or

relative.

29.3: One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

ARTICLE 30 VACATIONS

30.1: Effective July 1, 2006 all full time regular employees shall be entitled to vacations according to the following schedule. No employee shall be adversely affected by the implementation of this schedule. An adversely affected employee shall remain at his or her annual vacation credit in the previous vacation schedule until such time as the employee attains a level of seniority that entitles the employee to an increase in annual vacation credit.

<u>Years of Service</u>	<u>Days</u>
6 Months	5
1	5
18 Months	5
2	5
3 - 4	10
5 - 9	15
10 - 14	18
15 - 19	20
20 - 24	25
25+	30

30.2: The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment.

30.3: Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

30.4: An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any one time.

30.5: Vacation days must have the prior approval of the Court to be used. Approval shall be contingent upon meeting the operational needs of the Court but approval shall not be unreasonable withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

30.6: A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

30.7: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from the date of separation retroactive to the employee's last anniversary of employment. Be it provided, however, that such payoff of unused days

shall not exceed thirty-five (35) days of pay.

ARTICLE 31

HOLIDAYS

31.1: Full time regular employees are entitled to the holidays determined by the State Supreme Court Administrator's Office.

31.2: When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated the following Monday.

31.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

31.4: Full time employees shall, at the employee's option, be compensated for work performed on a holiday.

Option 1 - The employee shall be compensated at two and one-half (2-1/2) times the base hourly rate.

Option 2 - The employee shall be compensated at one and one-half (1-1/2) times the base hourly rate and granted an hour for our vacation credit.

31.5 The Court shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. Be it provided that the employee shall give sufficient notice to provide the Court with opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the Court. The Court will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

31.6 In the event the Michigan Supreme Court shall reduce or otherwise modify the number or dates of holidays subsequent to 1997, the Court, County and Association shall meet in a timely manner to discuss the reduction or modification of holidays. The members of the Association shall not be made to suffer a reduction or modification of holidays unless the reduction or modification is consistent with the schedule of holidays celebrated by the majority of the County's employees.

ARTICLE 32

SERVICE RECOGNITION

32.1: Full time regular employees hired before October 26, 1994 are eligible for a lump sum payment in recognition of their years of continual service based on the following schedule effective July 1, 2006:

Years of <u>Service</u>	% of Base <u>Salary</u>	Maximum payment <u>shall not exceed</u>
10 - 14	4%	\$ 1,000
15 - 19	6%	\$ 1,500

20 - 24	8%	\$ 2,000
25+	10%	\$ 2,500

32.2: Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first full pay period following the date of their anniversary of full time employment.

32.3: In the event an eligible employee's anniversary occurs during an approved leave of absence, the employee shall be entitled to a lump sum payment. The payment shall be prorated to reflect leave without pay or reduced pay.

32.3: Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of honorable employment termination, retirement or death in service.

ARTICLE 33 JURY DUTY AND SUBPOENA AND WITNESS FEE

33.1: Employees who are called to serve as Jurors shall continue to receive their normal pay. Any compensation, not including reimbursements of actual expenses, provided an employee as a Juror will be surrendered to the County Treasurer.

33.2: Employees who are subpoenaed to produce records to act as a witness shall continue to receive their normal pay when employment related. Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

ARTICLE 34 MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

34.1: Employees who use their personal vehicles on business required by the Court shall be reimbursed at the maximum rate allowable by the US Department of Internal Revenue.

34.2: Court approved expenses for out of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities.

ARTICLE 35
WAGES

2.5% - Effective July 1, 2006

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Wills & Estates Clerk	\$28,785	\$29,233	\$29,675	\$30,682	\$31,692		
Account Clerk III	\$34,981	\$35,517	\$36,219	\$37,536	\$38,921		
Clerk Typist I	\$28,203	\$28,642	\$29,076	\$30,058	\$31,044		
Clerk Typist II	\$29,552	\$30,058	\$30,538	\$31,552	\$32,649		
Clerk Stenographer	\$29,552	\$30,058	\$30,538	\$31,552	\$32,649		
Estates Analyst	\$33,782	\$34,364	\$34,981	\$36,219	\$37,536		
Legal Stenographer	\$33,782	\$34,364	\$34,981	\$36,219	\$37,536		
Mental Health Clerk	\$29,552	\$30,058	\$30,538	\$31,552	\$32,649		
Public Guard Office Mgr.	\$36,658	\$37,193	\$37,896	\$39,331	\$40,599		
Secretary	\$32,649	\$33,200	\$33,782	\$34,981	\$36,219		
Deputy Probate Registrar	\$30,433	\$30,998	\$31,573	\$32,747	\$33,966	\$35,236	
Court Reporter	\$41,449	\$42,278	\$43,122	\$44,845	\$46,640	\$48,502	\$50,443

2.0% - Effective July 1, 2007

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Wills & Estates Clerk	\$29,361	\$29,818	\$30,268	\$31,296	\$32,326		
Account Clerk III	\$35,681	\$36,228	\$36,944	\$38,286	\$39,700		
Clerk Typist I	\$28,767	\$29,214	\$29,658	\$30,659	\$31,665		
Clerk Typist II	\$30,143	\$30,659	\$31,149	\$32,183	\$33,302		
Clerk Stenographer	\$30,143	\$30,659	\$31,149	\$32,183	\$33,302		
Estates Analyst	\$34,458	\$35,051	\$35,681	\$36,944	\$38,286		
Legal Stenographer	\$34,458	\$35,051	\$35,681	\$36,944	\$38,286		
Mental Health Clerk	\$30,143	\$30,659	\$31,149	\$32,183	\$33,302		
Public Guard Office Mgr.	\$37,391	\$37,937	\$38,654	\$40,118	\$41,411		
Secretary	\$33,302	\$33,864	\$34,458	\$35,681	\$36,944		
Deputy Probate Registrar	\$31,042	\$31,618	\$32,205	\$33,402	\$34,646	\$35,941	
Court Reporter	\$42,278	\$43,124	\$43,984	\$45,742	\$47,572	\$49,472	\$51,452

2.0% - Effective July 1, 2008

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Wills & Estates Clerk	\$29,948	\$30,414	\$30,874	\$31,922	\$32,972		
Account Clerk III	\$36,394	\$36,952	\$37,683	\$39,052	\$40,494		
Clerk Typist I	\$29,342	\$29,799	\$30,251	\$31,272	\$32,298		
Clerk Typist II	\$30,746	\$31,272	\$31,772	\$32,826	\$33,968		
Clerk Stenographer	\$30,746	\$31,272	\$31,772	\$32,826	\$33,968		
Estates Analyst	\$35,147	\$35,752	\$36,394	\$37,683	\$39,052		
Legal Stenographer	\$35,147	\$35,752	\$36,394	\$37,683	\$39,052		
Mental Health Clerk	\$30,746	\$31,272	\$31,772	\$32,826	\$33,968		
Public Guard Office Mgr.	\$38,139	\$38,696	\$39,427	\$40,920	\$42,239		
Secretary	\$33,968	\$34,541	\$35,147	\$36,394	\$37,683		
Deputy Probate Registrar	\$31,663	\$32,250	\$32,849	\$34,070	\$35,339	\$36,660	
Court Reporter	\$43,123	\$43,986	\$44,864	\$46,657	\$48,524	\$50,461	\$52,481

2.0% - Effective July 1, 2009

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Wills & Estates Clerk	\$30,547	\$31,022	\$31,491	\$32,560	\$33,632		
Account Clerk III	\$37,122	\$37,691	\$38,436	\$39,833	\$41,304		
Clerk Typist I	\$29,929	\$30,395	\$30,856	\$31,898	\$32,944		
Clerk Typist II	\$31,361	\$31,898	\$32,407	\$33,483	\$34,648		
Clerk Stenographer	\$31,361	\$31,898	\$32,407	\$33,483	\$34,648		
Estates Analyst	\$35,850	\$36,468	\$37,122	\$38,436	\$39,833		
Legal Stenographer	\$35,850	\$36,468	\$37,122	\$38,436	\$39,833		
Mental Health Clerk	\$31,361	\$31,898	\$32,407	\$33,483	\$34,648		
Public Guard Office Mgr.	\$38,902	\$39,470	\$40,216	\$41,739	\$43,084		
Secretary	\$34,648	\$35,232	\$35,850	\$37,122	\$38,436		
Deputy Probate Registrar	\$32,296	\$32,895	\$33,506	\$34,751	\$36,045	\$37,393	
Court Reporter	\$43,986	\$44,866	\$45,761	\$47,590	\$49,494	\$51,471	\$53,531

2.0% - Effective July 1, 2010

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Wills & Estates Clerk	\$31,158	\$31,643	\$32,121	\$33,212	\$34,304		
Account Clerk III	\$37,865	\$38,445	\$39,205	\$40,630	\$42,130		
Clerk Typist I	\$30,528	\$31,003	\$31,473	\$32,536	\$33,603		
Clerk Typist II	\$31,988	\$32,536	\$33,055	\$34,152	\$35,341		
Clerk Stenographer	\$31,988	\$32,536	\$33,055	\$34,152	\$35,341		
Estates Analyst	\$36,567	\$37,197	\$37,865	\$39,205	\$40,630		
Legal Stenographer	\$36,567	\$37,197	\$37,865	\$39,205	\$40,630		
Mental Health Clerk	\$31,988	\$32,536	\$33,055	\$34,152	\$35,341		
Public Guard Office Mgr.	\$39,680	\$40,259	\$41,020	\$42,573	\$43,946		
Secretary	\$35,341	\$35,936	\$36,567	\$37,865	\$39,205		
Deputy Probate Registrar	\$32,942	\$33,553	\$34,176	\$35,446	\$36,766	\$38,141	
Court Reporter	\$44,866	\$45,763	\$46,676	\$48,541	\$50,484	\$52,500	\$54,601

ARTICLE 34
TERM OF AGREEMENT

34.1: This agreement shall be in effect and become operative on July 1, 2006, and shall continue in operation and effect through June 30, 2011. If either party hereto desires to terminate, modify or amend this agreement it shall, at least ninety (90) days prior to June 30, 2011 give notice in writing to the Employer or to the Association as the case may be of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after June 30, 2011 subject to termination or modification, thereafter by either party upon ten (10) days written notice.

34.2: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidates any portion of this Agreement, the entire agreement shall not be invalidated. Should any portion, by such circumstance as provided above, become invalid, either party may request and the parties shall meet to negotiate the invalidated portion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, _____.

ST. CLAIR COUNTY PROBATE/
FAMILY COURT CLERICAL
EMPLOYEES ASSOCIATION

THE COUNTY OF ST. CLAIR
MICHIGAN

Christine A. Regan
President

Elwood L. Brown
Chief Judge of Probate

Kathleen Chickonoski
Committee Person

James P. Adair
Chief Judge 31st Circuit Court Family Division

Robert Wines, Staff Representative
POAM

Patricia Anger
Chairperson, Board of Commissioners

Marilyn Dunn, County Clerk

LETTER OF UNDERSTANDING
REGARDING THE
SENIORITY OF
KARYN HAGEDON-NIXON

The St. Clair County Probate Court (hereafter the Court) and the Probate Court Clerical Employees T.P.O.A.M. (hereafter the ASSOCIATION) do hereby establish and agree to the seniority of bargaining unit member Karyn Hagedon-Nixon as follows.

1. For purposes of calculating fringe benefits and any other benefits under the collective bargaining agreement not otherwise abridged by this letter of understanding, Karyn Hagedon-Nixon's original date of hire shall be applied. Mrs. Hagedon-Nixon's seniority began upon employment with the Court January 2, 1979.

2. Mrs. Hagedon-Nixon shall be entitled to bargaining unit seniority based upon half the seniority she earned with the Court upon becoming a member of the bargaining unit. In accordance with this understanding Mrs. Hagedon-Nixon shall be entitled to a seniority date of April 13, 1987 for the purposes of awarding seniority for;

- a. selection of vacation time off work,
- b. layoff, and/or
- c. promotion, should seniority be a factor in promotion.

ST. CLAIR COUNTY PROBATE/
FAMILY COURT CLERICAL
EMPLOYEES ASSOCIATION

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MICHIGAN

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Kathleen Chickonoski
Committee Person

James P. Adair
Chief Judge 31st Circuit Court Family Division

Robert Wines, Staff Representative
POAM

Patricia Anger
Chairperson, Board of Commissioners

Marilyn Dunn, County Clerk

Date: _____

Date: _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 24 - RETIREMENT

1. County contributions to Pension [24.3]

The County's contribution in calendar years subsequent to 2006 shall increase no more than one percent (1%) in a calendar year regardless of the annual recommended actuarial amount. In the event the increase in the annual recommended actuarial amount is greater than one percent (1%) the overage shall be attributed to the subsequent calendar year(s) until such time as the annual actuarially recommended amount is contributed, including the overage amount. In the event the annual recommended actuarial amount is a reduction, the employer shall be entitled to, but is not required to, reduce the amount even if such reduction is greater than one percent (1%).

2. Employee contributions to Health Care [24.4]

The employee shall be entitled to pay the health care premium costs from his or her contributions.

A. The employee upon making an application for retirement must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

B. The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

3. Deferred Pension and Retiree Health Care Contributions [24.9]

A. An employee is not required to withdraw his or her contributions upon termination of employment.

B. Pension contributions left in the plan are deferred until such time as when the former employee shall be eligible for a retirement pension.

C. The employee that leaves his or her contributions in the Retiree Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.

D. The employee that leaves his or her contributions in the Retiree Health Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the terms and conditions stipulated in Article 24 - Retirement.

4. Retirement plan selection from the Original Plan to the Modified Plan [24.8 & 9]

- A. The employee must contribute to the retiree health care account established in Article 24 – Retirement, 24.5 or be ineligible for plan paid health care as a retiree.
- B. The employee's contribution to the retiree health care account shall be effective upon July 1, 2006 the implementation date of the collective bargaining agreement.
- C. The employee shall make his or her selection know to the Human Resources Director or designee in writing no later than December 29, 2006, which is the final working day of 2006.
- D. The employee shall not be eligible to change his or her selection from the Original Plan to the Modified Plan after December 29, 2006.
- E. The employee's written selection notice shall be irrevocable after December 29, 2006.
- F. The employee that selects the Modified Plan shall be eligible for health care as a retiree upon attaining twenty (20) actual years of service contributions to the retirement system.
- G. The employee that selects the Modified Plan shall be ineligible for any rights, benefits, terms and conditions applicable to the Original Plan.

ST. CLAIR COUNTY PROBATE/
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Committee Person

James P. Adair
Chief Judge 31st Circuit Court Family Division

Robert Wines, Staff Representative
POAM

Patricia Anger
Chairperson, Board of Commissioners

Marilyn Dunn, County Clerk

Date: _____

Date: _____

RESOLUTION – 06 - 23
ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF ST. CLAIR
BOARD OF COUNTY COMMISSIONERS
AND
PROSECUTING ATTORNEY CLERICAL EMPLOYEES
AFSCME, LOCAL 1089

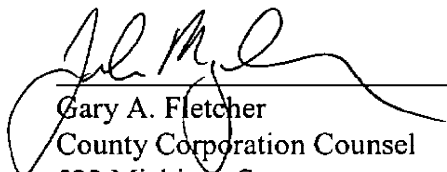
WHEREAS, the **Prosecuting Attorney Clerical Employees – AFSCME, Local 1089** is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the **Prosecuting Attorney** and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

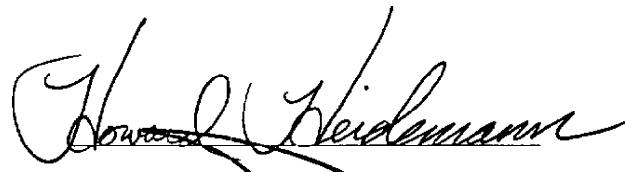
NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit “A”), for the period **July 1, 2005** through **June 30, 2009** is hereby approved and adopted.

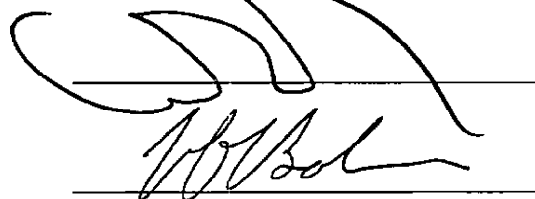
Date

Reviewed and Approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060





SECTION 3

The Employer shall have the right to discipline or discharge any employee participating in such interference's and the Union agrees not to oppose such action. It is understood, however, that the Union shall have recourse to the Grievance Procedure as to the matters of fact in the alleged action of such employees.

SECTION 4

The Employer will not lock out any employee during the term of this Agreement.

ARTICLE 44 **DISCRIMINATION AND HARASSMENT**

SECTION 1

The Employer and its supervisors and the Union and its members agree that all employees are entitled to a work place free of discrimination, sexual, racial or religious in nature and physical, sexual or verbal abuse. The Employer and the Union agree to take action to prevent any such unacceptable conduct and to deal with any related complaints in a fair, impartial and timely manner.

SECTION 2

The Employer will endeavor to train supervisors, elected officials, managers and Department Heads in the proper administration of this Agreement including the subject of unlawful harassment. The Union will also endeavor to train its officers and stewards as to the proper administration of this agreement and will further endeavor to educate its members as to the subject of unlawful harassment.

SECTION 3

A. HOSTILE WORK ENVIRONMENT DEFINED

A hostile work environment exists only when an employee is made to suffer based on the following circumstances.

1. The employee is made to suffer ridicule, abuse or disparate treatment based on his or gender, race, ethnicity, religion or disability.
2. The sources of the hostile treatment is a supervisor, co-worker or customer. In other words, the hostility must be of human origin.
3. The hostile activity occurs on the County's premises, workplace or on the way to or from the County's workplace.

B. EVIDENCE OF A HOSTILE WORK ENVIRONMENT

The environment is hostile when it creates fear, intimidation, ostracizes, psychologically or physically threatens, embarrasses, ridicules or in some other way unreasonably over burdens or precludes an employee from reasonably performing his or her work.

C. DEPARTMENT HEAD AND SUPERVISORY RESPONSIBILITY

The department head and/or supervisor have the following obligations and responsibilities.

1. The department head and/or supervisor must be proactive in responding to any act of hostility and harassment even absent an employee complaint. In other words, it is the responsibility of the department head and/or supervisor to take whatever action necessary to maintain a work environment free of hostility as defined by this policy.

2. The department head and/or supervisor must take any complaint seriously and investigate thoroughly.
3. The department head and/or supervisor must report any allegations or complaints of a hostile work environment to the Human Resources Department.
4. The department head and/or supervisor must take necessary corrective action.

ARTICLE 45

2.5% Effective July 1, 2005

I. - CLERICAL/ACCOUNTING SERIES	START	6 MOS	1 YEAR	2 YEAR	3 YEAR
Account Clerk I	\$27,067	\$27,507	\$27,984	\$28,973	\$29,994
Account Clerk II	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Account Clerk III	\$33,440	\$33,975	\$34,683	\$36,005	\$37,398
Accounts Receivable Clerk	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Accounts Payable Clerk	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Accountant/Financial Systems Manager	\$44,540	\$45,461	\$46,386	\$48,210	\$50,012
Administrative Services Secretary	\$32,083	\$32,670	\$33,276	\$34,522	\$35,843
Assistant Deputy Treasurer	\$37,100	\$38,581	\$40,124	\$41,729	\$43,397
Business Office Manager	\$44,540	\$45,461	\$46,386	\$48,210	\$50,012
Clerk	\$25,304	\$25,747	\$26,186	\$27,067	\$27,984
Clerk Stenographer	\$27,984	\$28,493	\$28,973	\$29,994	\$31,096
Clerk Typist I	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Clerk Typist II	\$27,984	\$28,493	\$28,973	\$29,994	\$31,096
Civil Court Clerk	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Elections Clerk	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Emergency Management Program Specialist	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Environmental Health Clerk	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Executive Secretary	\$32,232	\$32,819	\$33,440	\$34,683	\$36,005
Financial Data Systems Coordinator	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Fiscal/Risk Management Coordinator	\$42,966	\$43,630	\$44,540	\$46,191	\$47,912
Imaging Clerk	\$25,304	\$25,747	\$26,186	\$27,067	\$27,984
Legal Stenographer	\$32,232	\$32,819	\$33,440	\$34,683	\$36,005
Office Assistant	\$24,132	\$24,499	\$24,901	\$25,747	\$26,627
Parks Office Manager	\$33,440	\$33,975	\$34,683	\$36,005	\$37,398
Purchasing Clerk	\$33,440	\$33,975	\$34,683	\$36,005	\$37,398
Receivables/Grant Accountant	\$42,966	\$43,630	\$44,540	\$46,191	\$47,912
Secretary	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Storm Water Education Assistant	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Vital Statistics Clerk	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
II. - MAINTENANCE UNSKILLED SERIES	START	6 MOS	1 YEAR	2 YEAR	3 YEAR
Airport Buildings & Grounds Worker	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Appraiser Trainee	\$30,633	\$31,195	\$31,755	\$33,156	\$34,168
Building & Grounds Worker	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Cook I	\$26,746	\$27,195	\$27,637	\$28,543	\$29,566
Cook II	\$28,543	\$29,030	\$29,566	\$30,576	\$31,668
Custodian I	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Custodian II	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Dog Warden I	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Dog Warden II	\$32,232	\$32,819	\$33,440	\$34,683	\$36,005
Dog Warden, Sr	\$34,746	\$35,413	\$36,074	\$37,467	\$38,936
Drain Maintenance Worker	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Drain Inspector	\$29,482	\$29,994	\$30,547	\$31,648	\$32,819
Equipment Repair/Operator	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Homemaker/Homeaide	\$21,969	\$22,306	\$22,679	\$23,396	\$24,139
Laundry Worker	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Maintenance Worker	\$32,083	\$32,670	\$33,277	\$34,521	\$35,843
Park Ranger	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Park Manager	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863
III. HOURLY RATED EMPLOYEES	START	6 MOS	1 YEAR	2 YEAR	3 YEAR
Assistant Branch Librarian	\$12.20	\$12.40	\$12.59	\$12.98	\$13.46
Branch Librarian	\$13.46	\$13.65	\$13.89	\$14.34	\$14.86
Dental Hygienist	\$23.51				
Environmental Health Aide	\$12.20	\$12.40	\$12.59	\$12.98	\$13.46
Landfill Attendant II	\$12.86	\$13.06	\$13.25	\$13.69	\$14.11
Shipping/Receiving/Mail Clerk	\$12.20	\$12.40	\$12.59	\$12.98	\$13.46
Technical Systems Assistant	\$15.95	\$16.23	\$16.52	\$17.15	\$17.79

JULY 1, 2005 CONTINUED

<u>IV. TECHNICAL/PROFESSIONAL SERIES</u>	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Airport Attendant I	\$24,132	\$24,499	\$24,901	\$25,747	\$26,627
Airport Attendant II	\$29,482	\$29,994	\$30,547	\$31,649	\$32,819
Appraiser I	\$35,346	\$36,005	\$36,699	\$38,093	\$39,594
Appraiser II	\$40,605	\$41,377	\$42,184	\$43,830	\$45,553
Appraiser, Sr.	\$46,058	\$46,977	\$47,903	\$49,727	\$51,528
Assistant Emergency Services Coordinator	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863
Branch Librarian	\$26,252	\$26,603	\$27,105	\$27,956	\$28,984
Computer Application Specialist	\$33,772	\$34,396	\$35,046	\$36,366	\$38,161
Communication Sys. Network Tech.	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Dental Aide/Clerk	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Dental Hygienist	\$45,840	\$46,531	\$47,471	\$49,125	\$50,608
Drain Fieldman	\$36,329	\$37,023	\$37,730	\$39,190	\$40,719
Environmental Health Educator	\$36,962	\$38,641	\$40,043	\$41,723	\$43,122
Environmental Health Field Coordinator	\$49,700	\$50,489	\$51,422	\$53,165	\$54,868
GIS Analyst	\$40,028	\$40,789	\$41,575	\$43,237	\$44,968
GIS Coordinator	\$45,461	\$46,373	\$47,326	\$49,072	\$50,748
GIS-CAD Application Technician	\$36,962	\$38,641	\$40,043	\$41,723	\$43,122
GIS Specialist	\$33,772	\$34,396	\$35,046	\$36,366	\$38,161
4-H Program Assistant	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Home Economist	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Homeland Security Technician	\$25,304	\$25,747	\$26,186	\$27,067	\$27,984
Homeland Security Planner	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863
Horticulture Program Assistant	\$26,628	\$27,067	\$27,507	\$28,493	\$29,482
Information Services Specialist	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Information Systems Network Technician	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Laboratory Technician	\$29,322	\$29,762	\$30,202	\$31,187	\$32,178
Landfill Attendant I	\$24,132	\$24,499	\$24,901	\$25,747	\$26,628
Landfill Attendant II	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Librarian IA	\$37,398	\$38,093	\$38,863	\$40,366	\$41,977
Librarian I	\$40,366	\$41,172	\$41,977	\$43,657	\$45,461
Librarian II	\$43,657	\$44,540	\$45,461	\$47,326	\$49,072
Librarian III	\$45,461	\$46,373	\$47,326	\$49,072	\$50,748
Library Assistant I	\$27,507	\$27,984	\$28,509	\$29,482	\$30,547
Library Assistant II	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Nutrition Dietician	\$33,440	\$33,975	\$34,683	\$36,005	\$37,394
Network Systems Analyst (wage adjustment)	\$49,700	\$50,489	\$51,422	\$53,165	\$54,868
Office Pool Technician	\$33,440	\$33,975	\$34,683	\$36,005	\$37,394
Planner I	\$39,592	\$40,260	\$41,172	\$42,820	\$44,540
Planner II	\$43,657	\$44,540	\$45,461	\$47,326	\$49,072
Planner III	\$52,928	\$53,789	\$54,669	\$56,371	\$57,913
Preprofessional I	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863
Preprofessional II	\$36,699	\$37,398	\$38,093	\$39,594	\$41,172
Project Manager	\$38,863	\$39,594	\$40,366	\$41,977	\$43,657
Property Description Technician	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Property Survey Draftsman I	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Property Survey Draftsman II	\$33,440	\$33,975	\$34,683	\$36,005	\$37,394
Property Survey Draftsman, Sr/Plat Examiner	\$36,699	\$37,398	\$38,093	\$39,594	\$41,172
Sanitarian	\$42,820	\$43,657	\$44,540	\$46,379	\$48,222
Sanitarian II	\$44,859	\$45,552	\$46,499	\$48,214	\$50,006
Sr. Communications Technician	\$34,683	\$35,346	\$36,005	\$37,398	\$38,863
Special Events, Marketing/Volunteer Coord.	\$39,592	\$40,260	\$41,172	\$42,820	\$44,540
Staff Accountant	\$42,966	\$43,629	\$44,539	\$46,191	\$47,913
Vaccine Managmt/Immun. Registry Coord.	\$33,440	\$33,975	\$34,683	\$36,005	\$37,394
Video Assistant	\$24,132	\$24,499	\$24,901	\$25,747	\$26,627
Vision & Hearing Coordinator	\$32,083	\$32,670	\$33,277	\$34,521	\$35,843
Vision & Hearing Technician	\$31,096	\$31,648	\$32,232	\$33,440	\$34,683
Web Developer	\$45,461	\$46,373	\$47,326	\$49,072	\$50,748

ARTICLE 45

2.5% Effective July 1, 2006

I. - CLERICAL/ACCOUNTING SERIES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Account Clerk I	\$27,744	\$28,195	\$28,683	\$29,697	\$30,743
Account Clerk II	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Account Clerk III	\$34,276	\$34,824	\$35,550	\$36,905	\$38,333
Accounts Receivable Clerk	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Accounts Payable Clerk	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Accountant/Financial Systems Manager	\$45,654	\$46,597	\$47,546	\$49,415	\$51,262
Administrative Services Secretary	\$32,885	\$33,487	\$34,107	\$35,385	\$36,739
Assistant Deputy Treasurer	\$38,027	\$39,546	\$41,127	\$42,772	\$44,482
Business Office Manager	\$45,654	\$46,597	\$47,546	\$49,415	\$51,262
Clerk	\$25,937	\$26,391	\$26,840	\$27,744	\$28,683
Clerk Stenographer	\$28,683	\$29,205	\$29,697	\$30,743	\$31,874
Clerk Typist I	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Clerk Typist II	\$28,683	\$29,205	\$29,697	\$30,743	\$31,874
Civil Court Clerk	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Elections Clerk	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Emergency Management Program Specialist	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Environmental Health Clerk	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Executive Secretary	\$33,038	\$33,640	\$34,276	\$35,550	\$36,905
Financial Data Systems Coordinator	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Fiscal/Risk Management Coordinator	\$44,040	\$44,721	\$45,654	\$47,345	\$49,109
Imaging Clerk	\$25,937	\$26,391	\$26,840	\$27,744	\$28,683
Legal Stenographer	\$33,038	\$33,640	\$34,276	\$35,550	\$36,905
Office Assistant	\$24,735	\$25,111	\$25,524	\$26,391	\$27,293
Parks Office Manager	\$34,276	\$34,824	\$35,550	\$36,905	\$38,333
Purchasing Clerk	\$34,276	\$34,824	\$35,550	\$36,905	\$38,333
Receivables/Grant Accountant	\$44,040	\$44,721	\$45,654	\$47,345	\$49,109
Secretary	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Storm Water Education Assistant	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Vital Statistics Clerk	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
II. - MAINTENANCE UNSKILLED SERIES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Buildings & Grounds Worker	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Appraiser Trainee	\$31,399	\$31,975	\$32,548	\$33,985	\$35,023
Building & Grounds Worker	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Cook I	\$27,415	\$27,875	\$28,328	\$29,257	\$30,305
Cook II	\$29,257	\$29,756	\$30,305	\$31,340	\$32,460
Custodian I	\$24,735	\$25,111	\$25,524	\$26,391	\$27,294
Custodian II	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Dog Warden I	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Dog Warden II	\$33,038	\$33,640	\$34,276	\$35,550	\$36,905
Dog Warden, Sr.	\$35,615	\$36,298	\$36,976	\$38,403	\$39,909
Drain Maintenance Worker	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Drain Inspector	\$30,219	\$30,743	\$31,311	\$32,439	\$33,640
Equipment Repair/Operator	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Homemaker/Homeaide	\$22,518	\$22,864	\$23,246	\$23,981	\$24,742
Laundry Worker	\$24,735	\$25,111	\$25,524	\$26,391	\$27,294
Maintenance Worker	\$32,885	\$33,487	\$34,109	\$35,384	\$36,739
Park Ranger	\$24,735	\$25,111	\$25,524	\$26,391	\$27,294
Park Manager	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
III. HOURLY RATED EMPLOYEES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Assistant Branch Librarian	\$12.50	\$12.71	\$12.90	\$13.30	\$13.79
Branch Librarian	\$13.79	\$13.99	\$14.24	\$14.70	\$15.23
Dental Hygienist	\$24.10				
Environmental Health Aide	\$12.50	\$12.71	\$12.90	\$13.30	\$13.79
Landfill Attendant II	\$13.19	\$13.38	\$13.58	\$14.04	\$14.47
Shipping/Receiving/Mail Clerk	\$12.50	\$12.71	\$12.90	\$13.30	\$13.79
Technical Systems Assistant	\$16.35	\$16.63	\$16.94	\$17.58	\$18.24

JULY 1, 2006 CONTINUED

IV. TECHNICAL/PROFESSIONAL SERIES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Attendant I	\$24,735	\$25,111	\$25,524	\$26,391	\$27,293
Airport Attendant II	\$30,219	\$30,743	\$31,311	\$32,440	\$33,640
Appraiser I	\$36,230	\$36,905	\$37,617	\$39,045	\$40,584
Appraiser II	\$41,621	\$42,412	\$43,238	\$44,926	\$46,692
Appraiser, Sr.	\$47,210	\$48,151	\$49,101	\$50,970	\$52,816
Assistant Emergency Services Coordinator	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
Branch Librarian	\$26,909	\$27,268	\$27,783	\$28,655	\$29,709
Computer Application Specialist	\$34,616	\$35,256	\$35,922	\$37,275	\$39,115
Communication Sys. Network Tech.	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Dental Aide/Clerk	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Dental Hygienist	\$46,986	\$47,694	\$48,658	\$50,353	\$51,874
Drain Fieldman	\$37,237	\$37,949	\$38,674	\$40,170	\$41,737
Environmental Health Educator	\$37,886	\$39,608	\$41,044	\$42,766	\$44,200
Environmental Health Field Coordinator	\$50,943	\$51,752	\$52,708	\$54,494	\$56,240
GIS Analyst	\$41,029	\$41,809	\$42,614	\$44,317	\$46,092
GIS Coordinator	\$46,597	\$47,532	\$48,509	\$50,299	\$52,016
GIS-CAD Application Technician	\$37,886	\$39,608	\$41,044	\$42,766	\$44,200
GIS Specialist	\$34,616	\$35,256	\$35,922	\$37,275	\$39,115
4-H Program Assistant	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Home Economist	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Homeland Security Technician	\$25,937	\$26,391	\$26,840	\$27,744	\$28,683
Homeland Security Planner	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
Horticulture Program Assistant	\$27,294	\$27,744	\$28,195	\$29,205	\$30,219
Information Services Specialist	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Information Systems Network Technician	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Laboratory Technician	\$30,055	\$30,506	\$30,957	\$31,966	\$32,982
Landfill Attendant I	\$24,735	\$25,111	\$25,524	\$26,391	\$27,294
Landfill Attendant II	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Librarian IA	\$38,333	\$39,045	\$39,834	\$41,375	\$43,026
Librarian I	\$41,375	\$42,202	\$43,026	\$44,748	\$46,597
Librarian II	\$44,748	\$45,654	\$46,597	\$48,509	\$50,299
Librarian III	\$46,597	\$47,532	\$48,509	\$50,299	\$52,016
Library Assistant I	\$28,195	\$28,683	\$29,222	\$30,219	\$31,311
Library Assistant II	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Nutrition Dietician	\$34,276	\$34,824	\$35,550	\$36,905	\$38,329
Network Systems Analyst (wage adjustment)	\$50,943	\$51,752	\$52,708	\$54,494	\$56,240
Office Pool Technician	\$34,276	\$34,824	\$35,550	\$36,905	\$38,329
Planner I	\$40,581	\$41,266	\$42,202	\$43,891	\$45,654
Planner II	\$44,748	\$45,654	\$46,597	\$48,509	\$50,299
Planner III	\$54,251	\$55,134	\$56,036	\$57,780	\$59,360
Preprofessional I	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
Preprofessional II	\$37,617	\$38,333	\$39,045	\$40,584	\$42,202
Project Manager	\$39,834	\$40,584	\$41,375	\$43,026	\$44,748
Property Description Technician	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Property Survey Draftsman I	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Property Survey Draftsman II	\$34,276	\$34,824	\$35,550	\$36,905	\$38,329
Property Survey Draftsman, Sr/Plat Examiner	\$37,617	\$38,333	\$39,045	\$40,584	\$42,202
Sanitarian	\$43,891	\$44,748	\$45,654	\$47,539	\$49,428
Sanitarian II	\$45,981	\$46,691	\$47,662	\$49,419	\$51,256
Sr. Communications Technician	\$35,550	\$36,230	\$36,905	\$38,333	\$39,834
Special Events, Marketing/Volunteer Coord.	\$40,581	\$41,266	\$42,202	\$43,891	\$45,654
Staff Accountant	\$44,040	\$44,720	\$45,653	\$47,345	\$49,110
Vaccine Managmt/Immun. Registry Coord.	\$34,276	\$34,824	\$35,550	\$36,905	\$38,329
Video Assistant	\$24,735	\$25,111	\$25,524	\$26,391	\$27,293
Vision & Hearing Coordinator	\$32,885	\$33,487	\$34,109	\$35,384	\$36,739
Vision & Hearing Technician	\$31,874	\$32,439	\$33,038	\$34,276	\$35,550
Web Developer	\$46,597	\$47,532	\$48,509	\$50,299	\$52,016

ARTICLE 45

2.0% Effective July 1, 2007

I. - CLERICAL/ACCOUNTING SERIES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Account Clerk I	\$28,299	\$28,758	\$29,257	\$30,291	\$31,358
Account Clerk II	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Account Clerk III	\$34,961	\$35,520	\$36,261	\$37,643	\$39,100
Accounts Receivable Clerk	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Accounts Payable Clerk	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Accountant/Financial Systems Manager	\$46,567	\$47,529	\$48,497	\$50,403	\$52,287
Administrative Services Secretary	\$33,542	\$34,156	\$34,790	\$36,093	\$37,474
Assistant Deputy Treasurer	\$38,788	\$40,336	\$41,949	\$43,627	\$45,372
Business Office Manager	\$46,567	\$47,529	\$48,497	\$50,403	\$52,287
Clerk	\$26,456	\$26,918	\$27,377	\$28,299	\$29,257
Clerk Stenographer	\$29,257	\$29,789	\$30,291	\$31,358	\$32,511
Clerk Typist I	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Clerk Typist II	\$29,257	\$29,789	\$30,291	\$31,358	\$32,511
Civil Court Clerk	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Elections Clerk	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Emergency Management Program Specialist	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Environmental Health Clerk	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Executive Secretary	\$33,699	\$34,313	\$34,961	\$36,261	\$37,643
Financial Data Systems Coordinator	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Fiscal/Risk Management Coordinator	\$44,921	\$45,615	\$46,567	\$48,292	\$50,092
Imaging Clerk	\$26,456	\$26,918	\$27,377	\$28,299	\$29,257
Legal Stenographer	\$33,699	\$34,313	\$34,961	\$36,261	\$37,643
Office Assistant	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Parks Office Manager	\$34,961	\$35,520	\$36,261	\$37,643	\$39,100
Purchasing Clerk	\$34,961	\$35,520	\$36,261	\$37,643	\$39,100
Receivables/Grant Accountant	\$44,921	\$45,615	\$46,567	\$48,292	\$50,092
Secretary	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Storm Water Education Assistant	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Vital Statistics Clerk	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
II. - MAINTENANCE UNSKILLED SERIES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Buildings & Grounds Worker	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Appraiser Trainee	\$32,027	\$32,614	\$33,199	\$34,664	\$35,723
Building & Grounds Worker	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Cook I	\$27,963	\$28,433	\$28,895	\$29,842	\$30,911
Cook II	\$29,842	\$30,351	\$30,911	\$31,967	\$33,109
Custodian I	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Custodian II	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Dog Warden I	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Dog Warden II	\$33,699	\$34,313	\$34,961	\$36,261	\$37,643
Dog Warden, Sr	\$36,327	\$37,024	\$37,715	\$39,172	\$40,707
Drain Maintenance Worker	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Drain Inspector	\$30,824	\$31,358	\$31,937	\$33,088	\$34,313
Equipment Repair/Operator	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Homemaker/Homeaide	\$22,968	\$23,321	\$23,711	\$24,460	\$25,237
Laundry Worker	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Maintenance Worker	\$33,542	\$34,156	\$34,791	\$36,092	\$37,474
Park Ranger	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Park Manager	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
III. HOURLY RATED EMPLOYEES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Assistant Branch Librarian	\$12.75	\$12.97	\$13.16	\$13.57	\$14.07
Branch Librarian	\$14.07	\$14.27	\$14.52	\$14.99	\$15.54
Dental Hygienist	\$24.58				
Environmental Health Aide	\$12.75	\$12.97	\$13.16	\$13.57	\$14.07
Landfill Attendant II	\$13.45	\$13.65	\$13.86	\$14.32	\$14.76
Shipping/Receiving/Mail Clerk	\$12.75	\$12.97	\$13.16	\$13.57	\$14.07
Technical Systems Assistant	\$16.67	\$16.96	\$17.27	\$17.93	\$18.60

JULY 1, 2007 CONTINUED

<u>IV. TECHNICAL/PROFESSIONAL SERIES</u>	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Airport Attendant I	\$25,230	\$25,613	\$26,034	\$26,918	\$27,839
Airport Attendant II	\$30,824	\$31,358	\$31,937	\$33,089	\$34,313
Appraiser I	\$36,954	\$37,643	\$38,369	\$39,826	\$41,395
Appraiser II	\$42,453	\$43,260	\$44,103	\$45,824	\$47,626
Appraiser, Sr.	\$48,154	\$49,114	\$50,083	\$51,989	\$53,872
Assistant Emergency Services Coordinator	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
Branch Librarian	\$27,447	\$27,813	\$28,338	\$29,228	\$30,303
Computer Application Specialist	\$35,308	\$35,961	\$36,640	\$38,021	\$39,897
Communication Sys. Network Tech.	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Dental Aide/Clerk	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Dental Hygienist	\$47,926	\$48,648	\$49,631	\$51,360	\$52,911
Drain Fieldman	\$37,982	\$38,708	\$39,447	\$40,973	\$42,572
Environmental Health Educator	\$38,643	\$40,400	\$41,865	\$43,621	\$45,084
Environmental Health Field Coordinator	\$51,962	\$52,787	\$53,762	\$55,584	\$57,365
GIS Analyst	\$41,850	\$42,645	\$43,467	\$45,204	\$47,014
GIS Coordinator	\$47,529	\$48,483	\$49,480	\$51,305	\$53,057
GIS-CAD Application Technician	\$38,643	\$40,400	\$41,865	\$43,621	\$45,084
GIS Specialist	\$35,308	\$35,961	\$36,640	\$38,021	\$39,897
4-H Program Assistant	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Home Economist	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Homeland Security Technician	\$26,456	\$26,918	\$27,377	\$28,299	\$29,257
Homeland Security Planner	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
Horticulture Program Assistant	\$27,840	\$28,299	\$28,758	\$29,789	\$30,824
Information Services Specialist	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Information Systems Network Technician	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Laboratory Technician	\$30,656	\$31,116	\$31,576	\$32,606	\$33,642
Landfill Attendant I	\$25,230	\$25,613	\$26,034	\$26,918	\$27,840
Landfill Attendant II	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Librarian IA	\$39,100	\$39,826	\$40,631	\$42,202	\$43,887
Librarian I	\$42,202	\$43,046	\$43,887	\$45,643	\$47,529
Librarian II	\$45,643	\$46,567	\$47,529	\$49,480	\$51,305
Librarian III	\$47,529	\$48,483	\$49,480	\$51,305	\$53,057
Library Assistant I	\$28,758	\$29,257	\$29,807	\$30,824	\$31,937
Library Assistant II	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Nutrition Dietician	\$34,961	\$35,520	\$36,261	\$37,643	\$39,095
Network Systems Analyst (wage adjustment)	\$51,962	\$52,787	\$53,762	\$55,584	\$57,365
Office Pool Technician	\$34,961	\$35,520	\$36,261	\$37,643	\$39,095
Planner I	\$41,393	\$42,092	\$43,046	\$44,769	\$46,567
Planner II	\$45,643	\$46,567	\$47,529	\$49,480	\$51,305
Planner III	\$55,336	\$56,236	\$57,157	\$58,936	\$60,548
Preprofessional I	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
Preprofessional II	\$38,369	\$39,100	\$39,826	\$41,395	\$43,046
Project Manager	\$40,631	\$41,395	\$42,202	\$43,887	\$45,643
Property Description Technician	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Property Survey Draftsman I	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Property Survey Draftsman II	\$34,961	\$35,520	\$36,261	\$37,643	\$39,095
Property Survey Draftsman, Sr/Plat Examiner	\$38,369	\$39,100	\$39,826	\$41,395	\$43,046
Sanitarian	\$44,769	\$45,643	\$46,567	\$48,489	\$50,416
Sanitarian II	\$46,900	\$47,625	\$48,615	\$50,408	\$52,281
Sr. Communications Technician	\$36,261	\$36,954	\$37,643	\$39,100	\$40,631
Special Events, Marketing/Volunteer Coord.	\$41,393	\$42,092	\$43,046	\$44,769	\$46,567
Staff Accountant	\$44,921	\$45,614	\$46,566	\$48,292	\$50,093
Vaccine Managmt/Immun. Registry Coord.	\$34,961	\$35,520	\$36,261	\$37,643	\$39,095
Video Assistant	\$25,230	\$25,613	\$26,034	\$26,918	\$27,839
Vision & Hearing Coordinator	\$33,542	\$34,156	\$34,791	\$36,092	\$37,474
Vision & Hearing Technician	\$32,511	\$33,088	\$33,699	\$34,961	\$36,261
Web Developer	\$47,529	\$48,483	\$49,480	\$51,305	\$53,057

ARTICLE 45

2.0% Effective July 1, 2008

I. - CLERICAL/ACCOUNTING SERIES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Account Clerk I	\$28,865	\$29,334	\$29,842	\$30,897	\$31,985
Account Clerk II	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Account Clerk III	\$35,660	\$36,231	\$36,986	\$38,396	\$39,882
Accounts Receivable Clerk	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Accounts Payable Clerk	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Accountant/Financial Systems Manager	\$47,498	\$48,480	\$49,467	\$51,411	\$53,333
Administrative Services Secretary	\$34,213	\$34,839	\$35,485	\$36,815	\$38,224
Assistant Deputy Treasurer	\$39,564	\$41,143	\$42,788	\$44,500	\$46,280
Business Office Manager	\$47,498	\$48,480	\$49,467	\$51,411	\$53,333
Clerk	\$26,985	\$27,457	\$27,925	\$28,865	\$29,842
Clerk Stenographer	\$29,842	\$30,385	\$30,897	\$31,985	\$33,162
Clerk Typist I	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Clerk Typist II	\$29,842	\$30,385	\$30,897	\$31,985	\$33,162
Civil Court Clerk	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Elections Clerk	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Emergency Management Program Specialist	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Environmental Health Clerk	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Executive Secretary	\$34,373	\$34,999	\$35,660	\$36,986	\$38,396
Financial Data Systems Coordinator	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Fiscal/Risk Management Coordinator	\$45,819	\$46,528	\$47,498	\$49,258	\$51,093
Imaging Clerk	\$26,985	\$27,457	\$27,925	\$28,865	\$29,842
Legal Stenographer	\$34,373	\$34,999	\$35,660	\$36,986	\$38,396
Office Assistant	\$25,734	\$26,125	\$26,555	\$27,457	\$28,396
Parks Office Manager	\$35,660	\$36,231	\$36,986	\$38,396	\$39,882
Purchasing Clerk	\$35,660	\$36,231	\$36,986	\$38,396	\$39,882
Receivables/Grant Accountant	\$45,819	\$46,528	\$47,498	\$49,258	\$51,093
Secretary	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Storm Water Education Assistant	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Vital Statistics Clerk	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
II. - MAINTENANCE UNSKILLED SERIES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Airport Buildings & Grounds Worker	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Appraiser Trainee	\$32,667	\$33,266	\$33,863	\$35,358	\$36,437
Building & Grounds Worker	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Cook I	\$28,523	\$29,001	\$29,472	\$30,439	\$31,530
Cook II	\$30,439	\$30,958	\$31,530	\$32,606	\$33,771
Custodian I	\$25,734	\$26,125	\$26,555	\$27,457	\$28,397
Custodian II	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Dog Warden I	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Dog Warden II	\$34,373	\$34,999	\$35,660	\$36,986	\$38,396
Dog Warden, Sr	\$37,054	\$37,764	\$38,470	\$39,955	\$41,521
Drain Maintenance Worker	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Drain Inspector	\$31,440	\$31,985	\$32,576	\$33,750	\$34,999
Equipment Repair/Operator	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Homemaker/Homeaide	\$23,428	\$23,787	\$24,185	\$24,949	\$25,742
Laundry Worker	\$25,734	\$26,125	\$26,555	\$27,457	\$28,397
Maintenance Worker	\$34,213	\$34,839	\$35,487	\$36,814	\$38,224
Park Ranger	\$25,734	\$26,125	\$26,555	\$27,457	\$28,397
Park Manager	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
III. HOURLY RATED EMPLOYEES	START	6.MOS	1 YEAR	2 YEAR	3 YEAR
Assistant Branch Librarian	13.01	13.23	13.42	13.84	14.35
Branch Librarian	14.35	14.56	14.81	15.29	15.85
Dental Hygienist	25.08				
Environmental Health Aide	13.01	13.23	13.42	13.84	14.35
Landfill Attendant II	13.72	13.93	14.13	14.60	15.05
Shipping/Receiving/Mail Clerk	13.01	13.23	13.42	13.84	14.35
Technical Systems Assistant	17.01	17.30	17.62	18.29	18.98

JULY 1, 2008 CONTINUED

<u>IV. TECHNICAL/PROFESSIONAL SERIES</u>	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Airport Attendant I	\$25,734	\$26,125	\$26,555	\$27,457	\$28,396
Airport Attendant II	\$31,440	\$31,985	\$32,576	\$33,751	\$34,999
Appraiser I	\$37,693	\$38,396	\$39,136	\$40,623	\$42,223
Appraiser II	\$43,302	\$44,125	\$44,985	\$46,741	\$48,578
Appraiser, Sr.	\$49,117	\$50,097	\$51,085	\$53,029	\$54,950
Assistant Emergency Services Coordinator	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
Branch Librarian	\$27,996	\$28,370	\$28,905	\$29,812	\$30,909
Computer Application Specialist	\$36,014	\$36,680	\$37,373	\$38,781	\$40,695
Communication Sys. Network Tech.	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Dental Aide/Clerk	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Dental Hygienist	\$48,884	\$49,621	\$50,623	\$52,388	\$53,969
Drain Fieldman	\$38,742	\$39,482	\$40,236	\$41,792	\$43,423
Environmental Health Educator	\$39,416	\$41,208	\$42,702	\$44,493	\$45,985
Environmental Health Field Coordinator	\$53,001	\$53,842	\$54,837	\$56,695	\$58,512
GIS Analyst	\$42,687	\$43,498	\$44,336	\$46,108	\$47,954
GIS Coordinator	\$48,480	\$49,453	\$50,469	\$52,331	\$54,118
GIS-CAD Application Technician	\$39,416	\$41,208	\$42,702	\$44,493	\$45,985
GIS Specialist	\$36,014	\$36,680	\$37,373	\$38,781	\$40,695
4-H Program Assistant	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Home Economist	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Homeland Security Technician	\$26,985	\$27,457	\$27,925	\$28,865	\$29,842
Homeland Security Planner	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
Horticulture Program Assistant	\$28,397	\$28,865	\$29,334	\$30,385	\$31,440
Information Services Specialist	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Information Systems Network Technician	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Laboratory Technician	\$31,269	\$31,738	\$32,207	\$33,258	\$34,315
Landfill Attendant I	\$25,734	\$26,125	\$26,555	\$27,457	\$28,397
Landfill Attendant II	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Librarian IA	\$39,882	\$40,623	\$41,444	\$43,046	\$44,765
Librarian I	\$43,046	\$43,906	\$44,765	\$46,556	\$48,480
Librarian II	\$46,556	\$47,498	\$48,480	\$50,469	\$52,331
Librarian III	\$48,480	\$49,453	\$50,469	\$52,331	\$54,118
Library Assistant I	\$29,334	\$29,842	\$30,403	\$31,440	\$32,576
Library Assistant II	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Nutrition Dietician	\$35,660	\$36,231	\$36,986	\$38,396	\$39,877
Network Systems Analyst (wage adjustment)	\$53,001	\$53,842	\$54,837	\$56,695	\$58,512
Office Pool Technician	\$35,660	\$36,231	\$36,986	\$38,396	\$39,877
Planner I	\$42,221	\$42,934	\$43,906	\$45,664	\$47,498
Planner II	\$46,556	\$47,498	\$48,480	\$50,469	\$52,331
Planner III	\$56,443	\$57,361	\$58,300	\$60,114	\$61,758
Preprofessional I	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
Preprofessional II	\$39,136	\$39,882	\$40,623	\$42,223	\$43,906
Project Manager	\$41,444	\$42,223	\$43,046	\$44,765	\$46,556
Property Description Technician	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Property Survey Draftsman I	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Property Survey Draftsman II	\$35,660	\$36,231	\$36,986	\$38,396	\$39,877
Property Survey Draftsman, Sr/Plat Examiner	\$39,136	\$39,882	\$40,623	\$42,223	\$43,906
Sanitarian	\$45,664	\$46,556	\$47,498	\$49,459	\$51,425
Sanitarian II	\$47,838	\$48,577	\$49,587	\$51,416	\$53,327
Sr. Communications Technician	\$36,986	\$37,693	\$38,396	\$39,882	\$41,444
Special Events, Marketing/Volunteer Coord.	\$42,221	\$42,934	\$43,906	\$45,664	\$47,498
Staff Accountant	\$45,819	\$46,527	\$47,497	\$49,258	\$51,094
Vaccine Managmt/Immun. Registry Coord.	\$35,660	\$36,231	\$36,986	\$38,396	\$39,877
Video Assistant	\$25,734	\$26,125	\$26,555	\$27,457	\$28,396
Vision & Hearing Coordinator	\$34,213	\$34,839	\$35,487	\$36,814	\$38,224
Vision & Hearing Technician	\$33,162	\$33,750	\$34,373	\$35,660	\$36,986
Web Developer	\$48,480	\$49,453	\$50,469	\$52,331	\$54,118

ARTICLE 46
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 2005 and shall continue in operation an effect through June 30, 2009. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to June 30, 2009 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If neither party shall give notice to terminate, modify or amend this Agreement as provided, the Agreement shall continue in operation and effect after July 1, 2009 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION

FOR THE EMPLOYER

Arthur Wood
AFSCME Council #25

Patricia Anger, Chairperson
Board of Commissioners

Dennis Swoffer
President, Local 1089

Marilyn Dunn
County Clerk

Bargaining Committee Member

Date: _____

Date: _____

LETTER OF UNDERSTANDING
REGARDING
RETIREE HEALTH CARE
ARTICLE 37 - RETIREMENT

The County of St. Clair (the County) and the Public Service Employees - AFSCME, Local 1089 (the Union) establish and agree that a regular full time employee that is a member of the St. Clair County Retirement System (the System) shall be entitled to participate or not participate in prefunding future retiree health care in accordance with the following safeguards, terms and conditions.

1. An employee that is a member of the System that participates in the prefunding of retiree health care shall be entitled to coverage at no premium cost upon retirement in accordance with Article 37 - Retirement.
2. An employee that is a member of the System that does not participate in the prefunding of retiree health care shall not be entitled to paid coverage upon retirement.
3. An employee that is a member of the System that does not participate in the prefunding of retiree health care shall have the option upon retirement to purchase retiree health care by prepaying the entire premium amount determined by the County on a month-to-month basis in accordance with Article 37 - Retirement.
4. An employee that is employed before the County's ratification of this Collective Bargaining Agreement (CBA) shall within thirty (30) calendar days of the County's ratification complete and submit a retiree health care prefunding election form to the Human Resources Department. The employee that fails to submit a timely form shall be considered to have elected not to prefund retiree health care coverage.
5. An employee hired or otherwise eligible to become a member of the System after the County's ratification of the CBA shall be required to complete and submit a retiree health care election form at the time of enrollment for fringe benefits or eligibility for membership in the System. The employee that fails to submit a timely form shall be considered to have elected not to prefund retiree health care coverage.
6. An employee's election to participate or not participate once rendered to the Human Resources Department shall be and is irrevocable after the thirtieth (30th) calendar day following the County's ratification.
7. An employee hired before July 1, 2006 that is a member of the System and who is eligible to retire with a pension on or before June 30, 2009 shall be eligible for paid retiree health care coverage upon retirement and shall not be required to prefund retiree health care subject to the following conditions.
 - A. The employee shall execute his or her commitment to retire on or before June 30, 2009 by completing and submitting a retirement petition supplied by and returned to the Human Resources Department within thirty (30) calendar days of the County's ratification of the CBA.
 - B. The employee must retire or leave County employment on or before June 30, 2009 or be subject to the terms and conditions of the following paragraphs C and D.

- C. Should the employee not retire on or before June 30, 2009, that employee shall be required to pay to the System the full amount equal to the prefunded retiree health care that would have been contributed. Failure to pay the full amount to the System will make the employee ineligible for paid retiree health care.
 - D. Separation from employment on or before June 30, 2009, for any reason other than retirement, shall not require payment of the prefunded amount provided the employee does not subsequently return to employment in any position subject to the System.
8. The County shall provide the Union with a fiduciary report on the financial condition of the trust account. The report shall be provided reasonably near January first and July first of each calendar year beginning January 1, 2007.

For The Union

Dated: _____

For The County

Dated: _____

RESOLUTION 06-16

ST. CLAIR COUNTY 2006 BUDGET AMENDMENTS

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, as amended, requires that each local unit of government amend the adopted budgets of its various funds when necessary; and

WHEREAS, the County Administrator/Controller has determined that certain amendments to adopted budgets are necessary to be in compliance with the Act.

THEREFORE BE IT RESOLVED, that the 2006 St Clair County General Fund Budget, as attached and marked "Exhibit A," is hereby amended on a basis consistent with Public Act 621 of 1978, as amended.

BE IT FURTHER RESOLVED, that the 2006 budgets of certain Special Revenue Funds, as attached and marked "Exhibit B" are hereby amended on a basis consistent with Public Act 621 of 1978, as amended.

Dated: June 21, 2006

Reviewed and Approved As To Form By:

Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, Michigan

ST. CLAIR COUNTY
2006 GENERAL FUND BUDGET

EXHIBIT A

6/1/2006

AMENDMENTS**EXPENDITURES**

DEPT.#	DEPARTMENT	2006 ADOPTED BUDGET	BOC AMENDMENT 1/18/2006	AMENDED BUDGET 1/18/2006	PROPOSED AMENDMENT 6/7/2006	AMENDED BUDGET 6/7/2006
<u>100 Legislative</u>						
101	Board of Commissioners	205,493		205,493		205,493
103	Other Legislative Activities	1,045,000		1,045,000		1,045,000
	Employee of the Quarter/Year	2,000		2,000	1,050	3,050
	<u>Appropriations to other Funds:</u>					
	Road Commission	600,000		600,000		600,000
	Health Department	2,370,095	(230,131)	2,139,964		2,139,964
	Child Care - Probate	3,358,752		3,358,752		3,358,752
	Child Care - Welfare	490,000		490,000		490,000
	Family Independence Agency	244,750		244,750		244,750
	Airport	125,154		125,154		125,154
	Retirement Fund	15,037		15,037		15,037
	Public Improvement					
	Planning	403,833		403,833		403,833
	Brownfield Redevelopment	2,600		2,600		2,600
	Community Development Block Grant	10,000		10,000		10,000
	Administrative Building Debt Fund	890,196		890,196		890,196
		<u>9,762,910</u>		<u>9,532,779</u>		<u>9,533,829</u>

130 Judicial

131	Circuit Court	1,794,725		1,794,725	6,968	1,801,693
	Pretrial Services Grant	198,210		198,210		198,210
136	District Court	2,341,619		2,341,619	12,443	2,354,062
138	Court Security	382,859		382,859		382,859
141	Friend of Court	2,592,336		2,592,336	13,484	2,605,820
145	Law Library	500		500		500
148	Probate Court	809,650		809,650	(63,490)	746,160

DEPT.#	DEPARTMENT	BOC			
		2006 ADOPTED BUDGET	AMENDMENT 1/18/2006	AMENDED BUDGET 1/18/2006	PROPOSED AMENDMENT 6/7/2006
<u>Judicial - Continued</u>					
149	Family Division-Circuit Court	2,122,803		2,122,803	77,986
151	Adult Probation	19,200		19,200	3,133
153	District Court Probation	623,192		623,192	2,545
166	Family Counseling	20,000		20,000	(20,000)
		<u>10,905,094</u>		<u>10,905,094</u>	<u>10,938,163</u>
<u>170 General Government</u>					
172	Administrator/Controller	398,895		398,895	(6,855)
191	Election	132,592		132,592	132,592
201	Accounting	431,935		431,935	(31,914)
215	Clerk	884,142		884,142	5,717
225	Equalization	916,461		916,461	3,735
226	Human Resources	647,211		647,211	8,603
	Professional Development	60,679		60,679	60,679
229	Prosecuting Attorney	2,440,697		2,440,697	8,059
	Drug Forfeitures	5,000		5,000	5,000
231	Victims Rights	10,800		10,800	10,800
233	Purchasing	129,991		129,991	52,328
236	Register of Deeds	339,801		339,801	4,799
244	Boundary Commission	200		200	200
253	County Treasurer	656,258		656,258	1,535
257	Cooperative Extension	356,266		356,266	3,723
	Co-op. Ext. - 21st Century Grant	45,000		45,000	45,000
	Co-op. Ext. - Great Start Grant	24,000		24,000	24,000
	Co-op. Ext. - CMH Grant	82,000		82,000	82,000
	Co-op. Ext. - Head Start Grant	5,100		5,100	5,100
	Co-op. Ext. - FNP/Milias Grant	750		750	750
	Co-op. Ext. - Gypsy Moth Program	900		900	900
	Co-op. Ext. - 4-H Programming	1,200		1,200	1,200
259	Information Technology	2,434,443		2,434,443	(263,900)
265	Buildings and Grounds	1,834,155		1,834,155	2,141
	FIA Building Lease Maintenance	863,797		863,797	863,797

DEPT.#	DEPARTMENT	2006 ADOPTED BUDGET	BOC AMENDMENT 1/18/2006	AMENDED BUDGET 1/18/2006	PROPOSED AMENDMENT 6/7/2006	AMENDED BUDGET 6/7/2006
<u>General Government - Continued</u>						
	Jail/Juvenile Facility Maintenance	652,530		652,530		652,530
275	Drain Commissioner	656,604		656,604	4,134	660,738
289	Motor Pool	10,705		10,705		10,705
		<u>14,022,112</u>		<u>14,022,112</u>		<u>13,814,217</u>
<u>300 Public Safety</u>						
301	Sheriff	5,704,677		5,704,677	19,991	5,724,668
	Secondary Road Patrol	225,070		225,070		225,070
	Buffer Zone Grant	-		-	50,000	50,000
	Michigan Drive Safety Grant	-		-	50,000	50,000
	Party Patrol Grant	-		-	17,000	17,000
320	Criminal Justice Training Grant	10,000		10,000		10,000
325	Communications/Radio	1,061,600		1,061,600		1,061,600
331	Marine Law Enforcement	300,000		300,000	4,320	304,320
334	Dive Team	8,194		8,194		8,194
351	Corrections/Jail	8,121,719		8,121,719	344,263	8,465,982
	Inmate Billing	112,124		112,124		112,124
362	Other Correctional Activities	207,516		207,516	(29,841)	177,675
	Probation Resident Services	706,275		706,275		706,275
	Substance Abuse Treatment Grant	-		-	116,826	116,826
426	Emergency Preparedness	355,316		355,316	2,974	358,290
428	Hazardous Materials Handling	36,582		36,582		36,582
	Cert Dap Grant	-		-	76,000	76,000
430	Animal Shelter	330,852		330,852	3,391	334,243
	Spay/Neutering Program	9,050		9,050	100	9,150
	Animal Cruelty/Custody Program	200		200		200
		<u>17,189,175</u>		<u>17,189,175</u>		<u>17,844,199</u>
<u>440 Public Works</u>						
445	Drains - Public Benefit	125,000		125,000		125,000

DEPT #	DEPARTMENT	2006 ADOPTED BUDGET	BOC AMENDMENT 1/18/2006	AMENDED BUDGET 1/18/2006	PROPOSED AMENDMENT 6/7/2006	AMENDED BUDGET 6/7/2006
600	Health and Welfare					
648	Medical Examiner	-	233,401	233,401		233,401
649	Mental Health	955,672		955,672		955,672
661	Public Guardian	243,655		243,655	2,187	245,842
681	Veteran's Burial	21,300		21,300		21,300
682	Veteran's Counselor	201,486		201,486	2,733	204,219
689	Soldiers and Sailors Relief	1,350		1,350		1,350
		<u>1,423,463</u>		<u>1,656,864</u>		<u>1,661,784</u>
850	Other Functions					
890	Contingencies	-		-		-
	Total Expenditures	<u>53,427,754</u>		<u>53,431,024</u>		<u>53,917,192</u>

ST. CLAIR COUNTY
2006 BUDGET ADJUSTMENTS DETAIL

EXHIBIT A

GENERAL FUND

Item	Details	Revenues		Expenditures	
		Increase	Decrease	Increase	Decrease
<u>BOC approved 1/18/2006:</u>					
1	101648 Medical Examiner				
	101103 Health Department Appropriation to move the Medical Examiner Department from the Health Department to the General Fund	3,270		233,401	230,131
<u>BOC proposed 6/07/2006:</u>					
2	101149 Probate Court - Juvenile			67,510	
	101148 Probate Court - Adult to move the process server from the Adult Probate Court to the Juvenile Probate Court as approved by the BOC on 2/15/2006				67,510
	101148 Probate Court - Adult	56,709			
	101149 Probate Court - Juvenile to increase the revenue budget to expected actual in these two courts	1,150			
	101253 Treasurer to adjust the Revenue Sharing Fund transfer to the General Fund to state approved actual for 2006	102,681			
920017	Employee of Quarter/Year to increase expenditures for moneys unspent in prior year and dedicated to this issue.			1,050	
101430	Animal Shelter				
101351	Jail transfer of radios from Animal Shelter to the Jail			1,200	1,200

Item	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
2	101166	Family Counseling to take this department to zero as it is now accounted for as a separate Special Revenue Fund		20,000		20,000
	101351	Jail - Vehicles to remove money not needed for the new van purchased.				7,000
	910117	Substance Abuse Treatment Grant to budget for this new project	116,826		116,826	
	101362	Community Corrections Grant to adjust to actual grant		29,841		29,841
	101233	Purchasing			51,471	
	101201	Accounting Administrator/Controller to move a position from Accounting to Purchasing and creating a new 20 hour Accounts Payable position in Accounting as approved by the BOC 4/19/2006			17,500	51,471
						8,312
	101325	Communications Transfer In to reduce the expected transfer from the Communications Fund due to a reduction in landlines		8,000		
	920021	Veterans Lapeer Contract to budget the actual contract amount	45,000			
	910066	Cert Dap Grant (Emergency Management) to create new grant budget	76,000		76,000	
	910063	Buffer Zone Grant (Sheriff) to create new grant budget	50,000		50,000	

Item	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
2	910019	MI Drive Safely Grant (Sheriff) to create new grant budget	50,000		50,000	
	910016	Party Patrol Grant (Sheriff) to create new grant budget	17,000		17,000	
	101131	Circuit Court			2,300	
	101136	District Court			5,300	
	101141	Friend of Court			6,800	
	101148	Probate Court - Adult			1,200	
	101149	Probate Court - Juvenile			300	
	101153	Distict Court Probation			200	
	101172	Administrator/Controller			600	
	101201	Accounting			1,200	
	101215	Clerk			1,200	
	101225	Equalization			3,200	
	101226	Human Resources			5,800	
	101229	Prosecuting Attorney			1,800	
	101236	Register of Deeds			1,900	
	101253	Treasurer			1,000	
	101257	Cooperative Extension			800	
	101265	Buildings and Grounds			100	
	101275	Drain Commissioner			1,600	
	101301	Sheriff			3,100	
	101331	Marine Patrol			200	
	101351	Jail			100	
	101426	Emergency Services			1,775	
	101682	Veterans Counselor			575	
	101430	Animal Shelter			100	
	101259	Information Technology to budget in the various departments for printer toner and reduce the I.T. supplies budget to projected actual				75,000

Item	Acct. No.	Details	Revenues		Expenditures	
			Increase	Decrease	Increase	Decrease
2	101131	Circuit Court			4,668	
	101136	District Court			7,143	
	101141	Friend of Court			6,684	
	101148	Probate Court - Adult			2,820	
	101149	Probate Court - Juvenile			10,176	
	101151	Adult Probation			3,133	
	101153	District Court Probation			2,345	
	101172	Administrator/Controller			857	
	101201	Accounting			857	
	101215	Clerk			4,517	
	101225	Equalization			535	
	101226	Human Resources			2,803	
	101229	Prosecuting Attorney			6,259	
	101233	Purchasing			857	
	101236	Register of Deeds			2,899	
	101253	Treasurer			535	
	101257	Cooperative Extension			2,923	
	101265	Buildings and Grounds			2,041	
	101275	Drain Commissioner			2,534	
	101301	Sheriff			16,891	
	101331	Marine Patrol			4,120	
	101351	Jail			2,363	
	101426	Emergency Services			1,199	
	101430	Animal Shelter			2,191	
	101661	Public Guardian			2,187	
	101682	Veterans Counselor			2,158	
	101259	Information Technology				188,900
		to budget in various departments for copier leases and				
		reduce I.T. leased assets budget to projected actual				
2	101351	Jail Medical Supplies			100,000	
		Jail Health Services			250,000	
		to revise the budget for projected activity				
			515,366	57,841	935,402	449,234

**ST. CLAIR COUNTY
2006 BUDGET ADJUSTMENTS**

EXHIBIT B

Item	Fund No.	Fund	Details	Revenues		Expenditures	
				Increase	Decrease	Increase	Decrease
1	221	Health Dept.	<u>BOC approved 1/18/2006:</u> Health Department Appropriation Medical Examiner to move the Medical Examiner to the General Fund		230,131 3,270		233,401
2	285	Revenue Sharing	<u>BOC proposed 6/7/2006:</u> General Fund Transfer to adjust the Revenue Sharing Fund transfer to the General Fund to the state approved amount			102,681	
2	233	Family Counseling	Revenues Expenditures to create a Fund to account for Family Counseling activity per the state	20,000		20,000	
2	241	Planning	Expenditures to increase expense for Coastal Management Grant match per BOC on 2/15/2006. This is a use of Fund Balance			13,000	
2	261	Communications Fees	Transfer out to reduce the transfer to the General Fund caused by an expected reduction in fees due to a reduction in landlines		8,000		8
2	276/920005	Drug Task Force	Summer Drug Prevention Grant to create new grant budget	30,500		30,500	
2	292	Child Care Juvenile Center	Personal Services (Salaries/Fringes) Contracted Services to move budget from the contracting out of clinical therapist services to personal services because of the decision to hire these 3 therapists			196,389	196,389

Item	Fund No.	Fund	Details	Revenues		Expenditures	
				Increase	Decrease	Increase	Decrease
2	268	Library	Milage adjustments Library adjustments to adopt changes as approved by the Library Board	30,000	24,000	9,133	136,637

RESOLUTION 06-29

Annual Reversion of Available Fund Balance from other Funds to the General fund and Subsequent Distributions

WHEREAS: as noted in the annual financial audit of the County for 2005, in various Funds there has built up available Fund Balances due to over appropriation in the last year(s); and

WHEREAS: the St. Clair County Board of Commissioners has determined by policy (#200-222, dated February 27, 2002) that excess Fund Balances shall revert back to the General fund to be available for distribution.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the Administrator/Controller is directed to transfer from the following Funds to the General Fund in the following amounts:


Health Department Fund	\$ 29,062
Family Independence Agency Fund	\$ 76,160
Planning Department Fund	\$ 10,291

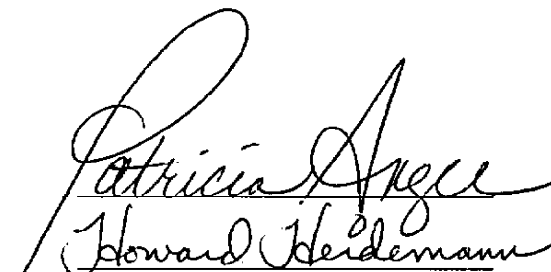
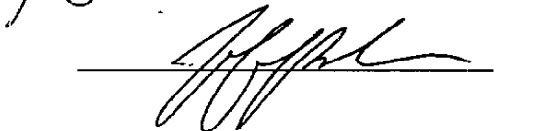
- 2) That the Administrator/Controller is also directed to allocate these funds as follows:

General Fund – Fund Balance undesignated	\$115,513
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DATED: September 20, 2006

Reviewed and approved as to form by:


GARY A. FLETCHER
Corporation Counsel
522 Michigan Street
Port Huron, Michigan


Patricia Arce

Howard Heidemann

RESOLUTION 06-28

REVISING RESOLUTIONS 05-31, 01-42 AND 97-63 ADOPTING NEW FEE SCHEDULE FOR DOG LICENSE FEES AND RENUMERATION FOR ISSUING AND RECORDING DOG LICENSES.

WHEREAS, the Board of Commissioners of St. Clair County pursuant to M.S.A. 12.516 has the authority to prescribe the fees necessary to properly finance the Animal Control Program for the County of St. Clair, Michigan, and

WHEREAS, the current fee schedule has been in effect since January 1, 2002,

NOW, THEREFORE, BE IT RESOLVED, that effective November 1, 2005, the following fee schedule shall be in effect:

ANNUAL LICENSE FEES:

Un-sterilized Male and Female Dogs

Prior to March 1 st	\$ 20.50
After March 1 st (Delinquent)	\$ 40.00

Sterilized Male and Female Dogs

Prior to March 1 st	\$ 10.50
After March 1 st (Delinquent)	\$ 40.00

ANNUAL KENNEL FEES:

Private Kennel (5 to 8 dogs)	\$ 50.00
Commercial & Service Kennel	
5 to 20 dogs	\$ 60.00
21 to 40 dogs	\$ 70.00
41 to 60 dogs	\$ 80.00
Re-inspection Fee	\$ 10.00

All fees double if paid after May 31st

ANIMAL SHELTER SERVICE AND SALE OF ANIMALS:

Entry fee for personally owned dead animals brought in for disposal.	\$ 15.00
Personally owned live animals brought in to be euthanized.	\$ 35.00
Quarantine of personally owned animals	\$ 10.00 per day
Entry of live dogs and cats except as state above.	\$ 15.00

RECLAIM FEES:

First Offense	\$ 30.00 plus \$ 10.00 per day
Second Offense	\$ 50.00 plus \$ 10.00 per day
Third Offense	\$ 70.00 plus \$ 10.00 per day

SALE OF ANIMALS:

All dogs and cats \$75.00

A refund of \$25.00 will be made, upon proof that said dog has been sterilized and proof has been filed with the Animal Control within thirty (30) days from the date the dog turned 6 months old.

PERSONAL SERVICE CHARGES BY WARDENS:

Pickup of healthy dogs and cats.	\$35.00
Pickup of dead dogs and cats for disposal	\$50.00
Pickup of owned dogs and cats to be euthanized	\$70.00
Pickup of stray dogs and cats	N/C

USE OF LIVE TRAPS:

Deposit on small animal traps	\$ 50.00
Deposit of dog traps	\$100.00
One week rental (7 days)	\$ 25.00
Daily rental	\$ 5.00

RENUMERATION FOR ISSUING AND RECORDING DOG LICENSES:

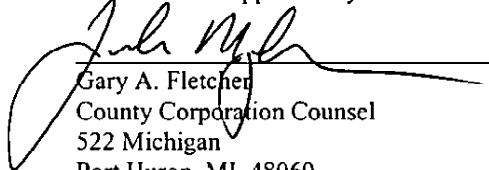
Payment to Treasurers and other agents selling dog licenses, per license issued \$1.50

BE IT FURTHER RESOLVED, that this fee schedule shall remain in full force and effect until further action by this Board of Commissioners, and

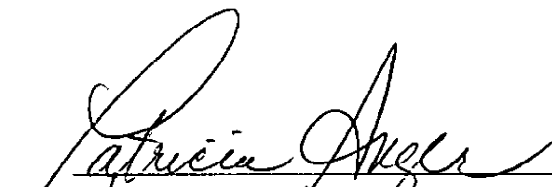
BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution, are to the extent of the conflict, hereby rescinded.

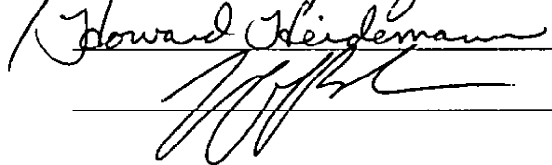
DATED: September 20, 2006

Reviewed and approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, MI 48060





RESOLUTION 06-27

Approving Cooperative Reimbursement IV-D Program Agreement For the St. Clair County Prosecuting Attorney for the Year 2007

WHEREAS, the Michigan Department of Human Services proposes to renew its "Cooperative Reimbursement (IV-D) Program" wherein direct grants are made to the counties under the provisions and in accordance with Title IV-D of the Social Security Act, as amended and the provisions of part 302.34 and 304, Chapter III, Title 45, Code of Federal Regulations for the purpose of staffing sufficient personnel to assist in the collection of money for recipients of the FIP Program, and other service programs, as well as certain services rendered by the Prosecuting Attorney's Office; and

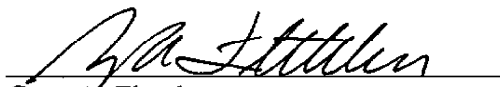
WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made part hereof, provided that no more than One Hundred Fifty-Thousand Four Hundred Nineteen and no/100ths (\$150,419) Dollars shall be paid from combined County and State funds during the life of this agreement and provided further that Seventy-Six Thousand Four Hundred Eighty-Seven and no/100ths (\$76,487) Dollars of the above amount is the County's appropriation contributed to Title IV-D Program.

NOW, THEREFORE BE IT RESOLVED THAT:


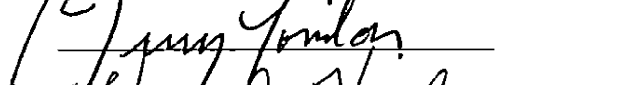

1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Department of Human Services.
2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same are hereby rescinded.

DATED: September 6, 2006

Reviewed and Approved as to Form by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

ST. CLAIR COUNTY
BOARD OF COMMISSIONERS:




Resolution 06-26
St. Clair County International Airport
Commercial Operator License Extension

Whereas, St. Clair County approved an extension of Orzel Aviations Commercial Operator License on a month-to-month basis at the Environmental Public Works Committee on April 5, 2006 until the contract could be revised.

Whereas, St. Clair County approved a revised contract with Orzel Aviation at a Regular Board of Commissioners meeting on June 21, 2006 and Orzel Aviation has initiated their option to not execute said agreement.

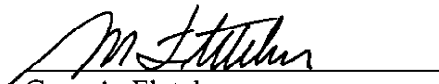
Whereas, St. Clair County has meet with Orzel Aviation in regards to their operations of the airport and Orzel no longer desires to act as the flight based operator for St. Clair County International Airport.

Now, therefore, be it resolved that St. Clair County is revising Orzel Aviation's Extension of the Commercial Operator License dated April 2, 1996, with the revisions as follows:

1. Orzel agrees to suspend the sale of fuel, once the county transitions to the new airport management company;
2. Orzel agrees to maintain their operation until the new Airport Management Company is fully operational.
3. Orzel agrees to maintain the hours of operation from dawn until dusk.
4. County agrees that during the transition period from County management to the new management company, Orzel Aviations flowage fees will be reduced from \$.09 per gallon to \$.04 per gallon.
5. The extension of the Commercials Operators license will continue to rollover every 30-days until County or Orzel gives written 30-day notice.

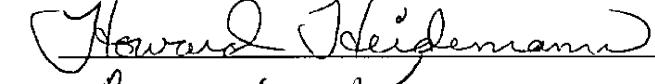
Dated: August 16, 2006

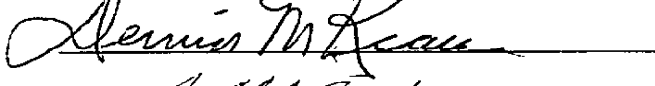
Reviewed and Approved as to Form by:

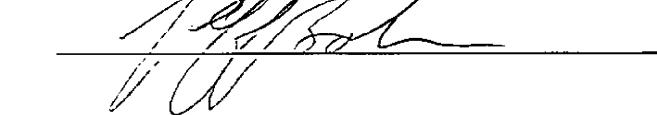


Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, Michigan 48060

St. Clair County Board of Commissioners:







RESOLUTION - 06-15
ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF ST. CLAIR COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
ST. CLAIR COUNTY
PUBLIC SERVICE EMPLOYEES - AFSCME, LOCAL 1089


WHEREAS, the ST. CLAIR COUNTY PUBLIC SERVICE EMPLOYEES - AFSCME, LOCAL 1089 is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

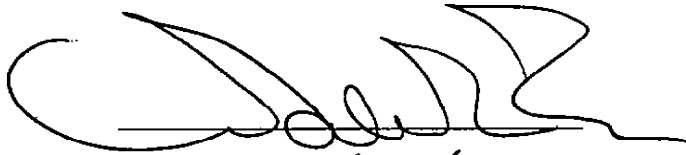
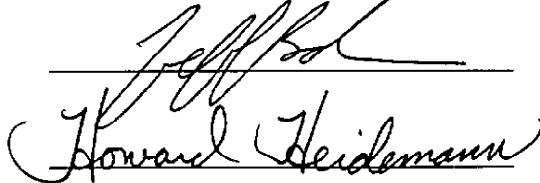
NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 2005 through June 30, 2009 is hereby approved and adopted.

Date: May 17, 2006

Reviewed and Approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060

AGREEMENT
BETWEEN
THE ST. CLAIR COUNTY
BOARD OF COMMISSIONER
AND
THE ST. CLAIR COUNTY
PUBLIC SERVICE EMPLOYEES
LOCAL 1089
AFSCME, AFL - CIO

JULY 1, 2005

THROUGH

JUNE 30, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
	AGREEMENT	2
	PURPOSE AND INTENT	2
1	RECOGNITION	2
2	MANAGEMENT RIGHTS	2
3	SUBCONTRACTING	3
4	UNION SECURITY	4
5	UNION DUES AND SERVICE FEE DEDUCTIONS	4
6	UNION REPRESENTATION	6
7	GRIEVANCE PROCEDURE	7
8	DISCHARGE AND DISCIPLINE	10
9	PROBATIONARY EMPLOYEES	10
10	SENIORITY	11
11	LOSS OF SENIORITY	13
12	SENIORITY LIST	13
13	LAYOFF	14
14	RECALL FROM LAYOFF	16
15	TRANSFERS	17
16	TEMPORARY ASSIGNMENTS	17
17	TEMPORARY, CASUAL AND SEASONAL EMPLOYEES AND STUDENTS AND LIBRARY PAGES	18
18	RATES FOR NEW JOBS	19
19	JOB POSTING	20
20	VETERANS	22
21	LEAVES OF ABSENCE	23
22	WORKING HOURS	25
23	OVERTIME	27
24	EQUALIZATION OF OVERTIME HOURS	28
25	SHIFT PREFERENCE	29
26	SICK DAYS	29
27	FUNERAL LEAVE	32
28	JURY DUTY	33
29	INJURY LEAVE (WORKER'S COMPENSATION	34
30	VACATIONS	34
31	HOLIDAYS	39
32	HEALTH CARE AND DENTAL INSURANCE	41
33	LIFE INSURANCE	44
34	ACT OF GOD	45
35	SERVICE RECOGNITION	45
36	UNIFORM ALLOWANCE	46
37	MILEAGE ALLOWANCE	47
38	RETIREMENT BENEFIT	47
39	EQUIPMENT, TOOLS AND SUPPLIES	49
40	UNION BULLETIN BOARDS	49
41	WORK PERFORMED BY ADMINISTRATIVE PERSONNEL	49
42	SAFE WORKING ENVIRONMENT	49
43	WITHHOLDING OF PROFESSIONAL SERVICES	50
44	DISCRIMINATION AND HARASSMENT	51
45	WAGE SCHEDULE	52
46	TERMINATION OF AGREEMENT	58
	LETTER OF UNDERSTANDING REGARDING RETIREMENT	59

AGREEMENT

This Agreement entered into on this 1st day of July, 2005 between the St. Clair County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and St. Clair County Public Service Employees, Local 1089, AFSCME, AFL-CIO (hereinafter referred to as the "UNION"). The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

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

The parties recognize that the interests of the community depends upon the Union's and the Employer's success in establishing a proper service to the citizens of St. Clair County.

ARTICLE 1 **RECOGNITION**

SECTION 1

The Union is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other employment conditions for all departments, currently excluding employees of the Friend of the Court, Court employees, supervisory employees, confidential employees, temporary employees, Sheriff Department employees currently represented by labor organizations, Adult Probation employees, Registered Nurses, Juvenile Detention Center employees, and elected or appointed officials.

SECTION 2

Employees represented by the Union, but receiving any part of their salary and benefits made available through any state or federally funded program, shall be subject to all provisions of this Agreement equally with all other employees. Employees in positions funded in any part through any state or federal funds shall be considered separate and distinct with such matters as are specifically applicable to said employees as provided by this Contract, except as otherwise provided by applicable laws.

SECTION 3

The Union's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its right to exercise such function or right or preclude the Union from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 2 **MANAGEMENT RIGHTS**

It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this Contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive.

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and

work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.

- B. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the rules and regulations governing employee's conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.
- C. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3 **SUBCONTRACTING**

SECTION 1

The County is interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the County. Therefore, in making these determinations, the County intends always to keep the interest of the County employees in mind.

SECTION 2

The right of contracting or subcontracting is vested with the County.

SECTION 3

The County shall notify the Union of its intention to contract or subcontract work currently performed by any Bargaining Unit member at least thirty (30) calendar days prior to letting any contract or subcontract. The Union may request and shall be provided a meeting with the County within that thirty (30) calendar day period. At such meeting, the County will advise the Union of the nature, scope, and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected. The County shall not let a contract or subcontract until thirty (30) calendar days after a meeting with the Union.

SECTION 4

In the event that a County employee(s) is laid off or displaced as a direct result of sub-contracting, the laid off or displaced employee shall have recall rights in accordance with Section 6 of Article 14 - Recall From Layoff.

SECTION 5

Therefore, it is the County's intention that any County employee who desires to further a career in the public service shall not be denied the opportunity. When and where possible, the Employer shall provide on-the-job training or any training necessary as determined by the Employer in order to provide continued employment.

ARTICLE 4
UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equivalent to union dues for the duration of this Agreement, within thirty (30) days after the effective day of this Agreement.

SECTION 2

As a condition of continued employment, all employees who are hired, rehired, or transferred into the Bargaining Unit shall, within thirty (30) days after the effective date of this Agreement and for its duration, become members of the Union and pay dues as required by the Union, or elect not to become a member of the Union and pay to the Union a service fee equivalent to union dues.

ARTICLE 5
UNION DUES AND SERVICE FEE DEDUCTIONS

SECTION 1

CHECK OFF:

- A. The Employer agrees to deduct from the wages of any employee, all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for union dues or service fee deduction shall remain in full force and effect during the period of the Contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Employer and the Union.
- B. The dues will be authorized, levied and certified in accordance with the constitution and by-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the local Union regarding the amounts to be deducted.

SECTION 2

Remittance of Dues and Fees:

- A. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two pay periods of each month. Be it provided that the last dues or service fees deduction of any calendar year shall be adjusted the final pay of the year to reflect the amount of normal monthly union dues or service fees.

AUTHORIZATION FORM

TO: _____
Employer

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

- () An amount established by the Union as monthly dues.
- () An amount equivalent to monthly Union dues, which is established as a service fee.
- () A bi-weekly amount of \$_____ designated to AFSCME PEOPLE program

The amount deducted shall be paid to Michigan Council #25, AFSCME, AFL-CIO.

BY: _____

Print Last Name	First Name
-----------------	------------

Address	City & State	Zip	Telephone
---------	--------------	-----	-----------

Department	Classification
------------	----------------

Signature	Date
-----------	------

- B. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan, Council #25, AFSCME, AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.
- C. The Employer shall notify the Secretary-Treasurer of the names and addresses of employees who are newly hired, rehired, transferred or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.
- D. An employee may voluntarily contribute to the AFSCME PEOPLE program by way of payroll deduction using the above dues deduction form. An employee may initiate, modify or discontinue payroll deduction no more than twice in a twelve (12) month period.

SECTION 3

The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this Article and Article 4 - Union Security. It is further agreed that no employee shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues or service fees deducted from the employee's pay. In no case shall the County be responsible to pay the employee an amount equal to dues or service fees which may or may not have been deducted and paid to the Union.

ARTICLE 6

UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented on all matters of application of this Agreement, including the Grievance Procedure, by seven (7) stewards and a local union president.

SECTION 2

Employees subject to this Agreement shall be represented by a bargaining committee selected by the Union comprised of no more than six (6) members. The bargaining committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work. The Employer will continue to provide the compensation and benefits of no more than two (2) committee members who are from the same department. The Employer shall not be required to compensate the Bargaining Committee members for time spent in preparatory meetings for negotiations.

SECTION 3

The representatives of the Union shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes and terms and conditions of employment during regularly scheduled hours of work.

SECTION 4

The Union shall notify the Human Resources Director, in writing of names, classifications and departments of all local representatives of the Union. Members of the Unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the Employer. Changes in Union representation shall be made, in writing, to the Human Resources Director in prompt fashion.

SECTION 5

The representation of employees shall not unduly disrupt the operation of the County's effective rendering of County services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors when the representative is made aware of the need to meet and confer or to expedite Union business. Department heads and supervisors who contemplate meeting with a bargaining unit member which may require the participation of a local Union representative should consider the need of the representative to provide advance notice to his or her supervisor to attend the meeting. The supervisor shall not deny any reasonable request that does not unduly disrupt the effectiveness of the County's operation. The County, including its supervisors, shall make every effort to accommodate the representatives of the Union in their representation of Bargaining Unit members to promote harmonious labor relations.

SECTION 6

In the event of a layoff within a department affecting Bargaining Unit members, within their affected department, the Local President or Chief Steward shall not be subject to layoff when there is a bargaining unit position within the department that is represented by the Union if the President or Chief Steward is qualified for and capable of performing the work required. When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department. The Employer shall not be required to train or retrain an employee in such circumstance to avoid being laid off.

ARTICLE 7 **GRIEVANCE PROCEDURE**

STEP 1

- A. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific established County policy or procedure; or a failure of the County to comply with a specific policy, procedure, method or regulation of the County shall, within fifteen (15) days of the alleged grievance, take the matter up with the Department Head or their designated representative, who shall attempt to adjust the grievance with the terms of this Agreement or County policy, procedure, method or regulation. The employee may have their Union Representative present at this Step.
- B. Any employee may request the department head or the designated representative of the department head to call one of the designated stewards to handle a specified grievance with the department head or the designated representative of the department head. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the County.

- C. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks rather than days.

STEP 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the department head within five (5) days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) days between the designated representative of the Union, the Grievant(s), and the department head or the designated representative of the department head, for the purpose of attempting to settle the grievance at the departmental level.
- B. The department head shall provide a written decision within five (5) days to the Union.

STEP 3

- A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Human Resources Office within seven (7) days after completion of Step 2.
- B. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing, both the Union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- C. At such hearing, the Employer may be represented by one (1) or more representatives, and the Union and the Grievant(s) may be represented by steward and president, theretofore designated as grievance representatives and such other Union representatives it wishes to have present provided full compliance is made with Article 6 - Union Representation, Section 5.
- D. The grievance representative(s) of the Employer shall deliver the decision of the Employer to the Union in writing within seven (7) days following the hearing.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.
- f. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Director within thirty (30) calendar days after the completion of Step 3.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration as final step in the grievance procedure shall be subject to the following safeguards and conditions:

- A. The Union shall, within thirty (30) calendar days following the County's decision at Step 3, notify the County Human Resources Director in writing of the Union's intention to pursue arbitration or the matter will be untimely.
- B. The Union shall within sixty (60) calendar days following notice of intent pursuant to a. above, request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties or the matter will be untimely. The above time limit may be extended by mutual agreement.
- C. That the Union, on behalf of its members, and the Board of Commissioners on behalf of the supervisory personnel, including the department head, shall make available during the

proceedings before the arbitrator, any witnesses alleged by the opposite party to have knowledge of material facts or evidence upon the issue being submitted to the arbitrator. In the event the Board of Commissioners fail to produce such supervisory personnel, including the department head; or in the event such supervisory personnel, including the department head are produced and refuse to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Board of Commissioners, which award shall be final and binding and not subject to review by the Board of Commissioners. In the event an employee certified as eligible in the Bargaining Unit for membership in the Union is not produced, or is produced and refuses to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Grievant and the Union; which award shall be final and binding and not subject to review by the Grievant or the Union; provided further, that the failure of such employee to appear and/or answer as herein described shall constitute good and sufficient cause for the summary discharge of such employee.

- D. The parties hereto recognize the fact that under existing laws, some employees may choose not to become members of the Union. In this connection, the Union agrees to furnish the Human Resources Director with a list of its members within ten (10) days following the execution of this contract; and further agrees to furnish a current list of members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision and each member shall execute such waiver. With reference to new employees, such waiver shall be required prior to commencement of work. Such waiver shall be in the following form:

I, the undersigned, in consideration of the St. Clair County Board of Commissioners providing me with the compulsory arbitration provision in the Labor Contract between Local 1089, AFSCME, AFL-CIO, and the St. Clair County Board of Commissioners, do hereby acknowledge that as a condition to my continued employment with the County that I will appear as a witness in all arbitration hearings upon request, and answer, under oath, all questions which the arbitrator directs me to answer. I further agree that my failure to appear upon request, or my failure to answer such questions as the arbitrator directs me to answer shall constitute good and sufficient cause for my summary discharge.

- E. The fee and expenses of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- F. The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- G. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- H. The arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the County, except as specifically limited by express provision of this Agreement.
- I. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved and the Employer.
- J. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the department head directly and the processing of such grievance shall commence at Step 2. The grievance must be presented

within fifteen (15) working days of the occurrence of the facts on which the grievance is based. Be it provided, that the Union shall be required to demonstrate that the matter grieved conforms to the definition of a grievance as defined in Step 1., A., or the grievance shall be determined inappropriate.

ARTICLE 8

DISCHARGE AND DISCIPLINE

SECTION 1

The Employer shall notify the Union in writing within two (2) working days of the discharge or suspension of a member and within seven (7) calendar days of the discipline of a member. A member shall be entitled to have a local designated representative present when discipline is administered and shall be so advised at the time that a meeting is scheduled for this purpose. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same and a copy of any written complaints giving rise to a disciplinary action prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

SECTION 2

Should the discharged, suspended, or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of this Agreement may be followed by the employee.

SECTION 3

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, unless such prior infraction involves an intentional falsification of his/her employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 9

PROBATIONARY EMPLOYEES

SECTION 1

New employees hired in the Unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee completes the probationary period, they shall be entered on the seniority list of the Unit and shall rank for seniority from their initial date of hire.

SECTION 2

The probationary period may be extended an additional sixty (60) calendar days, by mutual agreement, in writing, between the Employer, the Union and the employee involved, provided the Employer gives reasons for said extension.

SECTION 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment, and working conditions of employment, as set forth in the Recognition clause of this Agreement, except discharged and disciplined employees for other than union activity.

SECTION 4

Employees hired after the date of this Agreement, who receives any part of their salary or benefits through any federally funded programs, shall have their seniority computed separate and distinct from other employees if applicable by law.

ARTICLE 10 **SENIORITY**

SECTION 1

Full time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 2

Part time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 3

The seniority of full time and part time employees shall be maintained separately and distinctly.

SECTION 4

By way of definition:

- A. A full time employee is regularly scheduled to work a seven and one-half (7 1/2) or eight (8) hour day and a thirty-seven and one-half (37 1/2) or forty (40) hour work week, as established by past practice.
- B. A part time employee is regularly scheduled to work seven (7) or fewer hours in a day and/or thirty-five (35) or fewer hours in a week.

All Departments subject to this Agreement are expected to notify the Union on a form provided by the Human Resources Department of the placement of a temporary employee.

SECTION 5

In the event a full time employee becomes part time, they shall have seniority from their date of hire with the County, and be entitled to the fringe benefits normally due a part time employee.

SECTION 6

A part time employee hired prior to January 1, 1983 who becomes full time shall be entitled to fringe benefits as follows:

- A. The employee shall be placed on the full time employee seniority roster from their date of hire.
- B. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.
- C. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to affect such coverage.

- D. The employee shall be subject to the provisions of the retirement plan from their date of full time hire.
- E. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment as defined in Article 34 - Service Recognition.

SECTION 7

A part time employee hired on or after January 1, 1983 who becomes full time shall be entitled to fringe benefits as follows:

- A. The employee shall have their seniority prorated. The proration shall represent the number of hours worked to the number of normal full time hours. Prorated seniority shall be calculated as follows.
 - I. The total number of hours worked by a part time employee shall be divided by either 1950 or 2080 annual full time hours contingent upon the operation of the department to establish years of full time service.
 - II. The remaining hours shall be divided by 7.5 or 8 hours in a work day to establish the number of work days.
 - III. The work days shall be divided by 21.67 the average number of work days in a month.
 - IV. The remaining workdays shall be multiplied by 1.4 to establish calendar days.
 - V. The number of years, months and calendar days shall be subtracted from the employee's date of full time hire to establish his or her full time seniority date.
- B. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their prorated seniority.
- C. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to affect such coverage.
- D. The employee shall be subject to the provisions of the retirement plan from their date of full time hire.
- E. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment as defined in Article 34, Service Recognition provided that they become full time employees prior to July 1, 1996.

ARTICLE 11 **LOSS OF SENIORITY**

An employee shall lose seniority for the following reasons:

- A. Resigns or quits.
- B. Is discharged and the discharge is not reversed.
- C. The employee does not return to work when recalled from layoff as set forth in the recall provisions of this Agreement.
- D. Retires.

- E. Fails to return to work at the end of an approved leave, unless authorized or excused in writing.
- F. Is absent without approval for three (3) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.
- G. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than two (2) years.
- H. Layoff as a direct result of sub-contracting, for a continuous period beyond the duration of the initial sub-contract period insofar as the layoff exceeds the benefits in g. above but not greater than the employees seniority or thirty-six (36) months which ever is less.

ARTICLE 12

SENIORITY LIST

- A. The seniority list on the date of this Agreement will show the date employed (first day on which the employee reported for work), name and job title of all employees of the Bargaining Unit entitled to seniority.
- B. The Employer will keep the seniority list up to date and will provide the Local President and Secretary with a copy at least every six (6) months or at intervals otherwise mutually agreed upon US mail, interdepartmental mail or by e-mail. The Local President or Secretary shall, during normal office hours be entitled to make copies and distribute to all bargaining unit sites using US mail, interdepartmental mail or e-mail. Seniority lists shall be proper subject matter to be posted on union bulletin boards by bargaining unit members.

ARTICLE 13

LAYOFF

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work or budget limitation as determined by the Employer. An employee shall be considered to be laid off who is not working in the classification to which they were last hired.

SECTION 2

When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly. The Union may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting. When a layoff is to employee(s) in state or federally funded programs, no meeting shall be scheduled.

SECTION 3

The method of layoff, insofar as it does not violate any provision herein, shall not be subject to the Grievance Procedure.

SECTION 4

Employees to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

SECTION 5

A layoff shall be limited to the department(s) affected as determined by the Employer. A department is a division of the County which provides a particular County service or function individually funded and managed apart from any other division. Departments with employees who are subject to representation are: Airport, Animal Shelter, Administrator/Controller, Building and Grounds, Cooperative Extension, County Clerk/Register of Deeds, Drain Commissioner, Equalization, Information Services, Landfill, Lands and Graphics, Library, Parks and Recreation, Prosecuting Attorney, Public Health, Planning, Sheriff, Treasurer, and Veteran's Affairs. An employee shall not be entitled to displace an employee in another department but shall be strictly limited to displacements within their assigned department.

SECTION 6

When a layoff is necessary, temporary and probationary employees in the affected department shall be laid off first, provided the remaining employees are qualified to perform the function required by the Employer. To be qualified, an employee must meet the minimal education, experience and ability standards established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained.

SECTION 7

An employee who is scheduled for layoff but who has sufficient seniority and has the necessary qualifications to displace another employee in their department in a different classification shall be granted a one (1) month trial period. The trial period will provide the County and the employee with the opportunity to become acquainted with the job. If, at the end of the trial period, the employee is unable to perform the function to the satisfaction of the Supervisor, the employee shall be laid off and the most senior laid off employee qualified for the position shall be recalled.

SECTION 8

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department.

SECTION 9

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

SECTION 10

During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

SECTION 11

A laid off or displaced employee shall have recall rights in accordance with Article 14 - Recall From Layoff.

SECTION 12

A part time employee shall not have the right to displace a full time employee. A full time employee who has greater seniority shall be given the option of layoff or displacement of a part time employee in their department. When the option has been implemented, the employee may not request the other option. Full time employees who become part time through displacement shall be entitled to only those benefits normally due a part time employee.

SECTION 13

An employee scheduled for layoff shall have the option to accept the layoff or request the displacement of a temporary or probationary employee in another department in the same classification. The County shall determine which temporary or probationary employee is to be displaced. The employee who displaces a temporary employee shall be considered as temporary, but shall continue to receive the fringe benefits consistent with their former position.

ARTICLE 14 **RECALL FROM LAYOFF**

SECTION 1

Recall from layoff shall mean a return to work from layoff, including a displacement.

SECTION 2

When a recall from layoff is determined to be necessary by the Employer, the most senior employee from the department who is either laid off or displaced who is qualified to perform the function required by the Employer shall be recalled.

SECTION 3

Notice of return to work shall be sent by Registered or Certified Mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternative date, shall result in the employee's termination. The Employer may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) weeks notice.

SECTION 4

Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than twenty-four (24) calendar months.

SECTION 6

An employee laid off or displaced as a direct result of sub-contracting, shall have recall rights extended for the duration of the initial sub-contract period insofar as the layoff exceeds the benefits in Section 5 above but not greater than the employees seniority or thirty-six (36) months which ever is less.

SECTION 7

Upon recall, a full time employee who fails to accept an offer of full time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights. A part time employee who fails to accept an offer of part time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights.

ARTICLE 15

TRANSFERS

SECTION 1

If an employee transfers to a position with the Employer not included in the Bargaining Unit and thereafter transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any fringe benefits as may be provided in this Agreement.

SECTION 2

When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification, so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation or organizational component, and there are no other current vacancies to which he may transfer, he shall be deemed to have resigned.

SECTION 3

For purpose of job bidding the employee shall only be entitled to that seniority acquired while a member of the bargaining unit or while paying a service fee.

SECTION 4

Employees returning to the bargaining unit as described in this article shall not have the displacement rights set forth in Article 13 – Layoff within the first twelve [12] months of their return to the bargaining unit except when the return was within six [6] months of leaving the bargaining unit.

SECTION 5

When a position becomes vacant, bargaining unit members in the same classification in the affected department may apply for the position. They shall be granted an interview. If denied the position they shall be given constructive reasons for the denial. If successful, they will be given a ninety (90) day trial period. If the employee cannot demonstrate the ability to perform the duties of the position, they shall be returned to their initial position before the transfer; and this not be subject to the grievance procedure.

ARTICLE 16

TEMPORARY ASSIGNMENTS

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Temporary assignments shall be limited to thirty (30) working days with extension only through concurrence of the County, Union and affected employee.

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the Supervisor and in the event that the temporary assignment will be for fifteen (15) consecutive work days, a copy will be provided to the Union.

SECTION 3

A temporarily assigned employee shall not be paid the rate consistent with the position for working

five (5) or more consecutive working days. Upon working the fifth (5th) consecutive working day, the employee shall be entitled to pay back to the first day of the temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment.

ARTICLE 17
TEMPORARY, CASUAL AND SEASONAL EMPLOYEES
AND STUDENTS AND LIBRARY PAGES

SECTION 1

The County shall be entitled to employ temporary, casual and seasonal employees, students and pages. Employees that are employed in these categories shall not be members of the bargaining unit nor required to pay union dues or service fees unless otherwise stipulated in this article.

SECTION 2

A temporary employee is hired as a substitute worker for a regular employee on a leave of absence. The temporary employee may be scheduled to work either full time or part time for the period of time that coincides with the regular employee's leave of absence. A temporary employee shall not be eligible for fringe benefits. In the event it is operationally necessary to extend the duration of the temporary employment the Union will be notified.

SECTION 3

A casual employee is hired for a predetermined period of time to assist a department with a temporary work load increase or back log. The employment of a casual employee may not exceed one thousand (1,000) hours in a calendar year unless otherwise mutually agreed by the parties. A casual employee may be scheduled to work full time or part time. The casual employee shall not be eligible for fringe benefits. A casual employee shall not be rehired in an ensuing calendar year until three (3) calendar months transpire from the date of termination and rehire.

SECTION 4

A seasonal employee is hired to perform work at a time when a department, such as by illustration only the Drain Commission, MSU Extension Service and the Parks and Recreation Department, has an influx of work activity, more favorable circumstances to perform the work activity or more of a demand for its services. A seasonal employee may be scheduled to work full time or part time not to exceed one thousand (1,000) hours in a calendar year unless otherwise mutually agreed between the parties. A seasonal employee shall not be eligible for fringe benefits. A seasonal employee shall not be rehired in an ensuing calendar year until two (2) calendar months transpire from the date of termination and rehire.

SECTION 5

A student intern is employed to fulfill a stipulated number of hours as a course requirement. A student intern is typically employed in a department and/or in a work activity related to his or her field of study. A student internship is intended to be a learning experience. The work activity of the student intern is ancillary to a regular employee(s) in the department. The student intern may be scheduled to work up to a maximum of twenty-two-point-five (22.5) hours or twenty-four (24) hours a calendar week contingent upon the operation of the department. The student intern will be employed only for the duration of the period necessary to satisfy the course requirements. A student intern may not be hired to a regular position in the department he or she interned within six (6) months of the day the internship concluded when a bargaining unit member is minimally qualified for the position. An internship shall not be used to train or groom an intern for County employment.

SECTION 6

A student worker is employed part time while a student at a high school, community college, vocational institution, college or university. The work activity of the student worker is ancillary to regular employees in the department. During the school year a student worker may work up to a maximum of twenty-two-point-five (22.5) hours or twenty-four (24) hours a calendar week contingent upon the operation of the department. During breaks in the school year a student worker may work up to thirty-seven-point-five (37.5) or forty(40) hours contingent upon the operation of the department provided the student will continue his or her education following the break. When a student worker ceases to be a student he or she shall no longer qualify as a student worker for purposes of continued employment. A student worker may not be employed in a department for more than four (4) years from his or her date of hire.

SECTION 7

A Page is a part time employee of the St. Clair County Library performing ancillary tasks to regular employees. A Page may work up to thirty-two (32) hours in calendar week.

SECTION 8

In the event a layoff in a department is necessary due to a budgetary restriction, temporary and casual employees in the department affected shall have their employment terminated in accordance with Article 13 – Layoff, Section 6. When an employee with layoff rights is laid off from a department, no additional student worker will be employed within that department.

ARTICLE 18
RATES FOR NEW JOBS

SECTION 1

The Employer shall notify the Union of a newly proposed classification and rate structure not less than seven (7) working days prior to the time the classification becomes effective.

SECTION 2

The Union shall, within seven (7) working days of such notification, indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

ARTICLE 19
JOB POSTING

SECTION 1

When a vacancy occurs within the bargaining unit, the Employer shall post a job vacancy notice within the affected department. The posting shall be in a conspicuous place. The local president shall be provided a copy of the job posting. The Employer will advise the Local President of any part time or full time status change with the notice of posting of the position. The County will notify the Union of classification status changes from part time to full time or full time to part time when the position is initially recruited.

SECTION 2

The posting shall indicate:

- A. Classification (Job Title);

- B. The qualifications for the job, including testing if a prerequisite requirement;
- C. Brief description of the job;
- D. The salary range;
- E. The department location;
- F. Application information (such as where and when to apply); and
- G. The hours.

SECTION 3

The posting shall be for a period of five (5) consecutive working days (excluding Saturday, Sunday and holidays).

SECTION 4

Employees applying for the position shall make written application on a form provided by the Human Resource Department and/or an electronic application. Applications shall be submitted to the Human Resource Director in a timely manner as provided within the job posting notice. The applicant shall provide the following information:

- A. Name;
- B. Date employed;
- C. Classification (Job Title) and Department; and
- D. Qualifications for the job.

An employee that is determined to be unqualified for the position shall receive a written notice explaining the particular requirement they failed to satisfy. The employee shall have seven (7) calendar days from the date of the notice to prepare a response in rebuttal. The employee shall supply the Human Resources Director with the rebuttal notice. The department with the vacancy shall not appoint a candidate to the position until after considering the rebuttal notice from the employee.

SECTION 5

The department head shall consider each employee from within the department who applies and who possesses the necessary qualifications. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. The department head must appoint the best qualified employee based on the following criteria:

Examination Results.....	30%
Qualification Evaluation.....	30%
(10% for each factor)	
Oral Interview.....	15%
Seniority.....	25%
(2% for each year of seniority)	

An application from a temporary employee as defined in Article 10 Seniority shall not be considered for a posted vacancy under this Section or Section 6 if the temporary employee is currently occupying the position posted and has occupied the position for less than twelve (12) months from the date of an employee notice of not returning from a leave of absence or an Employer notice to an incumbent of their

loss of return rights to the position, unless there are no internally qualified applicants. Nothing shall prevent a temporary employee from applying for other posted Bargaining Unit vacancies that are available to the public.

SECTION 6

In the event no qualified candidate is selected for the position as provided in Section 5 above, the County shall post a job notice which would entitle Bargaining Unit members and non-members the opportunity to apply for the position. A laid off employee with recall rights shall be entitled to have his or her seniority applied to the evaluation reflected below. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. The department head must appoint the best qualified candidate based upon the following criteria:

Examination Results.....	30%
Qualification Evaluation.....	30%
(10% for each factor)	
Oral Interview.....	15%
Seniority.....	25%
(2% for each year of seniority)	

Unless otherwise mutually agreed, locations for postings which are required by this Section shall be:

- County Administration Building
- County Courthouse Building
- Public Library
- Drain Commission
- Landfill
- Public Service Building
- Goodells Park Building
- Animal Shelter
- Airport

A mailing or facsimile transmission shall constitute a "posting". It shall be the responsibility of the County to mail or fax job postings to each of the above locations. A posting transmitted to the Public Library will be faxed simultaneously to each branch library by the Public Library. It shall be the responsibility of the Union to insure that a posting notice is communicated to bargaining unit members at their locations.

SECTION 7

The employee awarded the job shall be required to satisfactorily complete a ninety (90) calendar day trial period. The employee who fails to satisfactorily complete the trial period shall revert to the position formerly held. The department head shall provide the employee in writing the reason the employee was unsatisfactory. An employee may elect to return to their former position during the trial period. When a non-employee is awarded the job under Section 6 above, the Probationary Article shall apply to them.

SECTION 8

When a test is provided, all candidates shall be given the same test.

SECTION 9

When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step (to their current compensation) at a minimum, in the new classification.

ARTICLE 20

VETERANS

SECTION 1

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

SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable federal laws in effect on the date of this agreement.

SECTION 3

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

ARTICLE 21

LEAVES OF ABSENCE

SECTION 1

Leaves of absence for reasonable periods, not to exceed one (1) year will be granted without loss of seniority for:

- A. Illness leave (physical or mental); and
- B. Prolonged illness of spouse or child.

All leaves shall be granted for a period not to exceed one (1) year, consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Employer may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Employer, provided the charges of the physician are paid by the Employer.

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act and this provision.

SECTION 3

Upon Employer approval, an employee will be entitled to a leave of absence for a reasonable period, not to exceed one (1) year, without loss of seniority for:

- A. Serving in any union position; and
- B. Educational purposes.

Such leave shall be consistent with meeting the operating needs of the department.

SECTION 4

An employee who has a combined continuous leave of absence, including extensions, for one (1) year and is unable to return to work shall be considered to have resigned.

SECTION 5

All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Employer. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Employer and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Employer may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 6

In no case shall an employee be granted a leave of absence greater than their accrued seniority.

SECTION 7

An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician of medical recovery.

SECTION 8

Request for an extension of a leave of absence under Section 3 a. and b. shall be submitted in writing to the department head no less than five (5) working days prior to the expiration date of the leave. A request for an extension of a leave of absence under Section 1, a. or b., shall be submitted to the department head as soon as practical upon the employee becoming aware that an extension will be necessary.

SECTION 9

While on a leave of absence without pay, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit.

- A. An employee receiving compensation during a short term disability shall be considered to be on a paid leave of absence.
- B. An employee on long term disability receiving no compensation or compensation from a disability insurance carrier shall be considered to be on an unpaid leave of absence.

SECTION 10

Failure to report to work on the first scheduled work day after the expiration of a leave of absence shall result in an immediate discharge.

SECTION 11

Leaves of absence with pay for any short term educational training which would benefit the Employer may be authorized by the department head.

SECTION 12

Union employees elected to attend the International Convention, Council Convention or educational conference shall be granted a leave of absence to attend such conference or convention. Under no

circumstances shall the total amount of leave time for all employees for union activities exceed an accumulated total of fourteen (14) days per year. A maximum of two (2) union members may attend any such convention or conference at any one time, however, employees must be from different departments unless otherwise mutually agreed. Such leaves shall be without pay.

SECTION 13

The Employer shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

ARTICLE 22 **WORKING HOURS**

SECTION 1

The work day shall consist of seven and one-half (7 1/2) hours or eight (8) hours as established by past practice.

SECTION 2

The work week shall consist of thirty-seven and one-half (37 1/2) or forty (40) hours as established by past practice.

SECTION 3

Any change in the number of work hours in a day or week shall be reviewed jointly by the parties. When the Employer intends to initiate extended hours, the parties will meet to discuss implementation.

SECTION 4

Each and every employee working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift. Each and every employee working six (6) or more consecutive hours shall be entitled to a thirty (30) minute or a one (1) hour lunch period as established by past practice.

SECTION 5

Any part time employee working six (6) or more consecutive hours shall be entitled to a thirty (30) minute lunch period as established by past practice.

SECTION 6

Each and every employee working three (3) but less than six (6) consecutive hours shall be entitled to a fifteen (15) minute break at the midpoint of the shift.

SECTION 7

Employees at the Library who work from a posted work schedule shall not have their schedule changed without twenty-four (24) hours advance notice given to the employee, unless otherwise mutually agreed by the employee and Employer.

SECTION 8

The Library work schedule shall be posted one (1) week in advance.

SECTION 9

The County and the Union recognize the need for limited flexible scheduling both for the County and the employees. Where possible the employer, with consideration for efficient operation of its workforce, may allow employees to work a flexible schedule to be mutually agreed upon. When it is operationally necessary, the County may use flexible schedules with following limitations:

- A. Flex scheduling shall not be used to avoid overtime/compensatory time.
- B. Flex schedules shall be offered in seniority order, with the first offer to the most senior employee qualified in the division and so on down the seniority list until all available employees have had the opportunity to accept or decline. In the event no employee accepts the flexible schedule then the employer shall then mandate the least senior employee to that schedule.
- C. Hours of work due to a flexible schedule shall not begin before 7:00 a.m. nor end after 10:00 p.m.
- D. There shall be no splitting of shifts. The employee shall work a seven and one-half (7 ½) or eight (8) hour day consecutively.
- E. There shall be no flexing of an employer's normal work week.
- F. All flex schedules shall be posted forty-eight (48) hours prior to any day flex time is necessary.
- G. Any variations from this scheduling listed above shall be mutually agreed upon the employer, the employee and the union.
- H. Flex scheduling shall no be abused or used as punishment.
- I. This policy is not intended to apply to departments that had an established practice prior to July 1, 2005.

SECTION 10

- A. The scheduling of employees to be On-Call shall be voluntary and shall be as equally and as evenly divided as possible among those qualified to perform the work. Scheduling shall be done on a weekly basis, Monday through Sunday. It shall be rotated among employees who volunteer with the employee with highest seniority being offered the first opportunity and so on down the seniority list. If enough employees to cover the need do not volunteer, then the employer shall require employees in inverse seniority to be in the rotation.
- B. On-Call will begin when the employee leaves work Friday and ends when the employee returns to work on Monday unless otherwise stipulated. The weekend shall be considered as two (2) days.
- C. An On-Call Holiday, as stipulated by the posted holiday schedule according to Article 30, will begin when the employee leaves work and end when the employee is scheduled to return to work unless otherwise stipulated.
- D. Employees who are not members of the bargaining unit may be included in the On-Call rotation.
- E. An employee On-Call shall be required to be reached by pager or cell phone and the County will provide one for the period the employee is on call.

- F. When an employee is required to be On-Call on weekdays, ne or she shall be entitled to two (2) hours of compensation for each week day On-Call.
- G. When an employee is required to be On-Call weekends or holidays he or she shall entitled to four (4) hours of compensation for each weekend day or holiday On-Call.
- H. Compensation shall be provided by pay if overtime is provided in the department's budget. The employee request compensatory time in lieu of overtime.
- I. In the event the employee is actually called in to work on a week day, weekend day or holiday, the employee shall be entitled to On-Call pay and to the minimum Call-In pay and any other overtime compensation as stipulated in Article 23 – Overtime.

ARTICLE 23

OVERTIME

SECTION 1

Employees shall be compensated time and one-half (1 1/2) the base hourly rate of pay for:

- A. All work performed by employees in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean either seven and one-half (7 1/2) hours or eight (8) hours contingent upon the operation of the department.
- B. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week. Normally scheduled hours shall mean either thirty-seven and one-half (37 1/2) hours or forty (40) hours contingent upon the operation of the department.
- C. The provisions of (a) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions of (a) and (b) in the same instance.
- D. Early reporting time: Any full time employee called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.

SECTION 2

Employees shall be compensated at twice the base hourly rate of pay for:

- A. All work performed on the seventh (7th) consecutive work day or shift.
- B. All work performed on a holiday.

SECTION 3

Employees called in early or back to work shall be entitled to time and one-half (1 1/2) their base hourly rate of pay provided their hours of work are consistent with the definition provided in Section 1 (a) and (b) of this Article. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

SECTION 4

The Employer shall compensate the employee with compensatory time off or pay at the employee's option. An employee may decline to work overtime if compensated with compensatory time when his or

her accrued compensatory time is at or above the maximum cap. The employer shall offer the work in seniority order to other members in the department with the knowledge and ability to perform the work. In the event no member is able or willing to perform the work, it may be performed by a non-union member including a supervisor in which case the employee(s) and the Union forfeit the right to grieve the assignment of the work. If possible, compensatory time shall not accumulate beyond seventy-five (75) hours based on a thirty-seven and one-half (37 ½) hour operation or forty-eight (80) hours based on a forty (40) hour.

SECTION 5

Compensatory time shall be administered in the following manner.

- A. When an employee's compensatory time is at or below the cap, time off shall be scheduled at the mutual convenience of the employee and the Employer.
- B. When compensatory time exceeds the stipulated cap, the employee's supervisor may require the employee to take the compensatory time off within a reasonable period.
- C. In the event an employee's accrued compensatory time is greater than the maximum when the employee terminates employment, the employee may be paid for the accrued compensatory time or be maintained on the payroll until such time as the accrued compensatory time is exhausted.
- D. Be it provided that the compensatory time accrual records of the Department shall be the only official record for the use of and payoff of compensatory time. An employee is entitled to a copy of his or compensatory time accrual and utilization record quarterly or within a timely manner upon request.
- E. Compensatory time may be used in place of sick time.

SECTION 6

Employees authorized to work overtime shall fill out a request form for overtime/compensatory time that shall be signed by the department head or their designee. A separate form shall provide for employees to request use of the compensatory time and shall be signed and returned to the employee with the employer's determination no more that forty-eight (48) hours after the request is submitted.

ARTICLE 24 EQUALIZATION OF OVERTIME HOURS

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

ARTICLE 25 SHIFT PREFERENCE

SECTION 1

- A. Employees covered by this Agreement shall be allowed once each year in February to exercise shift preference within their classification by department on the basis of seniority.
- B. Vacancies that occur throughout the rest of the year shall be posted and employees shall be allowed to bid. The person with the highest seniority in that classification shall be allowed to move to the vacant position. Employees who perform specialized or unique functions for

the Employer shall exercise shift preference only when a suitable replacement is trained and available, not to exceed thirty (30) days.

- C. In the event of an emergency, the Employer shall not be prohibited from shift changes in order to provide continuous and effective service only during such emergency.

SECTION 2

Employees of the Library, other than custodial employees, will continue with the same procedure with respect to the shift operation of the Library, however, no employee shall be asked to work more than three (3) nights a week.

Work schedules will be posted well in advance of the date effective. Exchange of work hours can be arranged between staff members provided notice is given in advance to the supervisor concerned. If an exchange cannot be affected and time off is necessary, a request should be made to the supervisor concerned for the time to be adjusted in some other way.

SECTION 3

The Employer shall determine the shift designation of probationary employees.

ARTICLE 26

SICK DAYS

SECTION 1

Employees shall accumulate sick days to be used in the event of illness or as otherwise provided herein.

SECTION 2

Full time employees shall accrue one (1) sick day per month.

SECTION 3

Any part time employee of the County, hired prior to January 1, 1986 who is regularly scheduled to work twenty (20) or more hours a week shall receive half (1/2) a sick day a month. A sick day shall be equal to the number of hours scheduled to work within a given twenty-four (24) hour period. Half a sick day is equal to half the number of hours scheduled to work within a given twenty-four (24) hour period.

SECTION 4

Each employee shall be eligible to accrue sick days to a maximum of forty (40) days.

SECTION 5

All full time employees shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, continuation of fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed on the reduced salary.

SECTION 6

The County shall provide the disabled employee compensation from the twenty-first (21st) work day to

the one hundred and eightieth (180th) calendar day from disability at a rate of two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation through an insurance plan for the duration of the illness or injury not to exceed a maximum period of five (5) years subject to the administrative terms and conditions established by the insurance carrier. Verification of a continuing medical disability may be required by the County and/or the insurance carrier in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

SECTION 7

The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

SECTION 8

Commencing the one hundred and eighty-first (181st) calendar day, salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. However, the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

- A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.
- B. The County shall require prepayment of all premium costs.

SECTION 9

The employee shall be entitled to select either the core salary continuation plan (disability) or option I as follows:

- A. CORE PLAN
 - * 66 2/3% of base salary
 - * 5 years from date of disability
 - * \$4,000 monthly maximum
- B. OPTION I
 - * 70% of base salary
 - * Benefit to age 65
 - * \$6,000 monthly maximum

The employee electing Option I shall pay by bi-weekly payroll deduction, the difference in premium between the Core Plan and Option I at the County's group rate.

SECTION 10

Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. However, the employee shall have sole responsibility to accept or reject a redemptive offer.

SECTION 11

An employee receiving salary continuation shall be eligible to supplement disability compensation with accrued vacation or sick days on a ratio of one (1) vacation day or sick day for each three (3) days of absence in order to remain at full gross salary.

SECTION 12

An employee shall be eligible to use sick days after completion of the probationary period.

SECTION 13

An employee shall not be paid more sick days than have been accrued.

SECTION 14

An employee on an approved leave of absence shall be subject to all the provisions of Article 21, Leaves of Absence, as it may apply.

SECTION 15

The Employer may require the employee to provide a physician's statement in order to use sick days for a seriously or critically ill spouse, child or parent. The employee may not use more than ten (10) sick days per occurrence.

SECTION 16

Sick days may be taken in place of normally scheduled work days, excluding holidays.

SECTION 17

Sick days shall not accrue on a leave of absence without pay.

SECTION 18

Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 19

Upon termination for any reason, other than gross misconduct, each employee with twelve (12) or more months of employment shall be entitled to receive compensation for accrued sick days on a maximum accrual of thirty (30) days as follows:

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

SECTION 20

In the event of an employee's death, payment of accrued sick days according to the preceding schedule, shall be paid to the employee's beneficiary or estate.

SECTION 21

Each employee shall give the Employer two (2) weeks written notice of termination, or the employee shall forfeit one (1) day of retrievable sick days for each work day short of the required two (2) weeks notice of a voluntary quit.

SECTION 22

A sick day used for any purpose other than provided for by this Agreement shall be considered a misuse and an abuse. The Employer will counsel employees who exhibit questionable attendance and advise the employee that any future questionable attendance will require the employee to provide proof that the sick day is being used for a purpose provided by this Agreement. An employee who fails to provide proof shall be denied the sick day pay requested.

ARTICLE 27
FUNERAL LEAVE

SECTION 1

Members of the Bargaining Unit shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

Up to five (5) working days with pay for: Spouse, Child, Step Child, Mother or Father.

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

Up to three (3) working days with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) workday with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

ARTICLE 28
JURY DUTY

SECTION 1

An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 2

Employees on jury duty shall be paid their regular pay for performing jury duty during their regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary. When jury duty hours are served prior to and/or extend into an employees regularly scheduled work hours and the jury duty time is more than four (4) hours, the employee will not be expected to work his or her regular scheduled work hours. If such jury duty time served is less than four (4) hours, the employee shall be expected to report to work and complete the number of hours of work that when added to the jury time will constitute a full work day. For those employees that are residents of this County who are called to jury duty in a Federal Court outside of this County, two (2) hours of driving time will be recognized as jury time for the purpose of computing the above four (4) hour provision. Employees are required to work the regularly scheduled work day before and after jury duty.

SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely affect any fringe benefits.

SECTION 4

Any reimbursements (by way of example; mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation in a reasonable time and manner.

ARTICLE 29 **INJURY LEAVE** (Worker's Compensation)

SECTION 1

The County Human Resources Department will inform an employee of requirements to be followed for processing a claim for benefits within one (1) business day of receiving notice from an employee of a work related illness or injury.

SECTION 2

The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury.

SECTION 3

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus federal, state, local and F.I.C.A. taxes.

SECTION 4

The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 5

When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions.

SECTION 6

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 7

The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each four (4) days of compensable absence.

ARTICLE 30 **VACATIONS**

SECTION 1

All full time County employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	5
3 - 4	10
5 - 9	17
10 - 14	20
15 - 19	23
20 - 24	25
25 - 29	28
30+	30

SECTION 2

The full allocation of days, according to the above schedule, shall be credited to the employee upon each anniversary of full time employment with the County.

SECTION 3

Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

SECTION 4

An employee shall be entitled to carry forward from the previous year's accrual as many days that, when added to the anniversary credit, does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time. However, in the event that an employee can document that reasonable attempts have been made to schedule vacation time off to prevent exceeding the above cap prior to their anniversary, and such requests have been denied, the employee shall be allowed to carry over the amount of days that are over the cap but shall be required to use said days within a specific period of time as determined by the Department Head. Such days not used shall be forfeited.

SECTION 5

Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the department but approval shall not be unreasonably withheld. All vacation requests shall be made in writing and authorization or denial shall be in writing. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous. Simultaneous shall mean requests submitted on the same day for the same time.

SECTION 6

A department head shall not be required to approve or deny a vacation request more than ninety (90) calendar days in advance except when the employee's vacation plans are of a nature which require the employee to make a financial obligation in advance of ninety (90) calendar days. A department head shall approve or deny a timely vacation request no more than fourteen (14) calendar days after receipt of such vacation request, unless otherwise mutually agreed by the department head and employee. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the department head.

SECTION 7

Part time employees are not entitled to paid vacation. However, a part time employee shall be entitled to unpaid vacation in accordance with the graduated schedule in the preceding section 1 of this article. Be

it provided a part time employee must have the prior approval of the Department head in order for the absence to be approved.

SECTION 8

A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

SECTION 9

Upon termination, retirement, or death, the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 31 **HOLIDAYS**

SECTION 1

All full time County employees and regularly scheduled part time employees of the Library shall be entitled to the following paid holidays based upon the Employer's regular work day which is intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court change the following schedule in any way, that amended schedule shall prevail and apply:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
December 24
Christmas Day
December 31

and such other holidays as may be established by action of the Board of Commissioners. Should the Supreme Court diminish the number of holidays, the parties shall meet to discuss the holiday schedule for the purpose of determining if an adjusted schedule can be arrived at that will meet the service needs of the Employer and the Courts.

SECTION 2

A regularly scheduled part time employee in a department other than the Library with five (5) or more years of continual service shall be entitled to the Holidays stipulated in the preceding section 1 when his or her regularly scheduled work day occurs on the same date the Holiday is celebrated by the County. Part time employees' schedules will not be manipulated in order to avoid paying Holiday pay.

SECTION 3

To be eligible for a holiday, an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

SECTION 4

Due to the diverse operation of different County departments, the celebration of holidays shall be as follows:

- A. Monday through Friday scheduled departments
In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, it shall be celebrated the preceding Friday.
- B. Monday through Saturday scheduled departments
In the event a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. When a holiday falls on a Saturday, employees scheduled to work five (5) days shall be scheduled to work Monday through Thursday. Friday shall be considered the holiday and Saturday shall be a day off without pay.
- C. Seven Day/Twenty-Four hour departments
Employees who work in an around-the-clock facility whose schedule would include at least one weekend day shall celebrate the holiday on the day it actually occurs. The employee who works the holiday shall receive two and one-half times their regular hourly rate. The employee who is not scheduled to work shall receive straight time pay.

SECTION 5

The County shall make every effort to provide reasonable accommodations for employees to attend services associated with the practice of religious beliefs. Be it provided that the employee shall give sufficient notice to provide the supervisor opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the department. The County will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

SECTION 6

Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 7

An employee who is authorized to work a holiday shall be entitled to compensation in accordance with Article 22 - Overtime.

ARTICLE 32 **HEALTH CARE**

SECTION 1

Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 - Employee
\$200 - Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)
Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)
\$ 600.00 Employee
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Rider

HCA - Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

PD-CM - Contraceptive Medications

PCD - Contraceptive Devices

The Employer shall pay the total cost of premiums of full time regular employees with the following exceptions:

- A. Employees hired on or after July 1, 1985 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- B. Employees hired prior to July 1, 1985 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to July 1, 1985 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after July 1, 1985 shall be subject to the preceding subsection b.
- D. Employee premium cost shall be paid by way of payroll deduction.

Part time regular employees regularly scheduled to work an average of twenty (20) or more hours a week, that choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

SECTION 2

Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core plan.

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Care

HCA - Hearing Care

PD-CM - Contraceptive Medications

PCD – Contraceptive Devices

\$15.00 Office Visit Co-Pay

No Out-Of-Pocket Maximum Plus Deductible (Excluding Mental Health Care Services)

Annual Employee Cash Cost (Deducted bi-weekly)

\$ 750.00 – Single Plan

\$1,250.00 – Two Person Plan

\$1,500.00 – Family Plan

B. OPTION III NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

\$ 650 - One Person subscriber

\$1100 - Two Person subscriber

\$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

SECTION 3

The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

SECTION 4

All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods each month.

SECTION 5

The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE PLAN (Premium paid by the County)

* Plan 100 50/50 to an annual maximum of \$1000 per individual.

* Class III Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

* \$200 to a flexible reimbursement account.

C. OPTION II

* \$150 cash rebate.

SECTION 6

Effective July 1, 2006 an employee participating in the County Health Care Plan shall be entitled to a prefunded Health Reimbursement Account (HRA) from which he or she may pay for unreimbursed health care expenses.

- A. Effective each July 1 of years subsequent to July 1, 2006 a participating employee's HRA shall be credited as follows.
 - 250 Credits - Single Plan Coverage
 - 500 Credits- Two Person Plan Coverage
 - 750 Credits- Family Plan Coverage
- B. Unreimbursed health care expenses are limited to plan co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- C. Unused credits shall accrue from year-to-year and into retirement when the employee is eligible for a pension from the County.
- D. A single credit shall be equal to a single dollar but shall have no cash value for any purpose except for payment of unreimbursed health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs.
- E. Upon termination of employment, except as defined in the following subsection F, all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee's beneficiary or estate.
- F. In the event the employee retires or defers retirement as defined by the St. Clair County Retirement Plan, his or her credits shall be carried forward into retirement for the purpose of reimbursement of health care expenses limited to co-pays, deductibles, eligible non-covered medical costs and/or retiree health care premium costs. Retirement and deferred retirement shall mean eligibility for and receipt of a pension from the St. Clair County Retirement Plan.

SECTION 7

In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

SECTION 8

An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

ARTICLE 33 **LIFE INSURANCE**

SECTION 1

A full time employee shall be eligible for life insurance in the amount of \$35,000 and shall include an A.D. & D. Rider.

OPTION 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

OPTION 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

SECTION 2

On an approved leave of absence without pay, the employee may continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

SECTION 3

In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

ARTICLE 34 **ACT OF GOD**

SECTION 1

In the event of a natural or man-made disaster or emergency, the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller or Deputy Administrator/Controller, may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time or straight pay for the work performed.

SECTION 2

In the event any member or members of the Bargaining Unit are sent home from work or advised not to report to work for reason other than discipline by the Employer, those employees shall receive their full day's pay for that day.

SECTION 3

In the event the natural or man-made disaster or emergency occurs at a time other than normal County office hours, the Department Head or Supervisor in charge shall contact the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller or Deputy Administrator/Controller to receive direction.

ARTICLE 35 **SERVICE RECOGNITION**

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired before July 1, 1996 by providing a percentage of salary not to exceed the maximum payment as follows:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum Payment</u>
10 - 14	4%	\$1,000
15 - 19	6%	\$1,500
20 - 24	8%	\$2,000
25+	10%	\$2,500

SECTION 2

Employees eligible for service recognition shall be paid a single lump sum the first full pay period

following their date of full time h...-

SECTION 3

Continuous service for the purpose of this Article shall not be affected by a layoff unless such layoff exceeds one (1) year. Upon recall from layoff of less than one year, seniority shall be adjusted in accordance with Section 4 of Article 14 - Recall From Layoff and the next service recognition payment shall be pro-rated accordingly.

SECTION 4

Employees with ten (10) or more years of continuous service shall be entitled to a prorated lump sum payment in the event of retirement or, in the event of death in service, a prorated payment to their beneficiary.

ARTICLE 36 **UNIFORM ALLOWANCE**

SECTION 1

The Employer shall provide a uniform allowance to all employees who are required to wear a uniform. When the uniform is supplied by the County, the employee shall not be entitled to a uniform allowance.

SECTION 2

An employee required to purchase a uniform shall be entitled to a Two Hundred Dollar (\$200.00) uniform allowance shall be paid in equal quarterly amounts in January, April, July and October.

SECTION 3

Probationary employees shall not be eligible for uniform allowance. An employee who completes probation shall receive the allowance issued during the probation with their first regular allowance.

SECTION 4

Employees who have their probationary period extended shall not be excluded from receiving the full allowance during the extension period.

SECTION 5

The employee must be on the payroll when the allowance is paid to be eligible to receive the allowance. The allowance shall be prorated to exclude the time on a leave of absence.

ARTICLE 37 **MILEAGE ALLOWANCE**

SECTION 1

Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum non-taxable rate allowable by the U.S. Department of Internal Revenue.

ARTICLE 38
RETIREMENT BENEFIT

SECTION 1

All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the Retirement Plan custodians and shall not be subject to nor require separate union approval.

SECTION 2

The Defined Benefit Pension and the retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

SECTION 3

The St. Clair County Retirement System provides full time regular employees with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on an employee's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory upon full time regular employment. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Employee and Employer contributions are as follows.

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in section 13 of this article.
- B. The County shall contribute the annually recommended actuarially amount. Effective July 1, 2006 the annual recommended actuarial amount shall be considered to be eight-point-six percent (8.6%).
- C. The employer contribution in calendar years subsequent to 2006 shall increase no more than one percent (1%) in a calendar year regardless of the annual recommended actuarial amount.
- D. In the event the increase in the annual recommended actuarial amount is greater than one percent (1%) the overage shall be attributed to the subsequent calendar year(s) until such time as the annual actuarially recommended amount is contributed, including the overage amount.
- E. In the event the annual recommended actuarial amount is a reduction, the employer shall be entitled to, but is not required to, reduce the amount even if such reduction is greater than one percent (1%).

SECTION 4

The St. Clair County Retirement System provides full time regular employees opportunity to prefund retiree health care coverage by contributing to a Health Care Trust Account. Employee participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

- A. An employee subject to the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.
- B. An employee subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost to the retiree.
- C. An employee that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.
 - I. The employee shall have eleven (11) or more actual years of service contributions to the Retirement Plan.
 - II. The employee, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.
 - III. The employee with credits accrued in his or her Health Reimbursement Account (HRA) shall pay for the premium cost as a deduction from their HRA. When the HRA is depleted of credits the provisions of the preceding [ii] shall apply.
 - IV. The employee with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. While contributions are depleted the retiree shall be subject to the preceding [ii].
 - V. The employee upon making an application for retirement employee must choose to purchase or not purchase health care coverage. The employee, as a retiree, may not choose to purchase health care at a later time. In other words, the employee, as a retiree, must participate in the purchase health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.
 - VI. The employee, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

SECTION 5

Contributions to the Health Care Trust Account shall be calculated on an employee's eligible bi-weekly wages as defined in section 13 of this article. The employee and employer shall contribute to the Health Care Trust Account as follows.

- A. The contribution of employees hired before July 1, 2006 shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.
 - July 1, 2006 - 1/3 of the across the board adjustment accumulative into ensuing years.
 - July 1, 2007 - 1/3 of the across the board adjustment accumulative into ensuing years.
 - July 1, 2008 - 1/3 of the across the board adjustment accumulative into ensuing years.
- B. The contribution of employees hired on or after July 1, 2006 shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.

July 1, 2006 - 1/2 of the across the board adjustment accumulative into ensuing years.
 July 1, 2007 - 1/2 of the across the board adjustment accumulative into ensuing years.
 July 1, 2008 - 1/2 of the across the board adjustment accumulative into ensuing years.

- C. The County contribution shall be calculated on the across the board adjustment granted the bargaining unit each July 1st during the term of this Agreement as follows.

July 1, 2006 - 2/3 of the across the board adjustment accumulative into ensuing years.
 July 1, 2007 - 2/3 of the across the board adjustment accumulative into ensuing years.
 July 1, 2008 - 2/3 of the across the board adjustment accumulative into ensuing years.

- D. The County shall contribute four-point-four percent (4.4%) of eligible employee bi-weekly wages as a non-match amount. Non-Match shall mean this amount shall not satisfy the requirements of the preceding subsection C.
- E. In the event the combined annual recommended actuarial amount for health care coverage decreases below the percentage achieved in December 31, 2008, the decrease shall be applied to the employee and the employer on the ratio of one-third (1/3) for the employee and two-thirds (2/3) for the employer.

SECTION 6

Employees hired before July 1, 2006 with sufficient years of service and age to retire during the term of the Agreement shall be entitled to select the following contribution option.

- A. The employee shall contribute five percent (5%) of his or her eligible bi-weekly wage as defined in section 13 of this article for the duration of this Agreement. The employee contribution shall be attributed to both pension and health care.
- B. The County shall contribute thirteen percent (13%) of the employee's eligible bi-weekly wage for the duration of this Agreement. The County's contribution shall be attributed to both pension and health care.
- C. In selecting this option the employee agrees to and shall retire on or before June 30, 2009, which is the final day of this Agreement.
- D. In selecting this option the employee must complete and sign a retirement application form designating a retirement date no later than June 30, 2009. The employee shall also sign a form that authorizes the County to deduct from the employee's pay an amount that equals the health care contributions stipulated in section 5 of this article to be paid by the employee who fails to retire on or before June 30, 2009. The employee that fails to timely complete and submit both forms shall not be entitled to this contribution option.
- E. The employee that fails to retire or otherwise leave employment no later than June 30, 2009 shall be required to pay an amount equal the contributions that otherwise would have been made to the Health Care Trust Account. Contributions due shall be made by payroll and/or in a lump sum at the employee's discretion but shall be paid in full within ninety (90) calendar days after June 30, 2009 or the employee will be subject to pay one percent (1%) daily compounded interest.

SECTION 7

The County's combined Retirement Plan contributions for Defined Benefit Pension and to the Health Care Trust Account shall be no less than thirteen percent (13%) during the term of this Agreement.

SECTION 8

An employee shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as the former employee is eligible to receive a pension.
- C. The employee that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.
- D. The employee that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all employee accounts regardless of union affiliation.

SECTION 9

An employee shall only be entitled to withdraw his or her contributions to the Health Care Trust Account upon termination of employment.

- A. An employee is not required to withdraw his or her contributions upon termination of employment.
- B. Contributions left in the plan are deferred until such time as when the former employee shall be entitled to a retirement pension.
- C. The employee that leaves his or her contributions in the Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.
- D. The employee that withdraws his or her contributions shall terminate all right to receive health care coverage from the plan at no premium cost to the retiree.
- E. The employee that leaves his or her contributions in the Health Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in Section 4 of this article.

SECTION 10

A retiring employee subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

SECTION 11

A retiring employee subject to the modified retirement plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive to date of hire
25 and above	2.40% - retroactive to date of hire

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy (70%) percent for employees hired on or after July 1, 2006. The multiplier maximum for employees hired prior to July 1, 2006 shall not exceed seventy-five percent (75%). The final average compensation shall be calculated on the best three [3] years of the last ten [10] years of eligible compensation.

SECTION 12

An employee shall be eligible for early retirement as follows.

- A. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) actual years of service.
- B. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions.
- C. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service.
- D. Actual years of service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

SECTION 13

Retirement shall be computed on the base salary only and shall not include compensation from;

- A. Overtime or compensatory time payoff.
- B. Vacation day accrual payoff upon separation from employment for any reason.
- C. Sick day accrual payoff upon separation from employment for any reason.

ARTICLE 39 **EQUIPMENT, TOOLS AND SUPPLIES**

The Employer shall provide employees with all necessary equipment, tools and supplies needed to perform their duties.

ARTICLE 40 **UNION BULLETIN BOARDS**

The Union may use a bulletin board which shall be located at each location leased or owned by the County and designated for use by the County. The bulletin board shall be located in a convenient place for the purpose of posting notices of the following activities:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.

ARTICLE 41
WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

Administrative employees shall not be permitted to perform work within the Bargaining Unit except in cases of an emergency arising out of an unforeseen circumstance.

ARTICLE 42
SAFE WORKING ENVIRONMENT

SECTION 1

The Employer and the employees of the County share a mutual concern for providing a safe working environment. In order to better achieve optimum safety at all of its locations and for all of its employees, the County and the Union agree to abide by OSHA and MIOSHA for the protection of the County and its employees.

SECTION 2

The Employer or the Union shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall be recorded on a form provided by the Human Resources Department and shall identify the location, setting, danger, and remedy in the issue.

SECTION 3

In the event the safety recommendation is not implemented, or the Union is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

SECTION 4

Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rest with the Employer and the employees.

SECTION 5

The County will post diagrammed escape routes in a conspicuous place in each of its offices in all County Buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 43
WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

It is recognized that the need to provide effective and dependable services to the patrons and citizens of St. Clair County is of paramount importance and that there should be no interruptions of such services.

SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and the members of the Bargaining Unit under this Agreement will not engage in or encourage, any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the clients or the services of the department.

RESOLUTION - 06-14
ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF ST. CLAIR COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
JUVENILE CENTER SHIFT SUPERVISORS - C.O.A.M.


WHEREAS, the JUVENILE CENTER SHIFT SUPERVISORS - C.O.A.M. is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County Juvenile Center and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

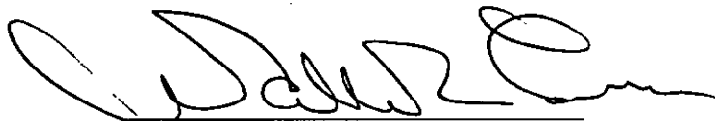
NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period November 8, 2005 through December 31, 2006 is hereby approved and adopted.

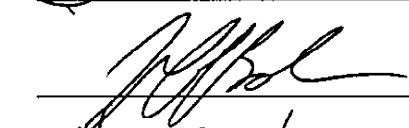
Date : May 17, 2006

Reviewed and Approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060





Howard Heidemann

AGREEMENT BETWEEN
THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
AND
THE EMPLOYEES OF THE
ST. CLAIR COUNTY JUVENILE CENTER
SUPERVISORS ASSOCIATION - COAM

NOVEMBER 8, 2005

THROUGH

DECEMBER 31, 2006

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	2
	PURPOSE AND INTENT	2
1	RECOGNITION	2
2	ASSOCIATION SECURITY	2
3	ASSOCIATION REPRESENTATION	3
4	SPECIAL CONFERENCES	4
5	GRIEVANCE PROCEDURE	4
6	DISCHARGE AND SUSPENSION	6
7	SENIORITY AND PROBATION	7
8	LAYOFF, RECALL AND TRANSFERS	8
9	ACT OF GOD	9
10	VETERANS	9
11	MANAGEMENT RESPONSIBILITY	9
12	WORK WEEK	9
13	BULLETIN BOARDS	10
14	HEALTH AND DENTAL CARE AND LIFE INSURANCE	11
15	SICK DAYS AND DISABILITY INSURANCE	13
16	OVERTIME	16
17	HOLIDAYS	16
18	VACATION	18
19	LEAVE OF ABSENCE	19
20	WORKER'S COMPENSATION	20
21	MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT	21
22	SERVICE RECOGNITION	21
23	RETIREMENT	21
24	UNEMPLOYMENT COMPENSATION	23
25	EDUCATIONAL REIMBURSEMENT	23
26	JURY DUTY, SUBPOENA AND WITNESS FEES	23
27	EMPLOYEE LIABILITY	24
28	WAGES	25
29	DURATION	26
	LETTER OF UNDERSTANDING - RETIREMENT	27

AGREEMENT

PREAMBLE

THIS AGREEMENT, made and entered into November 8, 2005 by and between the ST. CLAIR COUNTY BOARD OF COMMISSIONERS the Employer, and the St. Clair County Juvenile Center Shift Supervisors Association represented by the Command Officers Association of Michigan hereinafter called the Association.

PURPOSE AND INTENT

It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standard, between the Employer and the Employees, which will best serve the citizens of St. Clair County.

ARTICLE 1 RECOGNITION

SECTION 1: The Employer recognizes the Association as the exclusive representative for the purpose of Collective Bargaining with respect to rates of pay and wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified,

"All Shift Supervisors of the St. Clair County Juvenile Center."

SECTION 2: The Employer will not interfere with nor discriminate in any way against any employee in the above Bargaining Unit by reason of membership in the Association or Association activity required by this Agreement, nor will the Employer encourage or discourage membership in the Association or any other organization.

SECTION 3: There shall be no discrimination as to marital status, race, color, creed, national origin or religion nor shall there be discrimination as to age or sex except as required to fulfill State Law and/or Regulations relative to the operation of the Juvenile Center. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 4: No Strike - No lockout. Under no circumstances will the Association cause or authorize or permit its members to cause nor will any member of the Bargaining Unit take part in, any strike, sit-down, stay-in, or slowdown or any violation of any State Law. In the event of a work stoppage or other curtailment, the Association shall immediately instruct the involved employees in writing, that their conduct is in violation of the Contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lockout any employees of the Bargaining Unit during the term of this Agreement.

ARTICLE 2 ASSOCIATION SECURITY AND DUES DEDUCTION

SECTION 1: Membership in the Association is not compulsory. All employees have the right to join, not join, maintain or discontinue their membership in the Association as they see fit. Neither the Employer nor the Association shall exert any pressure upon or

discriminate against any employee with regard to such matters. The Association further agrees not to solicit Association membership and not to conduct activities, except as otherwise provided for by terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

SECTION 2: During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Association, all Association membership dues and Service fees uniformly required; provided however, that the Association presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Association.

Dues and Service fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Association. Each employee Association member hereby authorizes the Association and the County without recourse to rely upon and to honor certificates by the Treasurer of the local Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues and/or Service fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Association.

All employees in the Bargaining Unit who choose not to become members of the Association, shall, as a condition of continued employment, pay to the Association, the employee's exclusive collective bargaining representative, each month, a service fee in an amount as determined by the Association which shall be limited to the cost of negotiation and administration of this Agreement and the representation of such employees. For present certified employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall commence with the first pay period following thirty (30) days of hire.

Monthly fees will be deducted by the Employer and transmitted to the Association as prescribed above for the deduction and transmission of Association dues and Service fees.

ARTICLE 3 ASSOCIATION UNION REPRESENTATION

SECTION 1: The Employer agrees to allow the proper accredited representative of the local unit access to the Administration Office of the Juvenile Center during the weekday day shift for the purpose of policing the terms and conditions of this Agreement; the Association shall have the right upon reasonable notice during the weekday day shift to examine time sheets at the Juvenile Center and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other record of the Juvenile Center pertaining to a specific grievance.

SECTION 2: The Employer recognizes the right of the Association to designate one (1) local President and one (1) Association Steward from the seniority list of the Juvenile Center as Association Officers.

SECTION 3: The Association Officers, will be permitted to leave their work, after obtaining approval of the Superintendent or Assistant Superintendent and recording their time, for the purpose of adjusting grievances in accordance with the Grievance Procedure and for reporting to the Grievant a change in status of a grievance. Permission for the Association Officers to leave their workstation will not be unreasonably withheld. The

Association Officers will report their time to the Superintendent or Assistant Superintendent upon returning from a grievance discussion.

The privilege of the Association Officers to leave their work during their working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

SECTION 4: There shall be a grievance committee composed of one employee of the Employer, selected by the Association, and whose name will be certified in writing to the Employer, together with such other Association officials as the Association may designate.

The Employer either personally and/or by representative or representatives shall meet whenever necessary, at a mutually convenient time, with the Association Grievance Committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances.

ARTICLE 4 SPECIAL CONFERENCES

SECTION 1: Special conferences for important matters not normally subject to the Grievance Procedure will be arranged between the Association and the Employer or a designated representative upon the request of either party, which request shall be in writing and shall specifically recite the subject matter to be discussed.

SECTION 2: Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

SECTION 3: The Association shall be notified of any anticipated changes in working conditions expressed by this Agreement and discussions shall be held thereon upon written request of the Association. Absent an Agreement of such discussions, either party can request mediation through the Michigan Employment Relations Commission. Nothing shall prohibit the Employer from implementing the change prior to conclusion of discussions and/or mediation.

ARTICLE 5 GRIEVANCE PROCEDURE

SECTION 1: A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. In cases involving discipline or discharge, a grievance may be made as to matter of fact of just cause. Any grievance not conforming to the provisions of this paragraph shall be denied. Employee(s), with or without an Association Officer, shall first bring a matter of grievance to the attention of the Juvenile Center Superintendent within thirty (30) calendar days of the alleged occurrence in order to attempt an informal settlement.

Step 1.

- A. An employee having a specified grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with the Juvenile Center Superintendent or designee in an effort

to resolve the matter. The Association shall advise the Juvenile Center Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

Step 2.

- A. A grievance shall be considered resolved at Step 1 unless reduced in writing, signed by the aggrieved employee and submitted to the Juvenile Center Superintendent or designee within ten (10) calendar days of taking the matter up with the Juvenile Center Superintendent or designee. The written grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the grievance.
- B. The Juvenile Center Superintendent shall within fifteen (15) calendar days, schedule a hearing at which time the Grievant and the Association's employee representative and, if determined by the Union, the Business Representative shall be present to present allegations, proofs and remedies. The Juvenile Center Superintendent or designee shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The Juvenile Center Superintendent or designee shall issue a written response within ten (10) calendar days of the conclusion of the hearing.

Step 3

- A. A grievance shall be considered settled at Step 2 unless submitted to the Human Resources Director within fifteen (15) calendar days of the Step 2 response.
- B. The Human Resources Director shall review the Step 2 grievance response and the Association grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Human Resources Director shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the grievance.

Step 4

- A. A grievance shall be considered settled at Step 3 unless an appeal is made for arbitration within fifteen (15) calendar days of the response at Step 3. Within thirty (30) calendar days of the notice of appeal, or a greater time period as otherwise mutually agreed by the parties, the Association shall submit the matter to arbitration or the matter shall not be subject to further advancement.
- B. The Association shall request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.
- C. The Arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of Section 1 of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specified article and section of this Agreement. The expense of the Arbitrator shall be borne equally by the parties. All other expenses related

to the arbitration proceedings including any expenses incurred by calling witnesses shall be borne by the parties incurring such expenses.

- D. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications.
- E. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority and rights vested with the Employer, except as specifically limited by express provisions of this Agreement.
- F. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration and such decision shall be final and binding on all parties.

ARTICLE 6 DISCHARGE AND SUSPENSION

SECTION 1: In any case where disciplinary action is necessary the following procedure shall be followed, except that nothing in this Section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause. The Association shall be notified subsequent to when a written reprimand, suspension or discharge is administered. Notice shall include a copy of all written reprimands and written notices.

SECTION 2: The employee shall have the right to request an Association Officer at any time disciplinary action may be imposed. A matter that may lead to discipline shall not be discussed until an Association Officer is present unless the parties agree to discuss it further. All disciplinary actions shall be subject to the Grievance Procedure.

SECTION 3: The Employer agrees that upon imposing any discipline excepting the oral reprimand, the Association Steward or appropriate Association representative will be notified in writing by the appropriate supervisor within three (3) working days of the action taken. The employees shall be given a copy of all disciplinary action and a copy shall be placed in the employee's personnel file. A notation of oral reprimand by date and subject only and signed by the employee may be placed in the employee's personnel file provided the employee may write a version of the incident for the file.

SECTION 4: Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees, the public or juvenile residents of the facility.

SECTION 5: Employees may review their personnel file during administrative office hours in accordance with state law.

SECTION 6: The Employer shall meet with the Association and the disciplined employee within five (5) working days of the disciplinary action if the employee or the Association so requests.

SECTION 7: In imposing any discipline on a current charge, the Employer will not take

into account any prior infractions that occurred more than two (2) years previously unless such prior infraction involved an intentional falsification of the employee's employment application that has not been formerly disclosed in writing to the Employer.

ARTICLE 7 SENIORITY AND PROBATION

SECTION 1: New employees upon satisfactory completion of probation shall acquire seniority that shall date back to the date of hire into the Juvenile Center. When the employee acquires seniority, the employee's name shall be placed on the seniority list, in the order of seniority preference.

An up-to-date seniority list shall be furnished to the Association upon request every six (6) months.

An employee shall lose seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged and not reinstated;
- (c) If the employee is absent from work for two working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff;

SECTION 2: Seniority shall be on a classification basis only, and in accordance with the employee's last date of hire.

SECTION 3: Probationary Period - Full time employees are required to satisfactorily complete a ninety (90) calendar day probationary period. Part time employees are required to satisfactorily complete a one hundred and twenty (120) calendar day probationary period. The probationary period of a full time employee may be extended an additional thirty (30) calendar days, and part time employee's probation may be extended for an additional sixty (60) calendar days at the discretion of the Employer. Work performance may be evaluated periodically. Probationary employees are to be classified in accordance with the provisions specified in the Employees Classification and Pay Plan. Probation is a trial period that provides the opportunity to become accustomed to the work and to prove abilities on the job. At the same time, it provides the Employer and the Superintendent the opportunity of further appraising employee abilities. During the probationary period, the probationary employee may be released at any time without recourse except as otherwise by law specifically provided.

SECTION 4: Transfer and promotion of employees within the Unit shall be subject to the following provision. In advancement of employees to higher rated, supervisory jobs when ability, merit and capacity of quality and quantity of work are equal, employees with longer seniority will have preference.

ARTICLE 8
LAYOFF, RECALL AND TRANSFERS

SECTION 1: The word layoff means a reduction the work force due to reasons of lack of work, lack of funds, or the elimination of a position.

SECTION 2: Notice to Association - In the event it becomes necessary for a layoff, the Employer shall meet with the proper Association representative at least three (3) weeks prior to the effective date of the layoff, when such prior notice is reasonably possible. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work location. At this meeting the Employer will make known to the Association the reason for the layoff.

SECTION 3: Notice of Layoff - Employees to be laid off will receive at least fourteen (14) calendar days advance notice of layoff. The Association will receive notice at the same time the employee receives notice.

SECTION 4: Order of Layoff - If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees within the classification affected, will be laid off in reverse seniority order, based on minimal qualifications provided in the job description.

SECTION 5: Recall Procedure - When the working force is increased after a layoff, the last employee laid off within a classification shall be the first employee recalled within the classification within the Bargaining Unit. Notice of recall shall be sent to the employees last known address by registered or certified mail. If an employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, the employee shall be considered a quit. In proper cases exceptions may be made with the consent of the Employer.

ARTICLE 9
ACT OF GOD

SECTION 1: In the event of a natural or man-made disaster or emergency, the Chairperson of the Board of Commissioners may declare the same.

SECTION 2: In the event of a natural or man-made disaster or emergency, and any member or members of the Bargaining Unit are sent home from work or are advised not to report to work for reason other than discipline by the Employer, those employees shall receive their full day's pay for that day. Scheduling to provide adequate staff for facility efficiency shall not constitute a natural or man-made disaster or emergency.

SECTION 3: In the event of a natural or man-made disaster or emergency, the employee scheduled to but that fails to report to work shall not be entitled to regular pay but will be entitled to substitute pay from accrued vacation time or compensatory time.

ARTICLE 10
VETERANS

SECTION 1: The re-employment rights of employees and probationary employees who are veterans will be subject to State or Federal Laws.

SECTION 2: Employees who are members of the National Guard or any Reserve Unit of the Armed Forces shall have their rights and obligations guaranteed by applicable State or Federal Law.

ARTICLE 11
MANAGEMENT RESPONSIBILITY

SECTION 1: The Employer hereby reserves and retains unto itself all rights, powers, authorities, duties and responsibilities conferred upon and vested in the Employer by the laws, statutes, the Constitution of the State of Michigan and the Constitution of the United States and the inherent power of the Employer. Except as specifically limited by the provisions of this Agreement, the right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer. In addition, the work schedules, methods and means of department operation are solely and exclusively the responsibility of the Employer, subject however, to the provisions of this Agreement.

SECTION 2: The Association acknowledges the practice of following the provisions of the Facility Manual, prescribing in detail the Standards of Operation prescribed for the orderly and required management of the facility. It is further understood that these standards and procedures as determined by the Employer and at other times as required by Federal and State Laws and regulations, may from time to time be revised for immediate implementation.

Employees must conform to the provisions of said manual including the required health and physical examinations. Be it provided that the facility manual shall be restricted in application to policy provisions that do not add to nor take away from the expressed or implied provisions of this Collective Bargaining Agreement. Should the provision of the Facility Manual be in conflict with the Labor Agreement, the Labor Agreement shall prevail.

SECTION 3: Be it further provided that any changes in the Facility Manual subsequent to the signing of this Labor Agreement which can affect the wages, benefits and/or working conditions and conditions of employment will be a proper subject for a special conference. Upon failure of such special conference to resolve the matter, the Union shall have thirty (30) days from the date of the conference to appeal to mediation through the MERC and its rules.

ARTICLE 12
WORK WEEK

SECTION 1: The work day or shift shall consist of eight (8) hours or twelve (12) hours at the discretion of the Superintendent. The work week of a full time employee shall consist of an average forty (40) hours in a scheduled work week over a six (6) week schedule. Be it provided that a part time employee may be regularly scheduled to work fewer than eight (8) hours as a work day or shift or an average of forty (40) hours in a six (6) week schedule.

SECTION 2: An employee scheduled to work eight (8) or more consecutive hours shall be entitled to a thirty (30) minute lunch period in accordance with the past practice.

SECTION 3: An employee may take a fifteen (15) minute break in accordance with the

present practice, recognizing that such breaks shall not interfere with the proper performance of such employees assigned work; it is further agreed that such breaks shall be taken in the area designated by the Employer.

SECTION 4: Regular full time employees shall be entitled to compensatory time off in lieu of overtime pay.

SECTION 5: For purposes of application of this Agreement, the following definitions are provided:

- A. Weekend Shifts - Working hours that commence on Friday at 11:00 PM and proceed through and cease on Sunday at 11:00 PM.
- B. Full Time - Regularly scheduled to work an average of forty (40) hours a week over a six (6) week schedule.
- C. Part Time - Regularly scheduled to work less than eight (8) hours in a shift or an average of forty (40) hours in a six (6) week schedule.

SECTION 6: The Employer shall exclusively determine the schedule of any employee in accordance with all provisions of this Agreement.

SECTION 7: In order to maintain the efficiency and security of the facility, and to recognize the needs of the employees, the Employer shall schedule in accordance with the following considerations:

- A. Weekend shift work shall be assigned to the lowest seniority to the fullest extent possible, both in terms of the number and start of the shift(s).
- B. Days off may not be consecutive nor are weekends off guaranteed but whenever possible the more senior employees will be entitled to consecutive days and/or weekends off duty.
- C. Permanent switching of shifts by mutual consent. Two or more employees who mutually desire and consent to a permanent switching of shift assignments may make such requests at any time of the year for consideration by the Superintendent. Such requests, if approved, may take effect when deemed operationally appropriate by the Superintendent or his/her designee. The Superintendent shall have the exclusive authority to reverse or undo the shift change for operational reasons whether or not requested by the employees.

ARTICLE 13 BULLETIN BOARD

The Employer shall assign appropriate space on bulletin boards that shall be used by the Association for posting notices, bearing the written approval of the Association President which shall be restricted to:

- A. Notices of Association recreational and social affairs;
- B. Notices of Association elections;
- C. Notices of Association appointments and results of Union elections;

- D. Notices of Association meetings;
- E. Other notices of bona fide Association affairs, which are not political or libelous in nature.

ARTICLE 14
HEALTH AND DENTAL CARE AND LIFE INSURANCE

SECTION 1: Each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 - Employee
\$200 - Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services)

\$ 600.00 Employee
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs
\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Rider

HCA - Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

The Employer shall pay the total cost of premiums of full time regular employees with the following exceptions:

- A. Employees hired on or after January 1, 1989 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- B. Employees hired prior to January 1, 1989 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after January 1, 1989 shall pay 50% of the rider premium cost and the County shall pay 50% of the premium cost.
- C. Employees hired prior to January 1, 1989 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after January 1, 1989 shall be subject to the preceding subsection b.
- D. Employee premium cost shall be paid by way of payroll deduction.

Part time regular employees, should they choose to participate, shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

SECTION 2: Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core plan.

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Care

HCA - Hearing Care

\$15.00 Office Visit Co-Pay

No Out-Of-Pocket Maximum Plus Deductible (Excluding Mental Health Care Services)

Annual Employee Cash Cost (Deducted bi-weekly)

\$ 750.00 - Single Plan

\$1,250.00 - Two Person Plan

\$1,500.00 - Family Plan

B. OPTION III NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

\$ 650 - One Person subscriber

\$1100 - Two Person subscriber

\$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

SECTION 3: The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

SECTION 4: All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods each month.

SECTION 5: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE PLAN (Premium paid by the County)

- * Plan 100 50/50 to an annual maximum of \$1000 per Individual.
- * Class III Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 cash rebate.

SECTION 6: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

SECTION 7: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs. The County will notify new employees of all Insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify Insurance benefits

Section 9: Full time employees shall be eligible for life insurance in the amount of \$32,500 as the core benefit or to select one of the following options.

OPTION 1 - The employee has the option to purchase an amount equal to the core benefit at the Employer's group rate.

OPTION 2 - The employee has the option to purchase an amount equal to twice the core benefit at the Employer's group rate.

ARTICLE 15
SICK DAYS AND DISABILITY INSURANCE

SECTION 1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Sick days will be counted as days worked. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

SECTION 2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

SECTION 3: An employee shall be eligible to use sick days upon satisfactory completion of the orientation period, for personal illness or serious or critical illness of the immediate family not to exceed ten (10) sick days. Nothing will prevent the Superintendent from extending the number of sick days based on the severity of individual cases. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave in the event of an immediate family members death as defined and limited to;

spouse, child, step-child, sibling, grandparent, sister-in-law, brother-in-law, mother, father, step-parent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to the spouse, parent or child. The employee shall be required to provide proof of the death of immediate family member. Nothing will prevent the Superintendent from extending the number of sick days based on the severity of individual cases.

SECTION 4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

SECTION 5: An employee who exhibits questionable attendance shall be subject to a "proof required status". Questionable attendance shall mean a pattern of absences or frequent absences beyond two (2) days in a thirty (30) day period or six (6) days in a ninety (90) day period. An employee who has provided appropriate verification of a medical condition prohibiting them from working shall not be considered to be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician or other bona fide medical professional indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on "proof required status" for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Superintendent may choose not to place an employee on proof required status if circumstances warrant.

A. Not to include approved non-sick days, such as bereavement days.

B. Not to include worker's compensation.

SECTION 6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

SECTION 7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's retirement plan, social security and/or worker's compensation.

SECTION 8: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

SECTION 9: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

SECTION 10: Commencing the one hundred and eighty-first (181st) calendar day, continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be

eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

- A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.
- B. The County shall require prepayment of all premium costs.

SECTION 11: The employee shall be entitled to select either of the following option to the core salary continuation (disability) plan.

A. CORE PLAN

- * 66 2/3% of base salary
- * 5 years from date of disability
- * \$4,000 monthly maximum

B. OPTION I

- * 70% of base salary
- * Benefit to age 65
- * \$6,000 monthly maximum

The employee electing Option I shall pay, by by-weekly payroll deduction, the difference in premium between the Core Plan and Option I at the County's group rate.

SECTION 12: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

SECTION 13: The employee shall be eligible to supplement disability compensation with sick or vacation on a ratio of one (1) sick or vacation day to three (3) days of absence in order to remain at full normal gross salary.

SECTION 14: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

SECTION 15: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 19 - Leave of Absence.

SECTION 16: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

SECTION 17: Upon termination of employment for any reason other than gross misconduct, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

ARTICLE 16 OVERTIME

SECTION 1: Time and one-half: All hours worked by employees in excess of an employee's regular schedule of eight (8) consecutive hours or twelve (12) consecutive hours in any one work day or hours in a normal work week shall be paid at the rate of time and one-half the regular hourly base rate but not both.

SECTION 2: Sunday work: Employees who for reason of emergency as determined by the Employer are called upon to work Sunday, although not normally scheduled to work Sunday, shall be paid at time and a half the regular hourly base rate, provided the Employer cannot give the employee sixteen (16) or more hours notice prior to the time to report to work but in accordance with Section 1, Time and one-half.

SECTION 3: Call in time: Employees who shall be called in to work or scheduled to work at a time not normal or regular to their schedule shall be guaranteed no less than two (2) hours pay at the rate appropriately provided herein. To be eligible for call in time pay the employee must actually work any portion of two (2) hours.

SECTION 4: Holidays: Employees who are required to work a holiday shall be compensated as provided in Article 17 - Holidays; Sections 5 and 6.

SECTION 5: Equalization: The Employer shall make every effort to equalize overtime among employees qualified to perform such work as is required and by seniority.

SECTION 6: Compensatory Time: The Employer shall not be prohibited from utilizing compensatory time in lieu of overtime pay as provided in sentence one of this Article.

SECTION 7: The holiday shall be celebrated starting at 11:00 PM prior to the calendar holiday and proceed 24 consecutive hours and cease at 11:00 PM the calendar day of the holiday.

ARTICLE 17 HOLIDAYS

SECTION 1: Full time employees shall be eligible for holidays as provided herein.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

SECTION 2: To be eligible for a holiday an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

SECTION 3: All employees regularly scheduled to work on a holiday are required to work unless an absence has been approved by the Employer.

SECTION 4: A paid holiday shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 5: Employees shall be compensated at two and one-half (2 1/2) times their base hourly rate for work performed on a holiday.

Option 1 - The employee shall be compensated at two and one-half (2 1/2) times the base hourly rate.

Option 2 - The employee shall be compensated at one and one-half (1 1/2) times the base hourly rate and granted an hour for hour vacation credit.

Be it provided that:

A. The employee shall indicate their choice of option to the Superintendent or designee within the pay period the holiday occurs according to the time frame established to report payroll information.

B. Vacation days acquired from holidays shall be used by August 31 each year as earned and credited or the days shall be paid. In other words, the day(s) shall not accrue beyond August 31.

C. An employee who fails to indicate an option shall be compensated according to Option 1.

D. Holidays that occur on an employee's day off shall be credited with an hour for hour vacation credit and shall be subject to all the provisions herein.

E. A record of each employee's regular vacation accrual shall be maintained separately from his/her holiday accrual record, with a combined total of both types of accrual also being maintained.

F. Regular vacation accrual shall not exceed 35 days.

G. Holiday accrual must be at zero on August 31st each year. If holiday accrual is not at zero on August 31st, an employee shall be paid for all remaining days on the succeeding payroll.

H. Holiday accruals shall be kept at the lowest possible number. An employee's

approved absence shall be charged against holiday accrual (whole days only), if any exists, before regular vacation accrual is charged. In the event an employee is granted a vacation within 30 days of the employee's anniversary date, the deduction shall be made from the vacation accrual if the employee's annual vacation credit would result in the employee exceeding the 35 day maximum.

I. Upon termination of employment, an employee shall not be paid for more than a combined total of 35 holidays and/or vacation days.

J. The holiday shall be on a calendar day starting at 11:00 PM, proceeding for 24 consecutive hours and cease at 11:00 PM.

ARTICLE 18

VACATION

SECTION 1: After one (1) year of continuous full time employment, employees shall be eligible for vacation. Vacation shall be computed from the anniversary date of the beginning of full time employment as of the last date of hire.

SECTION 2: Each full time employee shall be entitled vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	5
3 - 4	10
5 - 9	17
10 - 14	20
15 - 19	23
20 - 24	25
25 +	28

SECTION 3: The employee may accumulate vacation days up to, but no more than thirty five (35) days provided that no less than five (5) days must be utilized each and every anniversary year or such days shall be forfeited. However, in the event that an employee can document that reasonable attempts have been made to schedule vacation time off to prevent exceeding the above cap prior to their anniversary, and such requests have been denied, the employee shall be allowed to carry over the amount of days that are over the cap but shall be required to use said days within a specific period of time as determined by the Superintendent. Such days not used shall be forfeited.

SECTION 4: The employee shall not be entitled to use more than the number of vacation days that have been earned.

SECTION 5: Scheduling of vacation will be worked out between the Superintendent and the employee at a time mutually agreeable to the Employer and the employee in such a manner that no shortage in staff results and where reasonably possible, giving preference to seniority as to choice of time on vacations, although vacations will be granted on a first come, first served basis. In the event of simultaneous requests, seniority shall prevail. Simultaneous shall mean requests submitted on the same day for the same time.

SECTION 6: The employee, upon termination or retirement, shall be paid for all earned vacation days, up to but not greater than thirty five (35) days, upon the next regular pay

day after termination or retirement, if possible but not later than on the following regular pay day.

SECTION 7: Paid holidays occurring during a paid vacation shall not be charged as vacation but as holiday.

SECTION 8: A vacation day shall be counted as a day worked.

ARTICLE 19 LEAVE OF ABSENCE

SECTION 1: Leaves of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority for illness whether physical or mental.

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the ACT and a Fact Sheet shall be provided the employee in a reasonable method and manner. Leave taken under the ACT will be taken consistent with the ACT, this provision and the policy of the Employer.

SECTION 2: Leave of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority for:

- A. Serving in an Association position.
- B. Educational purposes, when job related. Be It provided, however, that any such leave shall be consistent with meeting the operating needs of the department.

SECTION 3: All leaves based upon illness shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness, extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished at reasonable intervals evidencing the inability of the employee to return to normal work duties.

SECTION 4: The Employer may require the employee on leave due to an illness to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

SECTION 5: The requirements of Sections 3 and 4 may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted. In no case shall an employee be granted a leave of absence for a period of time greater than their accrued seniority.

SECTION 6: An employee shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician and may be subject to Section 4.

SECTION 7: The parties shall be entitled to continue a leave of absence when a physician establishes an ongoing disability.

SECTION 8: While on a leave of absence without pay, the employee accrues no vacation

time, sick leave, retirement credit, or gain from any other fringe benefit.

SECTION 9: Failure to report to work on the next scheduled work day after a leave of absence expires shall result in the immediate discharge unless extenuating circumstances can be demonstrated and shall not be subject to the grievance procedure.

SECTION 10: Leaves of absence with pay for any short term educational training that will benefit the Employer may be authorized by the Department Head.

SECTION 11: Employees elected to any permanent full time Association office or selected by the Association to do work which takes them from their employment with the Employer, shall, at the written request of the Association, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year.

ARTICLE 20 WORKER'S COMPENSATION

SECTION 1: All employees shall be subject to the St. Clair County's Worker's Compensation plan, the terms and conditions of which are described herein.

SECTION 2: When an employee is injured during the course of employment, the alleged injury shall be reported to a Supervisor as soon as possible. The Supervisor shall complete an accident report on the form provided by the County and submit it to the Superintendent who shall forward it to the Human Resources Department.

SECTION 3: In the event of an alleged injury, the Supervisor shall immediately contact the Human Resources Department.

SECTION 4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extent of their accrued sick days.

SECTION 6: Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 7: The supplemental compensation shall be deducted from the employee's accrued sick days at a rate of one (1) sick day for every three (3) days of Worker's Compensation paid.

ARTICLE 21
MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

SECTION 1: Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum non-taxable rate allowable by the U.S. Department of Internal Revenue.

SECTION 2: Approved expenses for out-of-County lodging and meals shall be reimbursed to the employee when attendance is required at employment related activities.

ARTICLE 22
SERVICE RECOGNITION

SECTION 1: The Employer shall recognize years of continuous full time service of employees hired before October 1, 1996 by providing a percentage of base salary according to the following formula, but not to exceed the maximum payment:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum Payment</u>
10 - 14	4%	\$1,200
15 - 19	6%	\$1,800
20 - 24	8%	\$2,400
25+	10%	\$3,000

SECTION 2: Full time employees who satisfy the minimal requirement each year shall be paid a single lump sum in the first pay period following their anniversary.

SECTION 3: Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement, death, or resignation with two (2) weeks notice.

ARTICLE 23
RETIREMENT

SECTION 1: All full time employees on their date of hire shall become members of the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate Association approval.

SECTION 2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five (5%) percent of their regular compensation by way of bi-weekly payroll deduction.

SECTION 3: Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the Plan prior to retirement shall result in termination of all benefits from the Plan.

SECTION 4: A retiring employee subject to the Modified Plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL MULTIPLIER</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 through 29	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

SECTION 5: The retirant shall have had twenty (20) years of service credit in order to be eligible for health care coverage participation. The cost of the health care plan shall be borne by the Retirement Plan.

SECTION 6: Employees shall be eligible to participate in the Deferred Compensation Program for as long as the County provides the program in accordance with the Plan provisions.

SECTION 7: An employee, subject to either the Original Plan or the Modified Plan, shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or purchase of military service time.

SECTION 8: Retirement shall be computed on the base salary only and shall not include compensation from;

- A. Overtime pay in excess of seventy (75) hours in a calendar year or compensatory time payoff.
- B. Sick day accrual payoff upon separation from employment for any reason.

SECTION 9: Employees who previously elected to remain under the Plan reflected in the January 1, 1990 through December 31, 1993 Collective Bargaining Agreement and referred to as the Original Plan shall be governed by the benefits and provisions of that Plan.

Section 10: Rick Manns is the only Bargaining Unit member that elected to participate in the retirement plan reflected in the January 1, 1990 through December 31, 1993 Collective Bargaining Agreement. That retirement plan provides the employee with the following benefits;

- 1. A multiplier of two (2%) percent for each year of contributed service into the Plan.
- 2. Health care and dental insurance coverage regardless of the years of contributed service upon retirement.

It is further understood and agreed that negotiated changes that affect the Revised Plan shall not apply to the Original Plan unless specifically acknowledged and set forth in the Collective Bargaining Agreement between the parties.

ARTICLE 24
UNEMPLOYMENT COMPENSATION

The Employer shall cooperate toward the prompt settlement of unemployment claims which are due and owing. The Employer shall determine the plan to provide benefits as established by applicable laws and regulations.

ARTICLE 25
EDUCATIONAL REIMBURSEMENT

SECTION 1: Full time employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skill in the area in which they are employed.

SECTION 2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

SECTION 3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Employer shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in Section 4. Approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

SECTION 4: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of half the value of the sick day to the course cost. In other words, the Employer shall have deducted from the employee's accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

SECTION 5: An employee shall have at least one year of full time service with the Juvenile Center to be eligible for consideration.

SECTION 6: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hour at the expense of the Employer. Nor shall the employee be entitled to utilize the resources of the Employer including supplies, equipment, or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE 26
JURY DUTY, SUBPOENA AND WITNESS FEE

SECTION 1: An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 2: Employees on jury duty shall be paid regular pay for performing jury duty

during regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary. When jury duty hours are served prior to and/or extend into an employees regularly scheduled work hours, and the jury duty time is more than four (4) hours, the employee will not be expected to work his or her regular scheduled work hours. If such jury duty time served is less than four (4) hours, the employee shall be expected to report to work and complete the number of hours of work that when added to the jury time will constitute a full work day. For those employees that are residents of this County who are called to jury duty in a Federal Court outside of this County, two (2) hours of driving time will be recognized as jury time for the purpose of computing the above four (4) hour provision. Employees are required to work the regularly scheduled work day before and after jury duty.

SECTION 3: Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely affect any fringe benefits.

SECTION 4: Any reimbursements (by way of example: mileage, lodging, and/or reimbursable out-of-pocket expenses) shall belong to the employee. If such a reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation, in a reasonable time and manner.

SECTION 5: Employees who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related.

SECTION 6: Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

ARTICLE 27 EMPLOYEE LIABILITY

SECTION 1: The County shall indemnify each employee against claims of liability that may arise from the course of employment.

ARTICLE 28
WAGES

<u>November 8, 2005</u>		<u>START</u>	<u>0 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Shift Supervisor		\$30,712	37,410	38,126	39,582	41,122	42,702
<u>January 1, 2006</u>	2.5%	<u>START</u>	<u>0 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Shift Supervisor		\$37,027	38,355	39,083	40,700	42,102	43,763

ARTICLE 29

DURATION

Section 1: This Agreement shall remain in full force and effect until December 31, 2006. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2: In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3: It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances.

FOR THE COAM

FOR THE COUNTY

BY: _____
BUSINESS AGENT

BY: _____
CHAIRPERSON,
COUNTY BOARD OF COMMISSIONERS

BY: _____
COAM, PRESIDENT

BY: _____
COUNTY CLERK

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING
REGARDING
CONTRACT REOPENER OF
ARTICLE 23 - RETIREMENT

The St. Clair County Board of Commissioners (hereafter the County) and the St. Clair County Juvenile Center Supervisors Association - COAM (hereafter the Association), hereby establishes and agrees with regard to Article 21 - Retirement.

1. The Instant 2005 - 2006 collective bargaining agreement [CBA] sets forth the terms and conditions for participate in Retirement.
2. Subsequent to the County collectively bargaining a change in the Retirement System with the Public Service Employees - AFSCME, Local 1089 (AFSCME), the County and the Association shall convene sufficient bargaining sessions to reach a mutually satisfactory agreement on the terms and conditions for member participation in the Retirement System.
3. The Parties shall limit collective bargaining to the Issues of Retirement unless otherwise mutually agreed.
4. The Parties shall determine when to meet and how often to meet provided collective bargaining begins no later thirty (30) calendar days following ratification of the AFSCME CBA and with such regularity as to demonstrate a good faith effort to reach an agreement.
6. The Parties to collective bargaining shall have full authority to bargain the Issues of Retirement to an agreeable resolution.
7. In the event of a mutually agreeable resolution among the Parties can not be reached, the issues of Retirement shall be submitted to fact finding by a fact finder selected by the Parties whose recommendation shall be final and binding upon the Parties.

FOR THE ASSOCIATION

FOR THE COUNTY

Business Representative

Human Resources Director

Association President

Juvenile Center Superintendent

Date: _____

Date: _____

RESOLUTION 06-01

Amending Emergency Management Resolutions 02-23, 00-27 and 91-47

RESOLUTION ESTABLISHES POLICIES TO STRENGTHEN THE PREPAREDNESS OF ST. CLAIR COUNTY TO MITIGATE, PREPARE, REPEND AND RECOVERY AS A RESULT OF ANY THREATENED OR ACTUAL TERRORIST ATTACK, MAJOR DISASTERS AND OTHER EMERGENCIES; TO ESTABLISH AN OFFICER FOR THIS PURPOSE; TO PROVIDE FOR THE COORDINATION AND UTILIZATION OF RESOURCES IN THE COUNTY IN AN EMERGENCY OR DISASTER SITUATION; AND TO PROVIDE A MEANS THROUGH WHICH THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS MAY EXERCISE THE AUTHORITY AND DISCHARGE THE RESPONSIBILITIES VESTED IN THEM BY THIS RESOLUTION AND ACT NO. 390 OF THE PUBLIC ACTS OF 1976, AS AMENDED.

Article I - Short Title

Section 101. This resolution shall be known as the "Homeland Security/Emergency Management Resolution".

Article 2 - Definitions

Section 201. For the purpose of this resolution, certain words used herein are defined as follows:

- (a) "Act" means the Michigan Emergency Management Act, Act No. 390 of the Public Acts of 1976, as amended. (Amended, Act 50 of the Public Acts of 1990; Act No. 132 of the Public Acts of 2002)
- (b) "All-hazards preparedness" refers to preparedness for terrorist attacks, major disasters, and other emergencies.
- (c) "Board" shall mean the County Board of Commissioners.
- (d) "Chairperson" shall mean the member of the Board of Commissioners selected to be its Chairperson.
- (e) "Disaster" means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from a natural or human-made cause, including but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.
- (f) "Disaster relief force" means all agencies of county and municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons identified in the St. Clair County Emergency Action Guidelines or those called into duty or working at the direction of a

party identified in the plan to perform a specific disaster or emergency related task during a local state of emergency.

- (g) "District coordinator" means the Michigan Department of State Police District Emergency Management Coordinator. The District Coordinator serves as liaison between local emergency management programs and the Michigan State Police, Emergency Management Division in all matters pertaining to the mitigation, preparedness, response and recovery of emergency and disaster situations.
- (h) "Emergency Action Guidelines" means the guidelines developed and maintained by the political subdivisions included in the program for the purpose of responding to all emergency or disaster situations by identifying and organizing the disaster relief force.
- (i) "First Responder" refers to those individuals who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) that provide immediate support services during prevention, response, and recovery operations.
- (j) "Governor's state of disaster" means an executive order or proclamation by the Governor that implements the disaster response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.
- (k) "Governor's state of emergency" means an executive order or proclamation by the Governor that implements the emergency response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.
- (l) "Heightened State of Alert" means an executive order or proclamation by the Governor that authorizes the Governor to safeguard the interests of the state, to prevent or respond to acts of terrorism, or to facilitate the apprehension of terrorists, for a specific period of time, using powers provided in Act 390 of 1976 as amended, when good cause for such an order or proclamation exists.
- (m) "Homeland Security/Emergency Management preparedness-related exercises" refers to homeland security-related exercises that train and test national decision makers and utilize resources of multiple county departments and agencies. Such exercises may involve State and local first responders when appropriate. Such exercises do not include those exercises conducted solely within a single county department or agency.
- (n) "Homeland Security/Emergency Management program" means a program established to coordinate mitigation, preparedness, response, and recovery activities for all emergency, disaster and homeland security situations within a given geographic area made up of one or several political subdivision. Such a program has an appointed Homeland Security/Emergency Management Director

and meets the program standards and requirements as established by the Department of State Police, Emergency Management Division.

- (o) "Local state of emergency" means a declaration by the County Chairperson pursuant to the act and this resolution which implements the response and recovery aspects of the St. Clair County Emergency Operations Plan and authorizes certain actions as described in this resolution.
- (p) "Major events" refers to terrorist attacks, major disasters, and other emergencies.
- (q) "Preparedness" refers to the existence of plans, procedures, policies, training, and equipment necessary at the Federal, State, and local level to maximize the ability to prevent, respond to, and recover from major events. The term "readiness" is used interchangeably with preparedness.
- (r) "Vital records" means those records that contain information needed to continue the effective functioning of a government entity (jurisdiction, agency, department) and for the protection of the rights and interests of persons under emergency conditions in the event of an emergency or disaster situation.

Article 3 - Office of Homeland Security/Emergency Management:

Homeland Security/Emergency Management Director; Assistants; Deputies

Section 301. By the authority of this resolution there is hereby created an Office of Homeland Security/Emergency Management within St. Clair County government for the purpose of coordinating all mitigation, preparedness, response, and recovery activities within the county emergency management program area. The Board has established the position of Homeland Security/Emergency Management Director to staff this office and has appointed a person to fill this position. He/she has the personal attributes and experience necessary to carry out the duties and responsibilities of this position and shall act for, and at the direction of the Chairperson.

Section 302. There shall be at least one Deputy Director of Homeland Security/Emergency Management designated to assist the Director in planning and emergency operations and who shall serve where needed as needed upon activation of the Emergency Operations Center. He/she shall perform the duties of the Director of Homeland Security/Emergency Management in the absence of the Director during emergency operations.

Section 303. The Director shall appoint and provide for the training of assistants to fill the following volunteer positions within the disaster relief force:

- (a) Technical Advisors
- (b) Radio Officer (Radio Amateur Civil Emergency)
- (c) Deputy Director

Article 4 - Homeland Security/Emergency Management Director; County Preparedness Goal

Section 401. The County shall establish a preparedness goal.

- (a) The Director is the principal County official for coordinating the implementation of all-hazards preparedness in St. Clair County. In

cooperation with other County departments and agencies, the Director coordinates the preparedness of County response assets, and the support for, and assessment of, the preparedness of local first responders.

- (b) To help ensure the preparedness of the County to prevent, respond to, and recover from threatened and actual terrorist attacks, major disasters, and other emergencies, the Director, in coordination with the heads of other appropriate County departments and agencies and in consultation with State and local governments, shall develop a County domestic all-hazards preparedness goal that will support the National and State preparedness goal. County departments and agencies will work to achieve this goal.
- (c) The County preparedness goal will establish measurable readiness priorities and targets that appropriately balance the potential threat and magnitude of terrorist attacks, major disasters, and other emergencies with the resources required to prevent, respond to, and recover from them.
- (d) The Director, in coordination with other appropriate County departments and agencies and in consultation with local governments, shall establish and maintain a comprehensive training program to meet the county preparedness goal. The program will identify standards and maximize the effectiveness of existing county programs and financial assistance and include training for the first responders, officials, and others with major event preparedness, prevention, response, and recovery roles. County departments and agencies shall include private organizations in the accreditation and delivery of preparedness training as appropriate and to the extent permitted by law.
- (e) The Director shall develop and maintain a system to collect, analyze, and disseminate lessons learned, best practices, and information from exercises, training events, research, and other sources, including actual incidents, and establish procedures to improve county preparedness to prevent, respond to, and recover from major events. The Director, in coordination with other County departments and agencies and local governments, will identify relevant classes of homeland-security related information and appropriate means of transmission for the information to be included in the system. County departments and agencies are directed, and local governments are requested, to provide this information to the Director to the extent permitted by law.

Article 5 - Homeland Security/Emergency Management Director; Duties

Section 501. The Homeland Security/Emergency Management Director shall comply with the standards and requirements as established by the Department of State Police, Emergency Management Division, under the authority of the act, in accomplishing the following:

- (a) Direct and coordinate the development of the St. Clair County Emergency Action Guidelines, which shall be consistent in content with the Michigan Emergency Management Plan and supports the County preparedness goal.
- (b) Specify departments or agencies which must provide an annex to the plan or otherwise cooperate in its development.
- (c) Identify departments and agencies to be included in the Emergency Action Guidelines as the disaster relief force.
- (d) Develop and maintain a county Resource Manual.
- (e) Coordinate the recruitment, appointment, and utilization of volunteer personnel.
- (f) Assure the emergency management program meets eligibility requirements for state and federal aid.
- (g) Coordinate and/or conduct training and exercise programs for the disaster relief force within the county and to test the adequacy of the Emergency Action Guidelines.
- (h) The Director shall work with other appropriate County departments and agencies as well as local governments and the private sector to encourage active citizen participation and involvement in preparedness efforts. The Director shall periodically review and identify the best community practices for integrating private citizen capabilities into local preparedness efforts.
- (i) The Director, in consultation with other County departments and agencies, local governments, and non-governmental organizations, shall develop a comprehensive plan to provide accurate and timely preparedness information to public citizens, first responders, units of government, the private sector, and other interested parties and mechanisms for coordination at all levels of government
- (j) Assist in the development of mutual aid agreements.
- (k) Director, in consultation with other County departments and agencies, local governments, and non-governmental organizations, shall develop a comprehensive plan to provide accurate and timely preparedness information to public citizens, first responders, units of government, the private sector, and other interested parties and mechanisms for coordination at all levels of government
- (l) Ensure the development of necessary standard operating procedures, which are consistent with the Emergency Action Guidelines.
- (m) Oversee the implementation of all functions necessary during an emergency or disaster in accordance with the Emergency Action Guidelines.
- (n) Coordinate county homeland security and emergency management activities with those of the state and adjacent jurisdictions.

- (o) Coordinate all preparedness activities, including maintaining primary and alternate Emergency Operations Center.
- (p) Encourage political subdivision within the county to adopt uniform emergency resolutions.
- (q) Identify mitigation opportunities within the county and encourage local units of government departments/agencies to implement mitigation measures.
- (r) Coordinate with all municipalities that are part of the county program in all matters pertaining to emergency management and homeland security.

Article 6 - Chairperson; Powers; Duties

Section 601. The Chairperson shall supervise the activities of the Homeland Security/Emergency Management Office on a continuous basis. With the advice and consent of the board, he/she shall formulate, review, and approve police and operational guidelines for this office as needed.

Section 602. On an annual basis, the Chairperson shall review the performance of the Homeland Security/Emergency Management Director.

Section 603. The Chairperson shall, once every two years, review the Emergency Action Guidelines and, upon deeming it adequate, shall annually certify the plan to be current and adequate for the ensuing two years.

Section 604. When circumstances within the county indicate that the occurrence or threat of occurrence of widespread or severe damage, injury, or loss of life or property from natural or human-made cause exists, the Chairperson may declare a local state of emergency. Such a declaration shall be promptly filed with the Department of State Police, Emergency Management Division. This declaration shall not be continued or renewed for a period in excess of 7 days except with the consent of the Board.

Section 605. If the Chairperson invokes such power and authority, he/she shall, as soon as reasonably expedient, convene the Board for one or more emergency meetings in accordance with the Open Meetings Act to perform its normal legislative and administrative duties as the situation demands, and will report to that body relative to emergency activities. Nothing in this resolution shall be construed as abridging or curtailing the powers of the Board unless specifically provided herein.

Section 606. The Chairperson, with the approval of the Board, shall establish procedures for the succession of government during disasters where officials are available for exercising the powers and discharging the duties of their respective offices. The instituted line of succession is as follows:

- (a) Vice Chairperson of the St. Clair County Board of Commissioners
- (b) Chairperson of the Judiciary and Public Safety Committee
- (c) Chairperson of the Ways and Means Committee
- (d) Chairperson of the Human Services Committee
- (e) Chairman of the Environmental/Public Works Committee
- (f) Commissioner

Section 607. The Chairperson may do one or more of the following under a local state of emergency:

- (a) Direct the Homeland Security/Emergency Management Director to implement the Emergency Action Guidelines.
- (b) Issue directives as to travel restrictions on county or local roads.
- (c) Relieve county employees of normal duties and temporarily reassign them to other duties.
- (d) Activate mutual aid agreements.
- (e) Direct the overall disaster relief effort, including the disaster relief force, in accordance with the Emergency Action Guidelines.
- (f) Notify the public and recommend in-place or evacuation or other protective measures.
- (g) Request a state of disaster or emergency declaration from the Governor as described in Article 6.
- (h) When obtaining normal approvals would result in further injury or damage, Chairperson may, until the Board convenes, waive procedures and formalities otherwise required pertaining to the following:
 - (1) For a period of up to 7 days, send the disaster relief force of the county to the aid of other communities as provided by mutual aid agreements.
 - (2) For a period of up to 7 days, appropriate and expend funds from the disaster contingency fund.
 - (3) For a period of up to 7 days make contracts, obtain and distribute equipment, materials and supplies for disaster purposes.
 - (4) Employ temporary workers.
 - (5) Purchase and distribute supplies, materials and equipment.
 - (6) Make, amend, or rescind ordinances or rules necessary for emergency management purposes which supplement a rule, order, or directive issued by the Governor or a state agency. Such an ordinance or rule shall be temporary and, upon the Governor's declaration that a state of disaster or state of emergency is terminated, shall no longer be in effect.

Section 608. If a state of disaster or emergency or heightened state of alert is declared by the Governor, assign and make available for duty the employees, property, or equipment of the county within or without the physical limits of the county as ordered by the Governor or the Director of the Michigan Department of State Police in accordance with the act.

Article 7 - Governor Declaration Request

Section 701. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, the Board hereby delegates to the Chairperson the authority to determine if the situation is beyond the control of the county. If the disaster or emergency is considered to be beyond the county's control, the Chairperson may request state assistance. The Homeland Security/Emergency Management Director shall immediately contact the MSP-EMD District Coordinator. The District Coordinator, in conjunction with the Homeland Security/Emergency Management Director, shall assess the nature and scope of the disaster or emergency, and they shall recommend the state personnel, services, and equipment that will be required for its prevention, mitigation, or relief.

Section 702. The Chairperson shall not request state assistance or a declaration of a state of disaster or a state of emergency for an emergency which has occurred or is occurring solely within the confines of a township, city, or village within the county unless requested to do so by the chief executive official of the affected township, city or village.

Article 8 - County Departments; Liaison; Duties

Section 801. Each department/agency of county government identified by the Homeland Security/Emergency Management Director shall appoint a liaison who shall coordinate the Homeland Security activities of the department/agency and act as a liaison between his/her department or agency and the Office of Homeland Security/Emergency Management on all matters pertaining to homeland security.

Section 802. The head of each County department or agency shall undertake actions to support the county preparedness goal, including adoption of quantifiable performance measurements in the areas of training, planning, equipment, and exercises for County incident management and asset preparedness, to the extent permitted by law. Specialized County assets such as teams, stockpiles, and caches shall be maintained at levels consistent with the county preparedness goal and be available for response activities as set forth in the County Response Plan, other appropriate operational documents, and applicable authorities or guidance..

Section 803. Each department identified shall appoint a minimum of two people to serve as successors in the event the Homeland Security/Emergency Management Liaison is not available or requires assistance. Successors shall be listed in the appropriate annex to the Emergency Action Guidelines.

Section 804. Each department liaison shall be responsible for the following:

- (a) Prepare and continuously update an annex to the St. Clair County Emergency Action Guidelines providing for the delivery of homeland security and emergency management activities by that agency or department. The annex shall be in the form prescribed by the Homeland Security/Emergency Management Director.

- (b) Recruit, appoint, and organize private, volunteer and other personnel to the part of the disaster relief force to perform specific duties as assigned in the Emergency Action Guidelines.
- (c) Coordinate the agency's or department's homeland security and emergency management efforts with those of other county agencies.
- (d) Attend training courses relevant to the function of the agency or department, and ensure staff is trained so as to be able to implement assigned emergency functions.
- (e) Participate in periodic exercises to enhance the adequacy of the respective agency's or department's response capability.
- (f) Develop internal Standard Operating Procedures (SOP's) to accomplish emergency notification and assigned emergency tasks.
- (g) Provide the Homeland Security/Emergency Management Director with a list of personnel and resources available within the agency or department and provide a list of those that may be needed by the department during times of emergency.
- (h) Identify and provide for the protection of vital records.
- (i) Implement the directives of the Chairperson or his/her designee under a local state of emergency.

Article 9 - Volunteers; Appointment; Reimbursement

Section 901. Each county department, commission, board, or other agency of county government is authorized to appoint volunteers to augment its personnel in time of emergency functions assigned in the Emergency Action Guidelines. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made, and shall be reimbursed for all actual and necessary travel and subsistence expenses.

Article 10 - Rights of Disaster Relief Force

Section 10.01. In accordance with the act, personnel of the disaster relief force while on duty shall have the following rights:

- (a) If they are employees of a county, municipality, or other governmental agency regardless of where serving, have the powers, duties, rights privileges, and immunities and receive the compensation incidental to their employment.
- (b) If they are not employees of the county, municipality, or other governmental agency be entitled to the same rights and immunities as are provided for by law for the employees of the state.

Article 11 - Temporary Seat of Government

Section 11.01. The board shall provide for the temporary movement and reestablishment of essential government offices in the event that existing facilities cannot be used.

Article 12 - Liability

Section 12.01. As provided for in the act and this resolution, the county or any political subdivision, or the agents or representatives of any political subdivision, shall not be liable for personal injury or property damage sustained by the disaster relief force. In addition, any member of the disaster relief force engaged in disaster relief activity shall not be liable in a civil action for damages resulting from an act or omission arising out of and in the course of the person's good faith rendering of that activity, unless the person's act or omission was the result of that person's gross negligence or willful misconduct. The right of a person to receive benefits or compensation to which he or she may otherwise be entitled to under the worker's compensation law, or any pension law, or act of congress will not be effected as a result of said activity.

Section 12.02. As provided for in the act, any person owning or controlling real estate or other premises who voluntarily and without compensation grants the County a license or privilege, or otherwise permits the County to inspect, designate, and use the whole or any part or parts of the real estate or premises for the purpose of sheltering persons during an actual, impending, mock, practice disaster, together with his or her successors in interest, if any, is not civilly liable for negligently causing death of, or injury to, any person on or about the real estate or premises under the license, privilege or permission or for loss or damage to the property of the person.

Article 13 - Sovereignty

Section 13.01. Should any section, clause, or provision of this resolution be declared by the courts invalid for any reason, such declaration shall not affect the validity of this resolution as a whole or part thereof, other than the section, clause, or provision so declared to be invalid.

Article 14 - Repeals

Section 14.01. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

Article 15 - Annual review

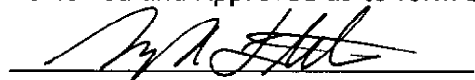
Section 15.01. This resolution shall be reviewed annually by the Board and changes shall be made if necessary.

Article 16 - Effective date

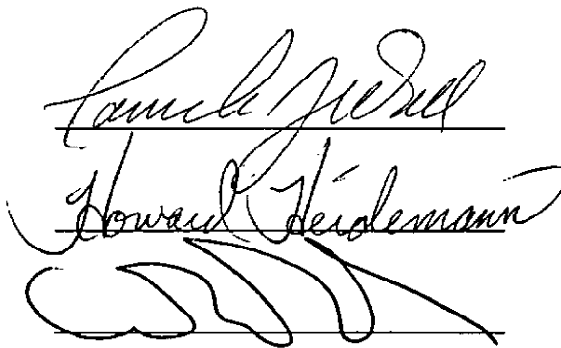
Section 16.01. This resolution shall have immediate effect.

Dated: January 18, 2006

Reviewed and Approved as to form by:

A handwritten signature in cursive script, appearing to read "G. A. Fletcher", written over a horizontal line.

Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

Two handwritten signatures in cursive script, one above the other, each written over a horizontal line. The top signature appears to read "Samuel J. Giedel" and the bottom signature appears to read "Howard Heidemann".

RESOLUTION 06-02

ST CLAIR COUNTY RESOLUTION TO PROMOTE EMPLOYEE AND PATRON HEALTH THROUGH SMOKE-FREE WORKSITES

WHEREAS, tobacco use is the leading cause of preventable death in the United States and Michigan; and

WHEREAS, 420,000 Americans and 14,500 Michiganians die of tobacco-caused diseases each year; and

WHEREAS, secondhand smoke is the third leading cause of preventable death in this country and kills 53,000 Americans every year; and

WHEREAS, secondhand tobacco smoke is classified as a Class A carcinogen (a known cancer causing agent) because it contains toxins such as asbestos and benzene; and

WHEREAS, secondhand tobacco smoke also contributes to heart disease and stroke, emphysema, sudden infant death syndrome, low birth weight babies, asthma, and ear infections; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) states that people with heart disease who are exposed to secondhand smoke can significantly increase their risk of a heart attack; and

WHEREAS, no ventilation system can remove the harmful elements in secondhand smoke from the air, according to the American Society of Heating, Refrigeration and Air Condition Engineers (ASHRAE); and

WHEREAS, smoking costs Michigan about \$3.13 billion and St. Clair County \$60.7 million per year in healthcare costs; and

WHEREAS, most government offices, health and educational facilities are 100% smoke-free in order to protect employees and customers.

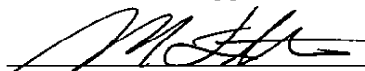
NOW THEREFORE BE IT RESOLVED that the St. Clair County Board of Commissioners supports and encourages making all worksites, including restaurants and bars, 100% smoke-free in the State of Michigan

BE IT FURTHER RESOLVED that the Board of Commissioners will:

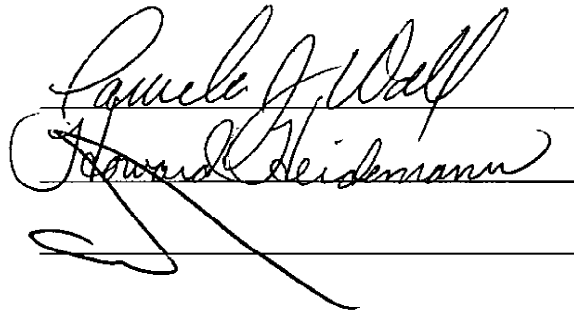
- Inform its members and the public of its endorsement of this resolution; and
- Forward copies of this resolution to Governor Granholm, Senator Gilbert, Representatives Acciavatti, Espinoza and Pavlov, the Michigan Association of Counties, and all other eighty-two counties.

DATED: January 18, 2006

Reviewed and Approved As To Form By:



GARY A. FLETCHER
County Corporation Counsel
522 Michigan
Port Huron, MI 48060





RESOLUTION 06-08

REGARDING FAIR HOUSING AND CIVIL RIGHTS WITHIN ST. CLAIR COUNTY

WHEREAS, the State of Michigan requires that a community seeking to receive Community Development Block Grant Funds must have an established policy to encourage Fair Housing and to discourage discrimination in employment, housing, and publicly funded programs, within the community; and

WHEREAS, it is the desire of this Board of Commissioners to clearly establish the public policy of the County with regard to the issues of fair housing and discrimination in employment, housing and public funded programs within St. Clair County; and

WHEREAS, it is the desire of this Board of Commissioners to comply with federal and state legislation with regard to fair housing, discrimination and civil rights as contained in Title VIII of the U.S. Civil Rights Act "Fair Housing Act" (42 U.S.C. Sec 3601 et.seq.), Elliott-Larsen Civil Rights Act (Act No. 453 of the Public Acts of 1976 of the State of Michigan, as amended), Persons with Disabilities Civil Rights Act (Act No 220 of the Public Acts of 1976 of the State of Michigan, as amended).

NOW, THEREFORE, BE IT RESOLVED, that the public policy of the County of St. Clair with regard to the issue of Fair Housing and discrimination in employment, housing and publicly funded programs within St. Clair County shall be as follows:

General Policy: It is hereby declared to be contrary to the public policy of the County of St. Clair for any persons to be discriminated against in housing or employment, or participation in publicly funded housing programs because of race, religion, national origin, color, sex, martial status, age or handicap.

Housing: The opportunity to purchase, lease, sell, hold, use, rehabilitate and convey housing without discrimination because of the race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be a civil right.

Employment: The opportunity to obtain employment without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be a civil right. Further, it shall be contrary to the public policy of the County of St. Clair for any employer to discriminate in hiring, promotion, tenure, terms or conditions of employment because of race, religion, national origin, color, sex, martial status, age or handicap.

Publicly Funded Programs: The opportunity to participate in federal, state and locally funded programs without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be civil right.

DATED: February 08, 2006

Reviewed and Approved As To Form By:

Gary Fletcher (WLP)

GARY A. FLETCHER
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

Howard Heidemann
Jeffrey R. Groom
Jeffrey Groom

RESOLUTION 06-07

AUTHORIZING THE METROPOLITAN PLANNING COMMISSION TO APPLY FOR GRANTS FOR COMMUNITY DEVELOPMENT AND IMPROVEMENT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, provides that counties may receive community development discretionary funds; and

WHEREAS, the County of St. Clair, Michigan is qualified as a discretionary applicant as specified in the Act; and

WHEREAS, Act 282 of 1945, being MCLA 125.101 and MSA 5.11926 (1) et Seq., authorizes the St. Clair County metropolitan Planning Commission to apply for, receive and accept such funds; and

WHEREAS, the State of Michigan, Department of Consumer and Industry Services is administering the Community Development Block Grant Small Cities Program in Michigan on behalf of the United States Department of Housing and Urban Development; and

WHEREAS, St. Clair County is interested in the continuing effort to provide affordable housing opportunities for its low and very low income residents; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed and understands the content of the Application for funding; and

WHEREAS, The St. Clair County Board of Commissioners has accepted the recommendation of the St. Clair County Metropolitan Planning Commission to apply for \$300,000; and

WHEREAS, The St. Clair County Metropolitan Planning Commission has designed a Housing Rehabilitation Low Interest Loan and Emergency Grant Program which is consistent with the St. Clair County Master Plan, as described in the application; and

WHEREAS, the project will principally benefit low and moderate income persons to the maximum extent feasible; and


WHEREAS, funds to be invested in the project have not yet been expended and will not be expended prior to the date of the beginning of the project period if a grant is awarded.

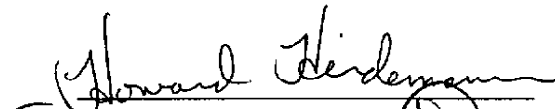

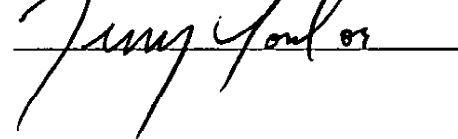
NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The St. Clair County Metropolitan Planning Commission be authorized to file an application with the Michigan State Housing Development Authority in the amount of Three Hundred Thousand Dollars (\$300,000); and
2. The St. Clair County Metropolitan Planning Commission and its subgrantees are hereby authorized to commit such matching funds toward the project as described in the application; and
3. The St. Clair County Metropolitan Planning Commission and its agents are hereby directed to implement and administer said program on behalf of St. Clair County; and
4. The Chairperson of the St. Clair County Board of Commissioners be named as authorized agent of the County of St. Clair in all matters pertaining to said grant and that the Chairperson be authorized to sign all contracts, agreements and certifications pertaining to said grant.

DATED: February 8, 2006

Reviewed and Approved As To Form By:


GARY A. FLETCHER
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

Resolution 06-06

In support of the Area Agency on Aging 1-B as The Single Point of Entry for Long Term Care in St. Clair County

WHEREAS, according to the Southeast Michigan Council of Governments, St. Clair County's age 65+ population is now increasing by approximately 350 individuals each year; and

WHEREAS, an increasing number of these individuals require assistance in performing necessary activities of daily living in order to maintain their independence; and

WHEREAS, in June, 2005 the Governor's Medicaid Long Term Care Task Force issued a report calling for action "to create an integrated system that appears seamless to the consumer, yet takes advantage of the variation of long term care programs at the local, state, and federal levels"; and

WHEREAS, the report recommends that the Michigan Department of Community Health "designate locally or regionally-based 'Single Point of Entry' agencies for consumers of long term care and mandate that applicants for Medicaid funded long term care go through the Single Point of Entry agency to apply for services"; and

WHEREAS, Executive Order # 2005 - 14 states that "by June 30, 2006, the Department shall establish not less than three single point of entry demonstration programs for the delivery of long term care supports and services", and intends to have single points of entry in place statewide within three years; and

WHEREAS, the Michigan Department of Community Health has issued a request for proposals to implement the first Single Point of Entry programs; and

WHEREAS, the Area Agency on Aging 1-B has served as an access point for older St. Clair County residents and adults with a disability seeking home and community-based long term care services since the AAA 1-B St. Clair County Community Care Management program was initiated in 1995; and

WHEREAS, the Area Agency on Aging 1-B is Michigan's largest Medicaid MI Choice Home and Community-Based Elderly/Disabled Waiver program provider and administers in-home service programs utilizing federal, state, and county dollars; and

WHEREAS, the Area Agency on Aging 1-B has developed a state-of-the-art call center with unlimited capacity to provide information and assistance to callers seeking information on long term care resources; and

WHEREAS, the Area Agency on Aging 1-B quality assurance programs have documented that in-home service programs produce positive health outcomes which reduce health care utilization and save consumer and public dollars; and

WHEREAS, the Area Agency on Aging 1-B Board of Directors has directed the agency to seek designation as the Single Point of Entry for long term care for St. Clair County, in addition to the other five counties of its region; and

Resolution 06-06

WHEREAS, the St. Clair County Board of Commissioners has full confidence that the Area Agency on Aging 1-B, serving as a Single Point of Entry, will work in collaboration with other public and private organizations to develop a high quality service that is responsive to consumer needs.

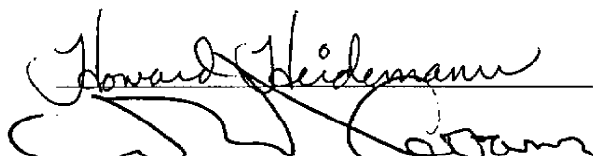
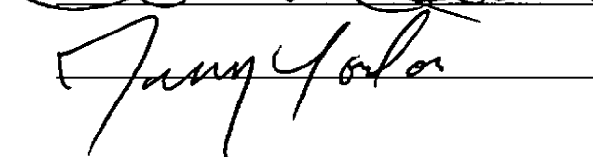
NOW, THEREFORE BE IT RESOLVED that the St. Clair County Board of Commissioners supports the Area Agency on Aging 1-B's application as most qualified to seek designation as the Single Point of Entry for long term care in St. Clair County.

DATED: February 15, 2006

Reviewed and Approved As To Form By:

 (wlf)

GARY A. FLETCHER
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

RESOLUTION 06-05

ST. CLAIR COUNTY BOARD OF COMMISSIONER'S STORM WATER POLLUTION PREVENTION INITIATIVE

WHEREAS, the St. Clair County Board of Commissioners recognizes the value of protecting and preserving the surface water quality of St. Clair County's waterways; and

WHEREAS, St. Clair County received Certificate of Coverage No. MIG610055 and General Permit No. MIG619000 under the State of Michigan General Storm Water Phase II, National Pollutant Discharge Elimination System (NPDES) Permit; and

WHEREAS, the St. Clair County Board of Commissioners authorized St. Clair County to sign operating agreements with local communities and work collectively in the Anchor Bay and Northeastern Watersheds Groups to meet phase II NPDES storm water permit requirements; and

WHEREAS, St. Clair County has submitted and received Michigan Department of Environmental Quality's (MDEQ) approval of a Public Participation Plan, a Public Education Plan, and an Illicit Discharge Elimination Plan; submitted the Anchor Bay Watershed Management Plan for approval, and continues to develop the Northeastern Watersheds Management Plan; and

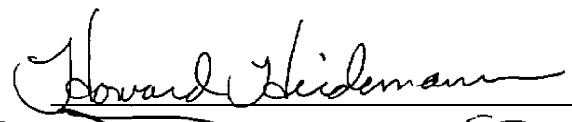
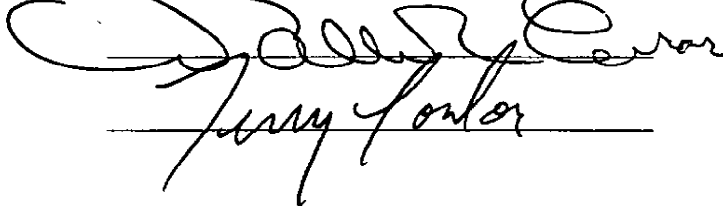
WHEREAS, the MDEQ has indicated that the Storm Water Pollution Prevention Initiative receive approval by the local governing bodies prior to its submittal; and

NOW, THEREFORE BE IT RESOLVED that the St. Clair County Board of Commissioners hereby supports and is committed to implementation of St. Clair County's Storm Water Pollution Prevention Initiative.

DATED: February 15, 2006

Reviewed and Approved As To Form By:


GARY A. FLETCHER
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

RESOLUTION - 06-04
ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF ST. CLAIR COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
ST. CLAIR COUNTY SHERIFF DEPARTMENT
CORRECTION COMMAND OFFICERS - COAM

WHEREAS, the St. Clair County Correction Command Officers - COAM is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County Sheriff Department and,

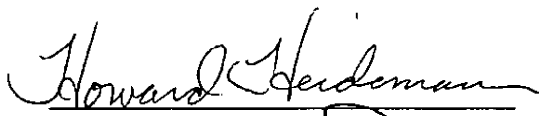
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

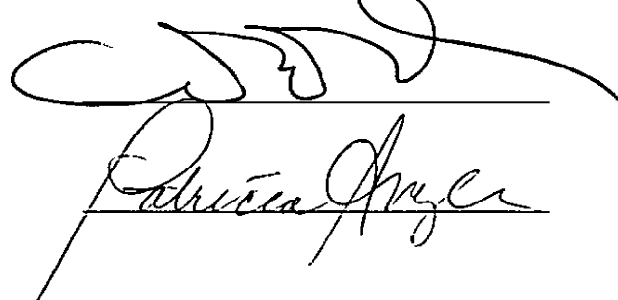
NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 2004 through June 30, 2007 is hereby approved and adopted.

Date: February 8, 2006

Reviewed and Approved by:

Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060





RESOLUTION – 06-03
ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF ST. CLAIR COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
FRIEND OF COURT EMPLOYEES - SEIU


WHEREAS, the Friend of Court Employees - SEIU is recognized by the Michigan Employment Relations Commission, the St. Clair County Family Court and the County of St. Clair as the exclusive representative of certain employees of the St. Clair County Friend of Court and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;


NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 2006 through December 31, 2008 is hereby approved and adopted.

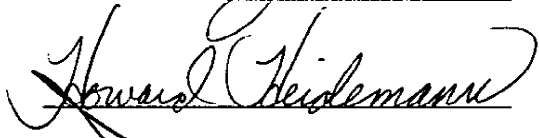
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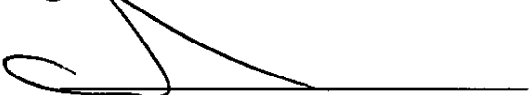
Reviewed and Approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060







RESOLUTION 06-13

**RESOLUTION RELATIVE TO SALE BY SHERIFF OF UNCLAIMED STOLEN
PROPERTY**


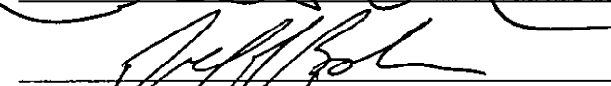
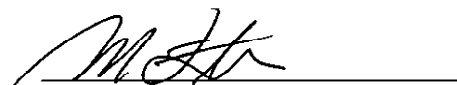
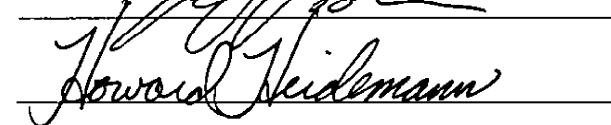
WHEREAS, the Sheriff of St. Clair County has in his possession the recovered stolen property described in Exhibit "A" attached hereto, and said property has remained unclaimed for more than six (6) months since its recovery; and

WHEREAS, Act. No 54 of the Public Acts of 1959 requires the Sheriff to request authority from the Board of Commissioners to dispose of the unclaimed recovered stolen property at a public sale to be held by the Sheriff upon five (5) days notice thereof, having been published in a newspaper of general circulation in the County and to deposit the proceeds of the sale, less expenses with the County Treasurer to the credit of the general fund.

NOW, THEREFORE, BE IT RESOLVED:

1. That Dan Lane, Sheriff of St. Clair County, Michigan, may be and he is hereby authorized and directed to conduct a public sale for the purpose of selling the unclaimed stolen property described in Exhibit "A", attached hereto and made part hereof by reference;
2. That the said Sheriff is hereby directed to published a notice of said sale in a newspaper of general circulation in the County of St. Clair at least five (5) days before said sale, and that said notice shall describe the property described in Exhibit "A" and shall state the time and place of such public sale at which the property may be purchased by the highest bidder; and
3. That the said Sheriff shall conduct such public sale and shall deposit the proceeds of the sale, after deducting the cost of the sale, together with any other money included in the notice, with the County Treasurer to the credit of the County General Fund.

Dated: May 17, 2006

Gary A. Fletcher
County Corporation Counsel
522 Michigan
Port Huron, Michigan 48060

12 Plastic tote trays

1 Hewlett Packard Photo Smart Digital Camera, model 215, serial # 0A05S350587

1 GPX Sports AM-FM CD player, model C998RS, serial number 0908003000

1 black Eminem CD case with several CD's

1 black Jensen CD case with several CD's

1 set of 4 left handed golf clubs

16 PlayStation games

1 Tommy Hilfiger jacket

1 Old Navy jacket

2 boxes of Connectors for Wood Construction – Sheeting Clips

7 Joist hangers

1 red and white Coleman Ice Basket 28 cooler

1 black plastic Delta Hopper tool box

1 maroon Ross Shark women's 5 speed bicycle, serial # I01914730

1 maroon Huffy Cayenne 18 speed men's bicycle, serial # K6548-90628-16H8888

1 Black & Decker 22" electric hedge trimmer, model Hedge Hog 22, serial # 200108F

1 Husqvarna gas powered chainsaw, model 2100 CD, serial # 5370819

1 grey, metal, rolling, 3 shelf cart

RESOLUTION 06-12

ST. CLAIR COUNTY INTERNATIONAL AIRPORT

Rehabilitation of Taxiway C

EXTRACT FROM THE MINUTES OF A BOARD OF COMMISSIONERS MEETING OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS AT PORT HURON, MICHIGAN HELD ON APRIL 19, 2006.

The following Resolution was introduced, read in full, considered and adopted:

RESOLUTION 06-12

WHEREAS, ON APRIL 19, 2006, RESOLUTION ADOPTING THE EXECUTION OF THE SPONSOR CONTRACT BY THE ST CLAIR COUNTY BOARD OF COMMISSIONERS OF ST. CLAIR COUNTY, MICHIGAN AND THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT UNDER CONTRACT 2006-0187.

BE IT RESOLVED by the members of the St. Clair County Board of Commissioners:


Section I. That the St. Clair County Board of Commissioners shall enter into a Sponsor Contract for development of the St. Clair County International Airport, and such Sponsor contract shall be as set for herein below:

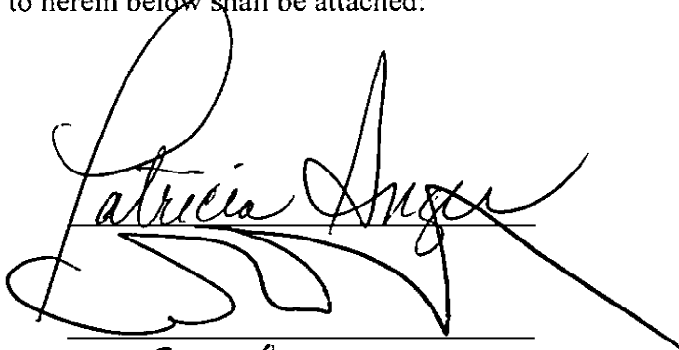

Section II. That the Chairperson of the St. Clair County Board of Commissioners is hereby authorized and directed to execute said Sponsor Contract in two (2) copies on behalf of the County of St. Clair, Michigan and the County Clerk is hereby authorized and directed to impress the official seal and to attest said execution:

Section III. That the Sponsor Contract referred to herein below shall be attached:

Date: April 19, 2006

Reviewed and Approved by:


Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060

RESOLUTION 06-11

ST. CLAIR COUNTY BOARD OF COMMISSIONERS RESOLUTION IN SUPPORT OF THE AMENDATORY ACT INCREASING THE ESTATE LIMIT PROVIDED BY ACT 235 OF 1911 TO \$40,000

WHEREAS, Act 235 of 1911 provides for the payment and reimbursement by counties, upon approved application, of expenses incurred in the burial of honorably discharged members of the armed forces of the United States, or their spouses; and

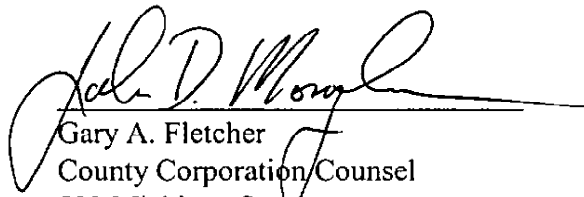
WHEREAS, Sec. 1 (1) of Act 235 provides for the payment and reimbursement of the sum of \$300 upon application by the executor or administrator of the estate of an honorably discharged member of the armed services of the United States who has met all service requirements and upon death possessed an estate, both real and personal, not exceeding the sum of \$25,000 over and above all encumbrances; and

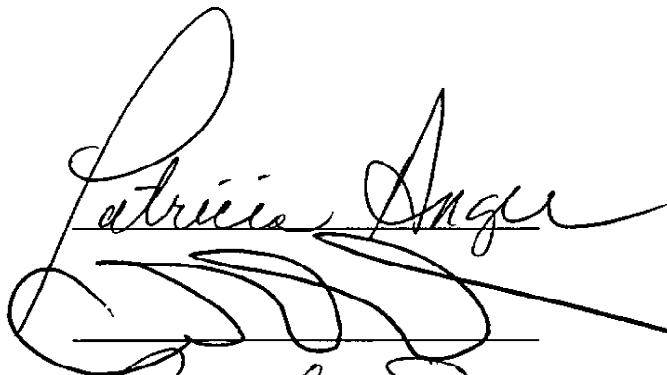
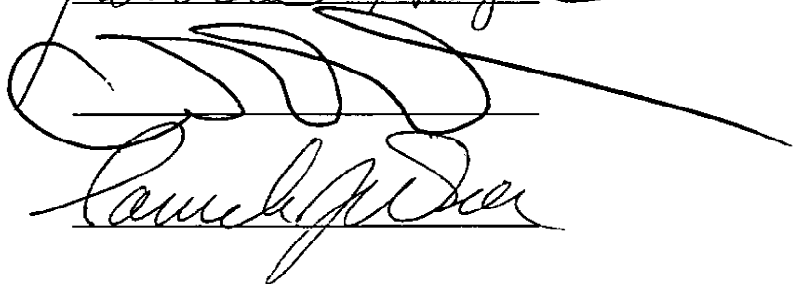
WHEREAS, the amendatory act adding subsection two (2) to the Act increased the estate limit provided for under subsection (1) to \$40,000; and

NOW THEREFORE BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby support the increase in estate limit to \$40,000 and further applauds and expresses their GRATITUDE AND APPRECIATION to all of the brave members of the armed forces who proudly serve the United States of America.

Date: April 19, 2006

Reviewed and Approved by:


Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060

RESOLUTION 06-10

**ST. CLAIR COUNTY BOARD OF COMMISSIONERS
RESOLUTION TO SUBMIT LAND ACQUISITION GRANT APPLICATION TO
PURCHASE 300-ACRES OF PROPERTY LOCATED IN COLUMBUS TOWNSHIP
FOR FUTURE DEVELOPMENT AS A COUNTY PARK
& COMMITMENT OF COUNTY MILLAGE FUNDS**

WHEREAS, the Wortman Family, owners of the Bauman Road Farms, Inc. property located in Sections 19 & 20, in Columbus Township, are willing to sell their property to St. Clair County for development as a County park; and

WHEREAS, the proposed project is consistent with the St. Clair County Master Recreation Plan which proposes to "Purchase a property or properties in the south central portion of the County for the eventual development of a large regional park..." and to "Pursue the acquisition of new properties that are culturally and/or naturally significant in conjunction with the Southeast Michigan Greenways Plan"; and

WHEREAS, the proposed acquisition will contribute significantly to meeting the County Master Recreation Plan goals; and

WHEREAS, the St. Clair County Parks and Recreation Commission wishes to submit an application to the Michigan Department of Natural Resources for funds to assist with the acquisition; and

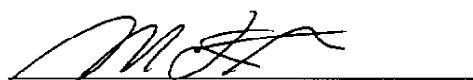
WHEREAS, the St. Clair County Parks and Recreation Commission held a public hearing on March 2, 2006 and adopted Resolution 2005-01 approving the project and asking for Board of Commissioners authorization to submit the grant application.

NOW THEREFORE BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby commit to provide the 36% required local matching funds from the County Parks and Recreation millage in the amount of \$792,000.00; and

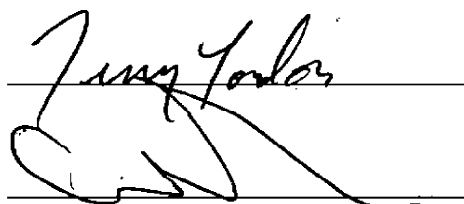
BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners does hereby authorize the submission of an acquisition grant application to the Michigan Natural Resources Trust Fund Board through the Michigan Department of Natural Resources to purchase 300-acres of land in Columbus Township from Bauman Road Farms, Inc. or succeeding owners.

Date: March 15, 2006

Reviewed and Approved by:



Gary A. Fletcher
County Corporation Counsel
522 Michigan St.
Port Huron, MI 48060



RESOLUTION 06-09

AUTHORIZING THE ESTABLISHMENT OF A CAPITAL IMPROVEMENT FUND
FOR CAPITAL AND FACILITY NEEDS OF THE 72nd DISTRICT COURT

WHEREAS, the 72nd District Court has identified capital needs involving courtroom and office technology, equipment and fixtures both present and future that cannot be addressed by general fund budget requests to the Board of Commissioner because of the expense involved; and

WHEREAS, the present court facilities are not adequate to serve plaintiffs, defendants, attorneys, court visitors, personnel and to handle current and projected caseload storage requirements; and

WHEREAS, State law allows courts in coordination with funding agencies to use all or part of certain costs that are collected by the courts for capital expenditures, both building and equipment; and


WHEREAS, it is in the interest of the community and the criminal justice system of the County to provide a means to address the needs of the District Court by use of revenue produced by users of the court rather than by use of general tax revenue.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The County Administrator/Controller is hereby authorized to establish a court capital improvement fund for capital and facility needs of the 72nd District Court under the control and direction of the Chief Judge of the District Court and the Administrator of the District Court.
2. A portion of court costs authorized by law to be distributed to the County will be allocated to the fund monthly by a formula to be agreed upon by the County and the 72nd District Court.
3. This fund will be established forthwith, effective retroactively to January 1, 2003 and will continue until December 31, 2010.

DATED: March 15, 2006

Reviewed and Approved As To Form By:


GARY A. FLETCHER
County Corporation Counsel
522 Michigan
Port Huron, MI 48060

