

RESOLUTIONS 1992

- 92-01 Approving Addendum #2 to Mutual WaterMain Service Agreement -- Kimball Township
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- 92-03 Encouraging the Governor and State Legislature to Approve a State Tobacco User Fee Increase
- 92-04 Approving Supplemental Appropriation for Senior Citizens Millage Funds for 1992
- 92-05 Adopting a Collective Bargaining Agreement between St. Clair County, St. Clair County Sheriff and St. Clair County Sheriff Department Employees - POAM
- 92-06 Annual Report - Drain Commissioner
- 92-07 Amending the St. Clair County Employees' Retirement System Ordinance
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- 92-10 Approving 1992 County Equalization Report
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- 92-14 Adopting Collective Bargaining Agreement between St. St. CLair County And Sheriff Department Correction Supervisors - Coam
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RESOLUTIONS 1992

- 92-19 Termination and Subsequent Renegotiation of the Agreement for Administration of Substance of Abuse Services.
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- 92-22 Certifying Approval of Project and Project Plan for Detroit Edison Company - Belle River Plant Project
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- 92-24 Adopting the Final Enhance 9-1-1 Emergency Service District Plan for St. Clair County, Michigan
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- 92-56 Establishing Salaries of Specific Classifications Subject to the Wage Grade Plan for 1993-1994
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- 92-58 Establishing Compensation for St. Clair County Board of Commissioners
- 92-59 Establishing Compensation to be paid to Members of St. Clair County Road Commission
- 92-60 Establishing Compensation to be paid to Members of the Social Services Board
- 92-61
- 92-62 Establishing Surcharge for None-sufficient funds checks
- 92-63 Adopting Collective Bargaining Agreement Juvenile Center Employees
- 92-64 Adopting 1993 Special Revenue, Debt Service, and Other Specific Funds Budgets and Amending the 1992 General Fund Special Revenue and Debt Service Funds Budget
- 92-65 Re: Filtered Water Service Agreement Water District VI, Clyde Twp
- 92-66 Approving Addendum to Filtered Water Service Agreement
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- 92-68 Amending Resolution 92-51 Regarding the St. Clair County Board of Commissioners Rights and Responsibility Relative to the St. Clair Employee's Retirement System
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- 92-70 Amending Resolution 92-53 Regarding the Elected and Appointed Officials and Non-Affiliated Employees for the County of St. Clair Relative to the St. Clair County Employees' Retirement System
- 92-71 Amending Resolution 92-58 Establishing Compensation for St. Clair County Board of Commissioners
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- 92-73 Amending Resolution 92-60 Establishing Compensation to be paid to Members of the Social Services Boards

ADOPTING THE TENTATIVE ENHANCED 9-1-1- EMERGENCY
TELEPHONE SERVICE DISTRICT PLAN
FOR ST. CLAIR COUNTY

WHEREAS, the Emergency Telephone Service Enabling Act (Act Number 32, Public Acts of 1986, as amended) has been enacted by the Michigan State Legislature to provide for the establishment of universal emergency telephone districts to install, operate and maintain 9-1-1 systems in Michigan, and,

WHEREAS, in April of 1991, the St. Clair County Board of Commissioners appointed a 9-1-1 Planning Committee to collect information, determine services to be provided and to draft a Tentative Emergency Telephone Service District Plan for St. Clair County; which was submitted to the St. Clair County Board of Commissioners on March 3, 1992.


NOW, THEREFORE, BE IT RESOLVED: That the St. Clair County Board of Commissioners adopts the "Tentative Enhanced 9-1-1 Emergency Telephone Service Plan for St. Clair County", consistent with the Emergency Telephone Service Enabling Act, as amended.

BE IT FURTHER RESOLVED: That consistent with the Public Act, a public hearing date be set by this Board of Commissioners at a date, time and place to be determined. This public hearing shall be at least 90 days from the date of this resolution and that the appropriate notices be posted a minimum of 30 days in advance of the public hearing.

BE IT FURTHER RESOLVED: That funding for this project will be provided under the terms of Public Act 196 of 1991; using the 4% provision of the Act.

DATED: March 25, 1992

Reviewed and Approved by:


ROBERT S. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-22

COUNTY OF ST. CLAIR, MICHIGAN

RESOLUTION CERTIFYING APPROVAL OF PROJECT AREA DESIGNATION, ESTABLISHING PROJECT DISTRICT AREA BOUNDARIES APPOINTING ADDITIONAL DIRECTORS AND CALLING PUBLIC HEARING CONCERNING PROJECT PLAN FOR THE DETROIT EDISON COMPANY BELLE RIVER PLANT PROJECT

Minutes of a regular Meeting of the Board of County Commissioners of the County of St. Clair, Michigan, (the "Commission") held on June 24, 1992, at _____ o'clock __.m., Eastern Daylight Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, there exists in the County of St. Clair, Michigan (the "County") the need for certain programs to alleviate and prevent conditions of unemployment and to revitalize the County's economy, and to assist industrial and commercial enterprises, and to encourage the location, expansion or retention of industrial and commercial enterprises to provide needed services and facilities to the County and its residents and to retain employment opportunities in the County; and

WHEREAS, a program to alleviate the aforesaid conditions and accomplish said purposes has been initiated by The Economic Development Corporation of the County of St. Clair (the "Corporation"); and

WHEREAS, the Corporation in conformity with Act No. 338, Public Acts of Michigan, 1974, as amended ("Act No. 338"), designated the hereinafter described project area for such a program to this Commission for its approval thereof; and

WHEREAS, it is also necessary for this Commission to establish project district area boundaries; and

WHEREAS, it is also necessary for this Commission to approve the appointment of two additional directors to the Board of Directors of the Corporation pursuant to the provisions of Section 4(2) of Act No. 338;

WHEREAS, the Corporation in conformity with Act 338 of the Public Acts of Michigan, 1974, as amended ("Act 338"), and the Internal Revenue Code of 1954, as amended, has prepared and submitted a project plan (the "Project Plan") involving a refinancing project to be undertaken on behalf of The Detroit Edison Company (the "Project"); and

WHEREAS, pursuant to Act 338 it is necessary to hold a public hearing concerning the Project, the Project Plan and the bonds proposed therein to be issued by the Corporation (the "Bonds"), prior to taking legislative action relating to it;

WHEREAS, if the Corporation for any reason does not issue its refunding revenue bonds pursuant to the Project Plan the County intends to issue its Industrial Development Refunding Revenue Bonds pursuant to Act No. 62 Public Acts of Michigan, 1963, as amended ("Act 62"); and

WHEREAS, Act 62 requires the County to publish notice of intent to issue its Industrial Development Refunding Revenue Bonds in order to issue such bonds pursuant to Act 62;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Commission does hereby certify its approval of the Corporation's designation of the project area described in Exhibit A to the Project Plan.

2. This Commission does hereby establish as a project district area the property described in Exhibit A to the Project Plan on file with the County Clerk.

3. This Commission does hereby certify its approval of the individuals listed on Exhibit B, attached hereto, as additional Directors of the Corporation to serve in conformity with the provisions of Section 4(2) of Act No. 338.

4. It is hereby determined that the requirements of Section 20 of Act No. 338 have been met and that the formation of a project citizens district council is not required.

5. The County Clerk be and is hereby directed to deliver a certified copy of this resolution to the Secretary of the Board of the Corporation.

6. Pursuant to the aforesaid Act 338 the Commission shall meet on July 22, 1992, at _____ o'clock __.m., at which time it shall conduct a public hearing on the Corporation's submission of the Project Plan and the issuance by the Corporation of the Bonds.

7. The Clerk be and is hereby directed to give notice of such public hearing by (1) publishing a notice thereof in Port Huron Times Herald, a newspaper of general circulation in the County; (2) posting in at least ten (10) conspicuous and public places in the project district area; and (3) mailing to the last known owner of each parcel of real property in the project district area at the last known address of the owner as shown by the tax assessment records, which notices shall be published and given at least fourteen (14) full days prior to the date set for said hearing.

8. Said notice shall be in substantially the following form:

OFFICIAL NOTICE TO THE CITIZENS OF THE
COUNTY OF ST CLAIR
OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROJECT PLAN
AND THE ISSUANCE OF THE BONDS PROPOSED THEREIN
AS SUBMITTED TO THE BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. CLAIR
BY THE ECONOMIC DEVELOPMENT CORPORATION
OF THE COUNTY OF ST. CLAIR
FOR THE DETROIT EDISON COMPANY BELLE RIVER
PLANT PROJECT

PLEASE TAKE NOTICE that pursuant to Act 338 of the Public Acts of Michigan of 1974, as amended, The Economic Development Corporation of the County of St. Clair has submitted a project plan to the Board of Commissioners for its approval.

Said project plan deals with the refinancing of water and air pollution control equipment and facilities at the Belle River Power Plant of The Detroit Edison Company and to be located on a project area and site described as follows:

The land and buildings occupied by the Belle River Power Plant of the Detroit Edison Company

The street address of the facility is Belle River Power Plant, 4505 King Road, St. Clair, Michigan 48079

Said project plan details all information required by law relative to said project and its impact on the community. No persons will be displaced from the project area as a result of this project. Said project plan also proposes the issuance of refunding revenue bonds by said Economic Development Corporation in a maximum principal amount not to exceed \$100,000,000, maturing up to 40 years from the date of issuance to assist in the refinancing of said project.

The Board of Commissioners will meet at _____ o'clock __.m., Wednesday, the 22nd day of July, 1992, at the _____ located at _____, _____, Michigan, and will conduct a public hearing.

The public hearing shall consider the advisability of the Commission approving, modifying or rejecting by resolution said project plan and the issuance of bonds as proposed therein.

THIS NOTICE is given pursuant to the requirements of Sections 10 and 17 of Act 338, Public Acts of Michigan, 1974, as amended. The project plan and relevant maps or plats are available for inspection at the County Clerk's office.

All interested citizens are encouraged and will be offered an opportunity at said hearing to address the Commission concerning said project, said project plan, and the bonds proposed to be issued. Written comments may also be submitted to the County Clerk prior to said hearing.

Marion Sargent
County Clerk

9. The Commission does hereby determine that the foregoing form of notice and the manner of publication directed is adequate notice to the citizens of the County and is well calculated to inform them of the intention of the Commission to hold a public hearing and the purpose of the public hearing.

10. The Commission determines that it is appropriate to publish a notice of intention with respect to the issuance of the Industrial Development Refunding Revenue bonds in the aggregate amount of not to exceed One Hundred Million Dollars (\$100,000,000) which notice shall be published clearly setting forth:

(i) the intention of the County to issue Industrial Development Refunding Revenue Bonds in the principal amount of up to One Hundred Million Dollars (\$100,000,000), which the County will issue if the Corporation does not issue its refunding revenue bonds pursuant to Act 338, maturing up to 40 years from issuance at the interest rates not in excess of the maximum permitted by the law for the purpose of defraying the cost of refunding outstanding bonds of the County previously issued on behalf of The Detroit Edison Company;

(ii) the fact that the Industrial Development Refunding Revenue Bonds will be issued in accordance with

the provisions of Act 62 and that the principal of and interest thereon will not be a general obligation or debt of the County and will in no event be payable from any tax revenues or other general funds of the County but will be payable solely and only from payments to be received by The Detroit Edison Company (the "Company");

(iii) the fact that the notice is given to and for the benefit of the electors of the County in order to inform them that the Industrial Development Refunding Revenue Bonds will be issued without submitting the question of issuance to the electors unless within 45 days from the publication of the notice a petition signed by not less than five percent (5%) of the registered electors of the County requesting a referendum upon the question of the issuance of the Industrial Development Refunding Revenue Bonds is filed, and specifying that in such event the Industrial Development Refunding Revenue Bonds will not be issued unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

The notice shall be in such form, not inconsistent with the provisions of Act 62 and this resolution, as the Chairman of the Commission shall, with the advice of the counsel to the County and bond counsel, determine and approve. Such notice of intention to

issue the Industrial Development Refunding Revenue Bonds shall be published at such time as the Chairman of the Commission shall, with the advice of the counsel to the County and bond counsel, determine, in the Port Huron Times Herald, Port Huron, Michigan, which the Commission hereby determines and declares to be a newspaper of general circulation in the County and in which announcements of the County are generally published. The published form of the notice of intention shall be a display type ad prominent in size occupying an area of approximately 1/4 of a page of the newspaper in which it is published.

11. The Commission hereby determines that a public hearing of the Commission to be held on July 22, 1992, on the question of the issuance of the Industrial Development Refunding Revenue Bonds and approving the Project Plan pursuant to Act 338 shall be held as required by the Internal Revenue Code of 1986, as amended ("IRC"). The Chairman of the Commission shall schedule such public hearing before the Commission or, in the discretion of the Chairman of the Commission, a hearing officer selected by the Chairman of the Commission and shall direct the publication of a notice of public hearing in such form as required by the IRC and as, with the advice of the counsel to the County and bond counsel, he shall approve. The notice of public hearing shall be published as least fourteen calendar days in advance of such hearing in the Port Huron Times Herald.

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

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Marion Sargent
County Clerk.

DATED: June 24, 1992

REVIEWED AND APPROVED BY:

Robert J. Nickerson
ROBERT J. NICKERSON
COUNTY CORPORATION COUNSEL
301 County Building
Port Huron, MI 48060

Mary Ann Acciaro
William H. Bennett
Judith A. Keegan

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Commission of the County of St. Clair, Michigan at a regular Meeting held on June 24, 1992, 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.

Marion Sargent
County Clerk

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EXHIBIT B

DEFS2\205595.1\001757-00001

THE ECONOMIC DEVELOPMENT CORPORATION
OF THE COUNTY _____ OF ST. CLAIR, MICHIGAN
(the "Corporation")

THE DETROIT EDISON COMPANY

(the "Applicant")

PROJECT PLAN*

* This Project Plan was prepared pursuant to and in accordance with the Economic Development Corporations Act, P.A. 338 of Michigan Public Acts of 1974, as amended ("Act"); it compiles and organizes the requisite information according to the specifications of Section 8(4) of the Act.

A. SECTION 8 (4) (a) Requires:

THE LOCATION AND EXTENT OF EXISTING STREETS AND OTHER PUBLIC FACILITIES WITHIN THE PROJECT DISTRICT AREA AND SHALL DESIGNATE THE LOCATION, CHARACTER, AND EXTENT OF THE CATEGORIES OF PUBLIC AND PRIVATE LAND USES THEN EXISTING AND PROPOSED FOR THE PROJECT AREA, INCLUDING RESIDENTIAL, RECREATIONAL, COMMERCIAL, INDUSTRIAL, EDUCATIONAL, AND OTHER USES AND SHALL INCLUDE A LEGAL DESCRIPTION OF THE PROJECT AREA.

1. Location and extent of existing streets and other public facilities within the Project District Area:

See Exhibit A

2. Designation of the location, character, and extent of the categories of public and private land uses presently existing within the Project Area:

See Exhibit A

3. Designation of the location, character, and extent of the categories of public and private land uses proposed for the Project Area:

See Exhibit A

4. See Exhibit A for a legal description of the Project Area.

This Application relates to a request by Applicant that the corporation refinance for the benefit of Applicant certain Pollution Control Revenue Bonds previously issued by the County of St. Clair, Michigan. The previously issued Pollution Control Revenue Bonds - Series R-1982 in the aggregate principal amount of \$35,000,000 and Series R-1983 in the aggregate principal amount of \$65,000,000 (The Detroit Edison Company Belle River Plant Project) - financed pollution control equipment at Applicant's Belle River plant, located in the St. Clair County. The Project is the refinancing.

B. SECTION 8 (4) (b) Requires:

A DESCRIPTION OF EXISTING IMPROVEMENTS IN THE PROJECT AREA TO BE DEMOLISHED, REPAIRED, OR ALTERED, A DESCRIPTION OF REPAIRS AND ALTERATIONS, AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION. *

1. Description of existing improvements in the Project Area:

2. Description of anticipated repairs and alterations:

3. Estimate of time required for completion of above:

* Applicant does not anticipate alterations or improvements, but rather the refinancing of outstanding St. Clair County Pollution Control Revenue Bonds.

C. SECTION 8 (4) (c) Requires:

THE LOCATION, EXTENT, CHARACTER, AND ESTIMATED COST OF THE IMPROVEMENTS INCLUDING REHABILITATION CONTEMPLATED FOR THE PROJECT AREA AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

1. Location of repairs, alterations and improvements:

2. Description of extent and character of repairs, alterations, and improvements:

3. Estimate of time required for completion:

4. Estimated cost of improvements:

Land	\$ _____
Site improvements	_____
Construction of building(s)	_____
Machinery and equipment	_____
Costs of issuance of bonds	_____
Other costs (specify)	_____
TOTAL	_____

The cost of improvements in excess of the proceeds of the bonds to be issued by the Corporation will be paid by the Applicant. _____

All proceeds will be utilized for the refunding of the Series R-1982 and R-1983 St. Clair County Pollution Control Revenue Bonds.

D. SECTION 8 (4) (d) Requires:

**A STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION
PLANNED, AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE.**

Not applicable, but the St. Clair County Series R-1982 and
R-1983 Pollution Control Revenue Bonds will be refinanced
as expeditiously as possible.

E. SECTION 8 (4) (e) Requires:

**A DESCRIPTION OF THE PARTS OF THE PROJECT AREA TO BE LEFT
AS OPEN SPACE AND THE USE CONTEMPLATED FOR THE SPACE.**

See Exhibit A.

F. SECTION 8 (4) (f) Requires:

A DESCRIPTION OF ANY PORTIONS OF THE PROJECT AREA WHICH THE CORPORATION DESIRES TO SELL, DONATE, EXCHANGE, OR LEASE TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS.

None. Applicant will enter into a Loan Agreement with the Corporation.

G. SECTION 8 (4) (a) Requires:

A DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS, AND UTILITIES.

1. A description of desired zoning changes:

None.

2. A description of desired changes in streets, street levels, intersections and utilities:

None.

H. SECTION 8 (4) (b) Requires:

A STATEMENT OF THE PROPOSED METHOD OF FINANCING THE PROJECT, INCLUDING, EXCEPT AS PROVIDED IN SECTION 6a OF THE ACT, A STATEMENT BY A PERSON DESCRIBED IN SECTION J OF THIS PROJECT PLAN INDICATING THE PAYMENT TO ALL PERSONS PERFORMING WORK ON THE CONSTRUCTION PROJECT OF THE PREVAILING WAGE AND FRINGE BENEFIT RATES FOR THE SAME OR SIMILAR WORK IN THE LOCALITY IN WHICH THE WORK IS TO BE PERFORMED, AND A STATEMENT OF THE ABILITY OF THE CORPORATION TO ARRANGE THE FINANCING. (THE PREVAILING WAGE AND FRINGE BENEFIT RATES SHALL BE DETERMINED PURSUANT TO ACT NO. 166 OF THE PUBLIC ACTS OF 1965, AS AMENDED, BEING SECTIONS 408.551 TO 408.558 OF THE MICHIGAN COMPILED LAWS. A CORPORATION MAY CONCLUSIVELY RELY UPON THE STATEMENT REQUIRED UNDER THIS SUBSECTION AS TO COMPLIANCE WITH THE PAYMENT OF PREVAILING WAGE AND FRINGE BENEFIT RATES AND ANY CONTRACTS, BONDS OR NOTES OF ANY CORPORATION ENTERED INTO OR ISSUED UPON RELIANCE ON ANY SAID STATEMENT SHALL NOT BE SUBSEQUENTLY VOIDED BY REASON OF THE FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SUBSECTION.)

1. Certification relating to prevailing wage and fringe benefit rates. See Exhibit B attached hereto and incorporated herein.

2. Statement of the ability of the Corporation to arrange the financing. See Exhibit C attached hereto for financing detail.

I. SECTION 8 (4) (i) Requires:

A LIST OF PERSONS WHO WILL MANAGE OR BE ASSOCIATED WITH THE MANAGEMENT OF THE PROJECT FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM THE DATE OF APPROVAL OF THE PROJECT PLAN.

Leslie L. Loomans, Applicant's Vice President and Treasurer

Christopher C. Arvani, Applicant's Assistant Treasurer

Ronald J. Giaier, Applicant's Acting Director of
Finance and Investor Relations

J. SECTION 8 (4) (i) Requires:

DESIGNATION OF THE PERSON OR PERSONS, NATURAL OR CORPORATE, TO WHOM THE PROJECT IS TO BE LEASED, SOLD, OR CONVEYED AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN IF THAT INFORMATION IS AVAILABLE TO THE CORPORATION.

The refinancing is being undertaken for the benefit of Applicant and Applicant's ratepayers.

K. SECTION 8 (4) (k) Requires:

IF THERE IS NOT AN EXPRESS OR IMPLIED AGREEMENT BETWEEN THE CORPORATION AND PERSONS, NATURAL OR CORPORATE, THAT THE PROJECT WILL BE LEASED, SOLD, OR CONVEYED TO THOSE PERSONS, THE PROCEDURES FOR BIDDING FOR THE LEASING, PURCHASING, OR CONVEYING OF THE PROJECT UPON ITS COMPLETION.

The proposed project is a refinancing of outstanding pollution control revenue bonds. A conveyance of the proposed project is inapplicable.

L. SECTION 6 (4) (1) Requires:

ESTIMATES OF THE NUMBER OF PERSONS RESIDING IN THE PROJECT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED. IF OCCUPIED RESIDENCES ARE DESIGNATED FOR ACQUISITION AND CLEARANCE BY THE CORPORATION, A PROJECT PLAN SHALL INCLUDE A SURVEY OF THE FAMILIES AND INDIVIDUALS TO BE DISPLACED, INCLUDING THEIR INCOME AND RACIAL COMPOSITION, A STATISTICAL DESCRIPTION OF THE HOUSING SUPPLY IN THE COMMUNITY, INCLUDING THE NUMBER OF PRIVATE AND PUBLIC UNITS IN EXISTENCE OR UNDER CONSTRUCTION, THE CONDITION OF THOSE IN EXISTENCE, THE NUMBER OF OWNER-OCCUPIED AND RENTER-OCCUPIED UNITS, THE ANNUAL RATE OF TURNOVER OF THE VARIOUS TYPES OF HOUSING AND THE RANGE OF RENTS AND SALE PRICES, AN ESTIMATE OF THE TOTAL DEMAND FOR HOUSING IN THE COMMUNITY, AND THE ESTIMATED CAPACITY OF PRIVATE AND PUBLIC HOUSING AVAILABLE TO DISPLACED FAMILIES AND INDIVIDUALS.

There will be no displacement as a result of the proposed project.

M. SECTION 8 (4) (m) Requires:

A PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE PROJECT IN NEW HOUSING IN THE PROJECT AREA.

Not applicable.

N. SECTION 8 (4) (n) Requires:

PROVISION FOR THE COSTS OF RELOCATING PERSONS DISPLACED BY THE PROJECT AND FINANCIAL ASSISTANCE AND REIMBURSEMENT OF EXPENSES, INCLUDING LITIGATION EXPENSES AND EXPENSES INCIDENT TO THE TRANSFER OF TITLE, IN ACCORDANCE WITH THE STANDARD AND PROVISIONS OF THE FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, 42 U.S.C. 4601 to 4655.

Not applicable.

O. SECTION 8 (4) (e) Requires:

A PLAN FOR COMPLIANCE WITH ACT NO. 227, OF THE PUBLIC ACTS OF 1972, BEING SECTIONS 213.321 TO 213.332 OF THE MICHIGAN COMPILED LAWS.

Not applicable since there will be no displacements.

P. SECTION 8 (4) (p) Requires:

OTHER MATERIAL AS THE CORPORATION, LOCAL PUBLIC AGENCY, OR GOVERNING BODY CONSIDERS PERTINENT.

1. At the time of the preparation of this Plan and its consideration by the Corporation, the Applicant does not intend to operate nor will it operate the Project in a manner which will have the effect of transferring employment of more than 20 full-time persons from a Michigan municipality to the _____ of _____ without having first obtained a resolution of consent to the loss of such employment from the governing body of each municipality from which employment is to be transferred. It is anticipated by the Applicant that the Project will: [check appropriate line]

- * _____ a. Retain _____ jobs
- _____ b. Create _____ jobs

2. The Applicant has neither entered into binding commitments nor expended funds in connection with the Project to be repaid with the proceeds of bonds to be issued by the Corporation prior to _____, 19 __, being the date of the adoption of the Corporation's Resolution of Inducement.

3. The street address of the Project is Belle River Power Plant, 4505 King Road, St. Clair, Michigan 48079

4. The Project includes a _____ square foot _____ story _____ facility to be used for _____
_____. See Exhibit A.

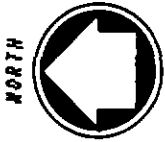
* The project will not result in the transfer of jobs from one location to another.

EXHIBIT "A"

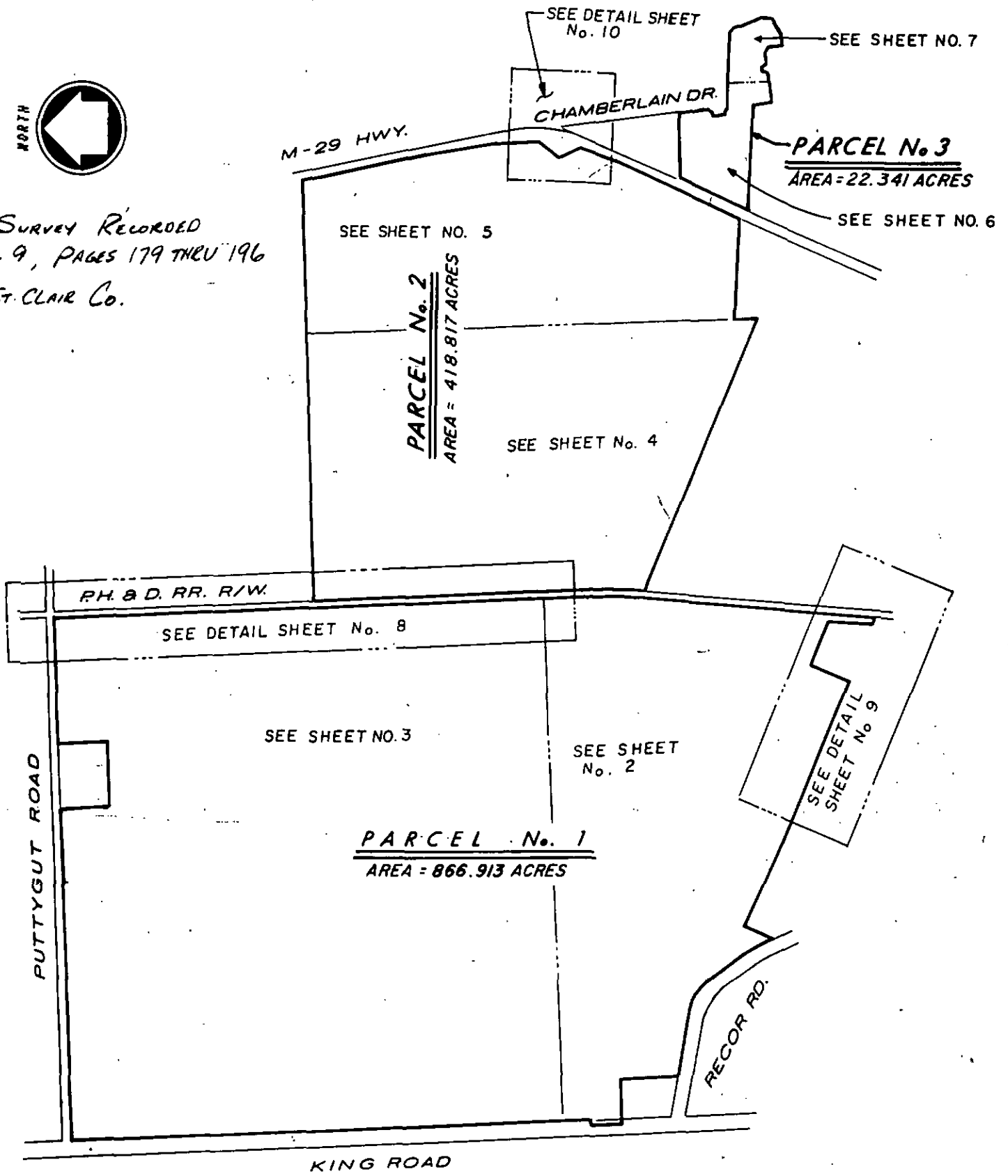
A legal description of the Project Area, being the real property on which the Project is located:

Exhibit A follows, which is entitled "Certificate of Survey", consisting of eighteen pages.

CERTIFICATE OF SURVEY



Survey Recorded
L. 9, PAGES 179 THRU 196
ST. CLAIR Co.



A	BY B. JEWELL	DATE 87 SEPT 29	APP. <i>[Signature]</i>
	CHANGED DESCRIPTION DRAWING NO. FROM SE 1248-43 TO SE 1258-43		
REVISIONS			

SHEET 1 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 125,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1870 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
SURVEYOR FILE NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

BELLE RIVER POWER PLANT

Detroit Edison SYSTEM ENGINEERING DEPT.

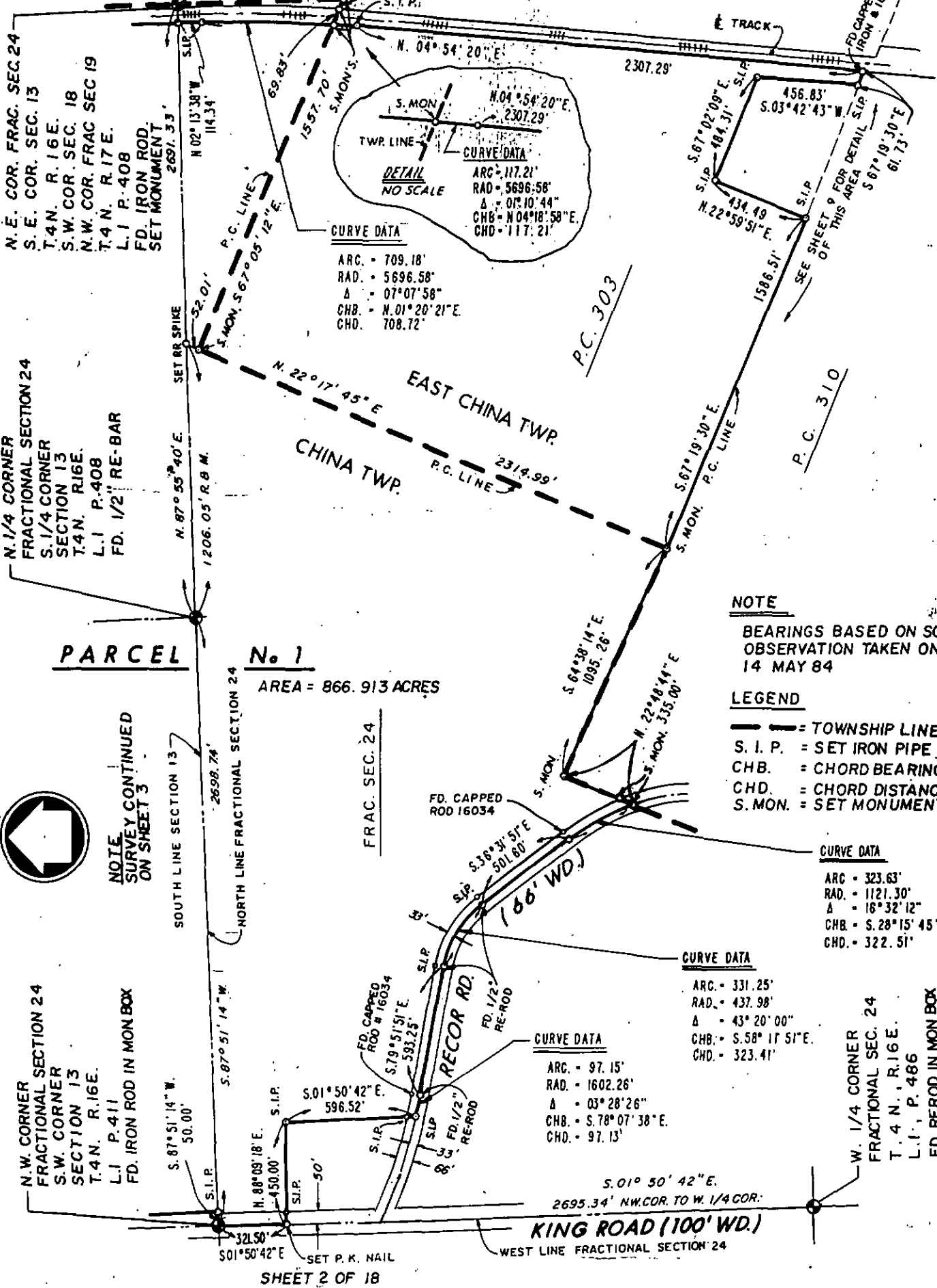
SCALE 1" = 1400' 0 700' 1400'	DRAWN BY L HARRIS 08 SEP 84	APPROVED BY <i>[Signature]</i>
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43

CERTIFICATE OF SURVEY

ST CLAIR POWER PLANT

P. H. & D. RR. R/W.

SEE SHEET 4



CURVE DATA
 ARC. = 709.18'
 RAD. = 5696.58'
 Δ = 07° 07' 58"
 CHB. = N. 01° 20' 21" E.
 CHD. = 708.72'

NOTE
 BEARINGS BASED ON SOLAR
 OBSERVATION TAKEN ON
 14 MAY 84

LEGEND
 ——— = TOWNSHIP LINE
 S. I. P. = SET IRON PIPE
 CHB. = CHORD BEARING
 CHD. = CHORD DISTANCE
 S. MON. = SET MONUMENT

CURVE DATA
 ARC. = 323.63'
 RAD. = 1121.30'
 Δ = 16° 32' 12"
 CHB. = S. 28° 15' 45" E.
 CHD. = 322.51'

CURVE DATA
 ARC. = 331.25'
 RAD. = 437.98'
 Δ = 43° 20' 00"
 CHB. = S. 58° 11' 51" E.
 CHD. = 323.41'

CURVE DATA
 ARC. = 97.15'
 RAD. = 1602.26'
 Δ = 03° 28' 26"
 CHB. = S. 78° 07' 38" E.
 CHD. = 97.13'

PARCEL No. 1
 AREA = 866.913 ACRES



NOTE
 SURVEY CONTINUED
 ON SHEET 3

NOTE
 SURVEY CONTINUED
 ON SHEET 3

SHEET 2 OF 18

BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF REDUCTION OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
 SURVEYOR R.L.B. NO. DATE

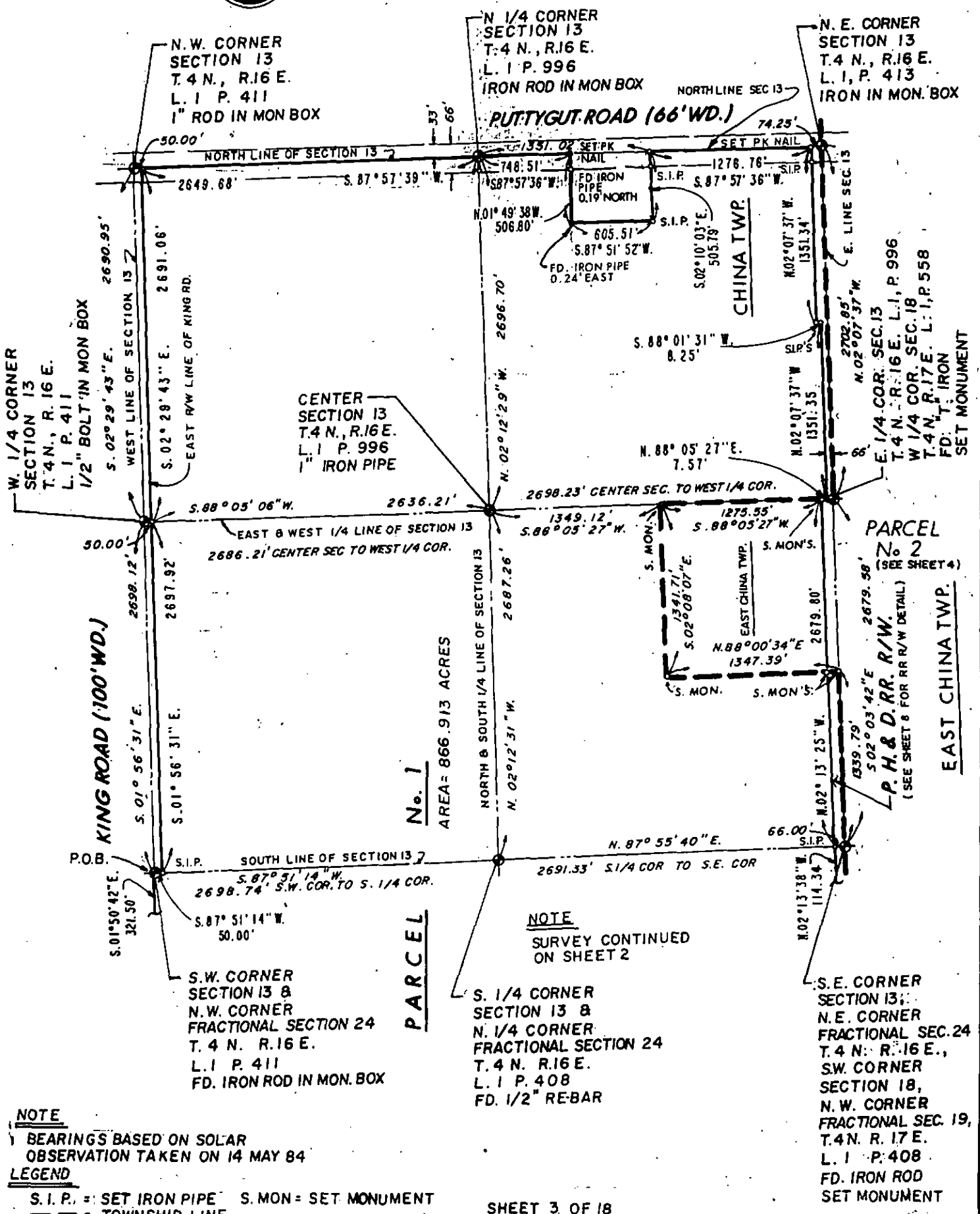
LOCATION
 PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20, TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303 EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

Detroit Edison SYSTEM ENGINEERING DEPT.

SCALE 1" = 600' 0 300' 600'	DRAWN BY L. HARRIS 17 AUG 84	APPROVED BY <i>A. Valine</i>
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY



NOTE
 BEARINGS BASED ON SOLAR
 OBSERVATION TAKEN ON 14 MAY 84

LEGEND
 S. I. P. = SET IRON PIPE S. MON = SET MONUMENT
 --- = TOWNSHIP LINE

SHEET 3 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

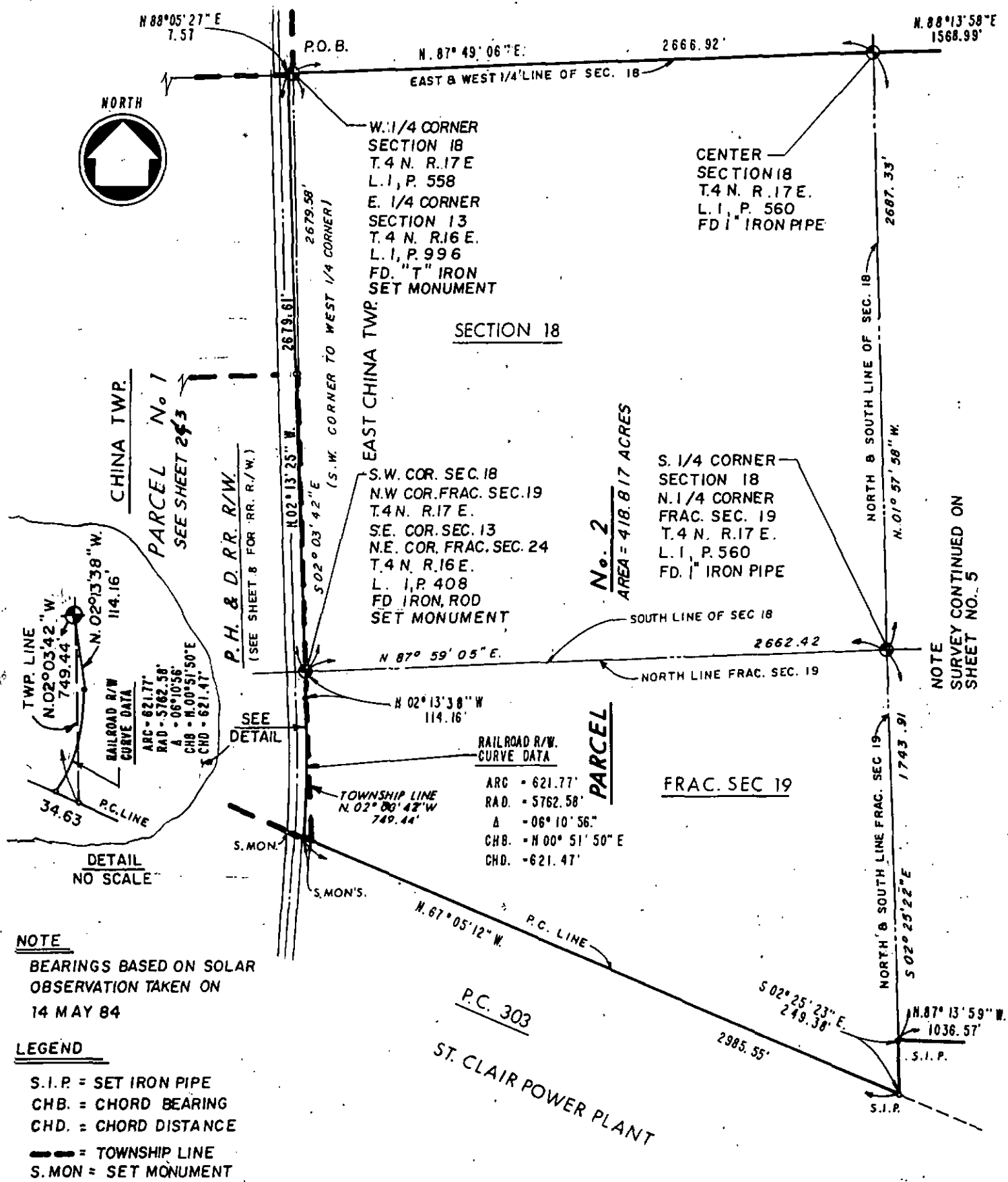
Steven A. Young 25885 10-1-84
 SURVEYOR PLS. NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19, & 20. TOWN 4 NORTH RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303 EAST CHINA TOWNSHIP, ST. CLAIR COUNTY MICHIGAN.

BELLE RIVER POWER PLANT

Detroit Edison		
SYSTEM ENGINEERING DEPT.		
SCALE 1" = 1000' 0 500' 1000'	DRAWN BY L. HARRIS 14 AUG 84	APPROVED BY <i>A. Cohen</i>
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE-1258-43

CERTIFICATE OF SURVEY



NOTE
SURVEY CONTINUED ON
SHEET NO. 5

NOTE
 BEARINGS BASED ON SOLAR
 OBSERVATION TAKEN ON
 14 MAY 84

LEGEND
 S.I.P. = SET IRON PIPE
 CHB. = CHORD BEARING
 CHD. = CHORD DISTANCE
 --- = TOWNSHIP LINE
 S. MON. = SET MONUMENT

SHEET 4 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

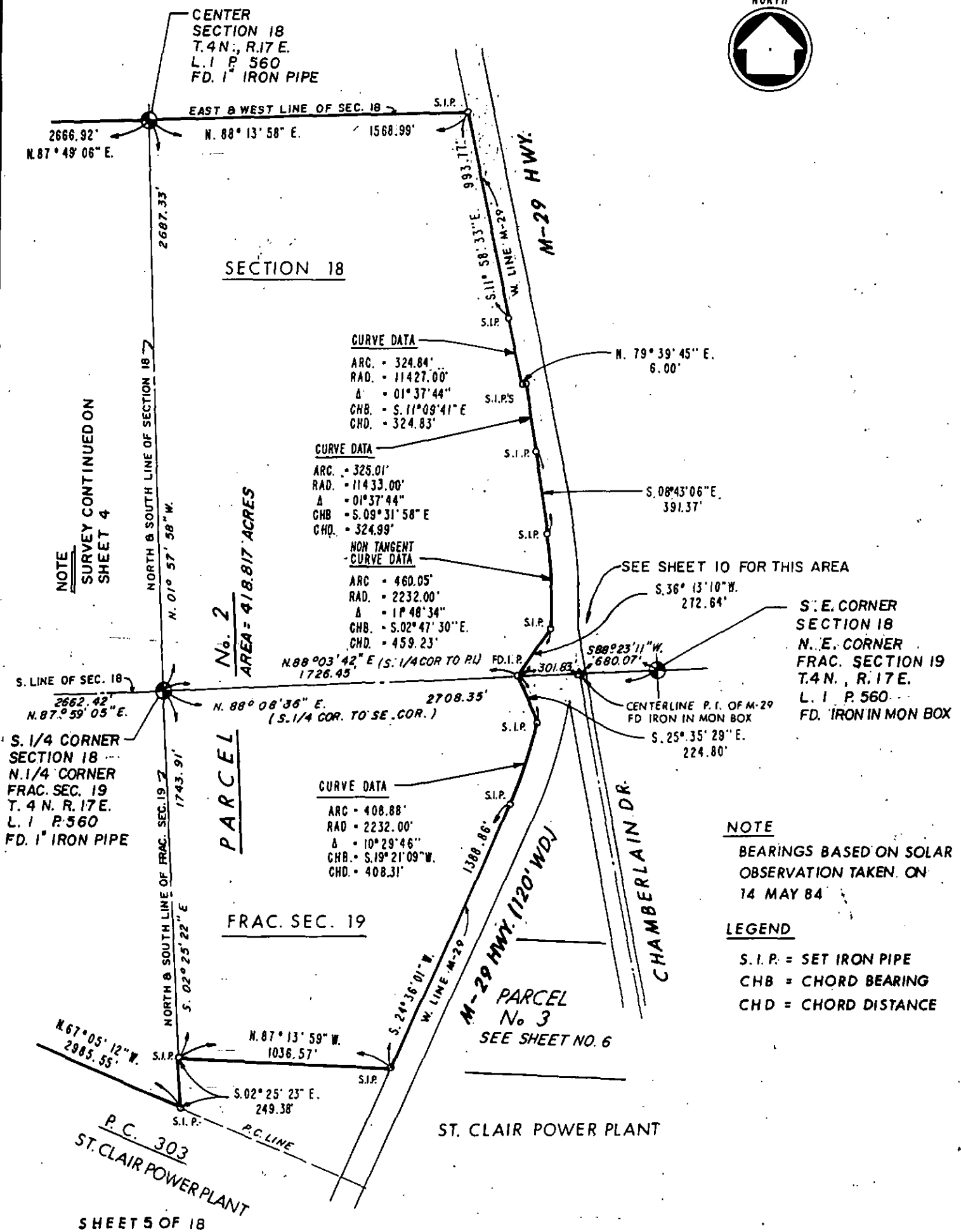
Steven A. Young 25885 10-1-84
 SURVEYOR RLS NO. DATE

LOCATION
 PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN

BELLE RIVER POWER PLANT

Detroit Edison		SYSTEM ENGINEERING DEPT.	
SCALE 1" = 600' 0 300 600	DRAWN BY L. HARRIS 27 AUG 84	DATE OF SURVEY SEPT. 1984	APPROVED BY <i>S. Vaslen</i> DRAWING NO. SE 1258-43

CERTIFICATE OF SURVEY



BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
SURVEYOR RLS NO. DATE

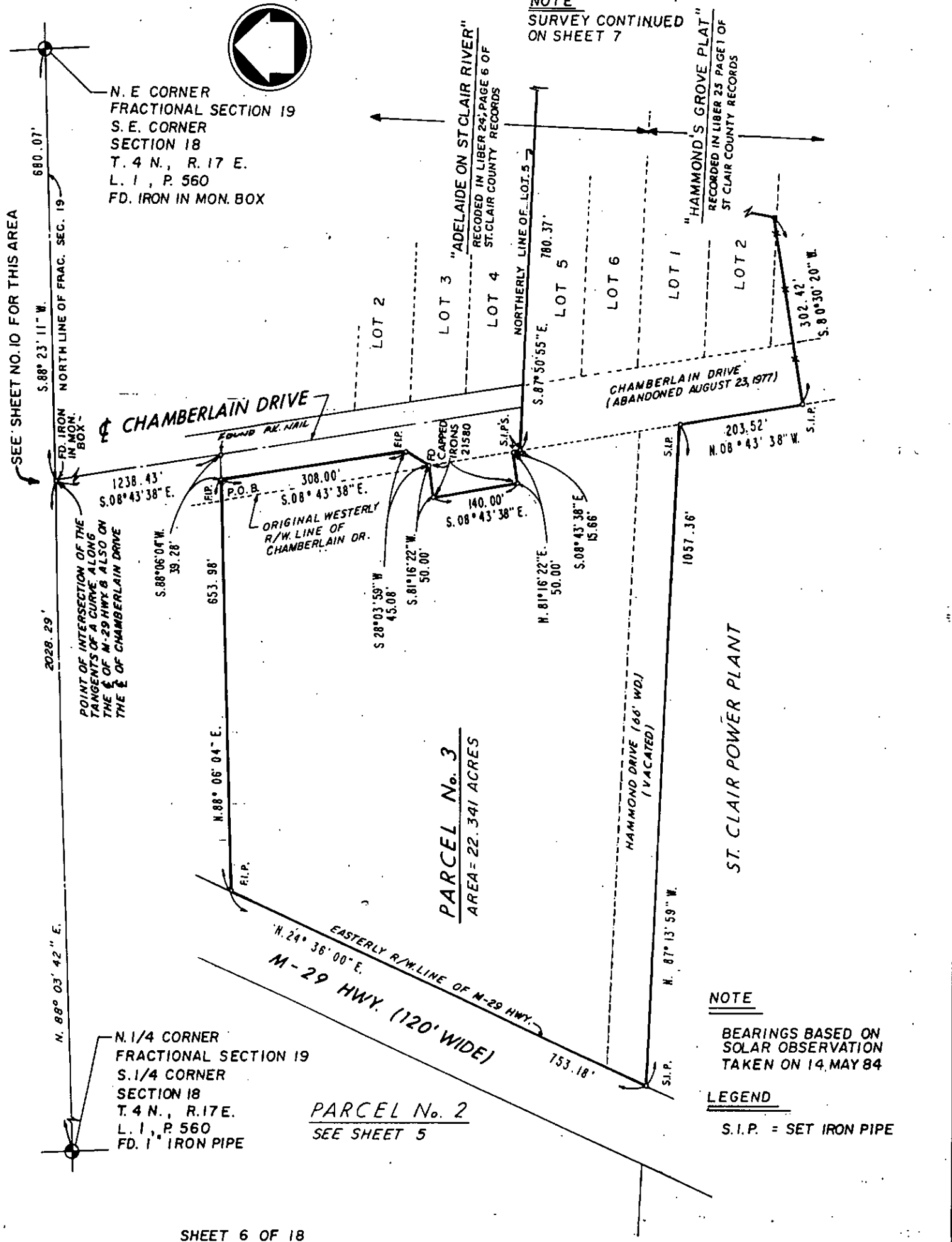
LOCATION: PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

BELLE RIVER POWER PLANT

Detroit Edison		SYSTEM ENGINEERING DEPT.	
SCALE 1" = 600' 0 300' 600'	DRAWN BY L. HARRIS 21 AUG 84	APPROVED BY <i>A. Vaha</i>	
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43	

CERTIFICATE OF SURVEY

NOTE
SURVEY CONTINUED
ON SHEET 7



N. E CORNER
FRACTIONAL SECTION 19
S. E. CORNER
SECTION 18
T. 4 N., R. 17 E.
L. 1, P. 560
FD. IRON IN MON. BOX

N. 1/4 CORNER
FRACTIONAL SECTION 19
S. 1/4 CORNER
SECTION 18
T. 4 N., R. 17 E.
L. 1, P. 560
FD. 1" IRON PIPE

PARCEL No. 3
AREA = 22.341 ACRES

PARCEL No. 2
SEE SHEET 5

NOTE
BEARINGS BASED ON
SOLAR OBSERVATION
TAKEN ON 14, MAY 84

LEGEND
S.I.P. = SET IRON PIPE

SHEET 6 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

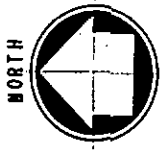
Steven A. Young 25885 10-1-84
SURVEYOR PLS NO. DATE

LOCATION
PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP, ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20, TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN

Detroit Edison		SYSTEM ENGINEERING DEPT.	
SCALE 1" = 200' 0 100' 200'	DRAWN BY L. HARRIS 28 AUG 84	APPROVED BY <i>A. Vaska</i>	
	DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43	

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY

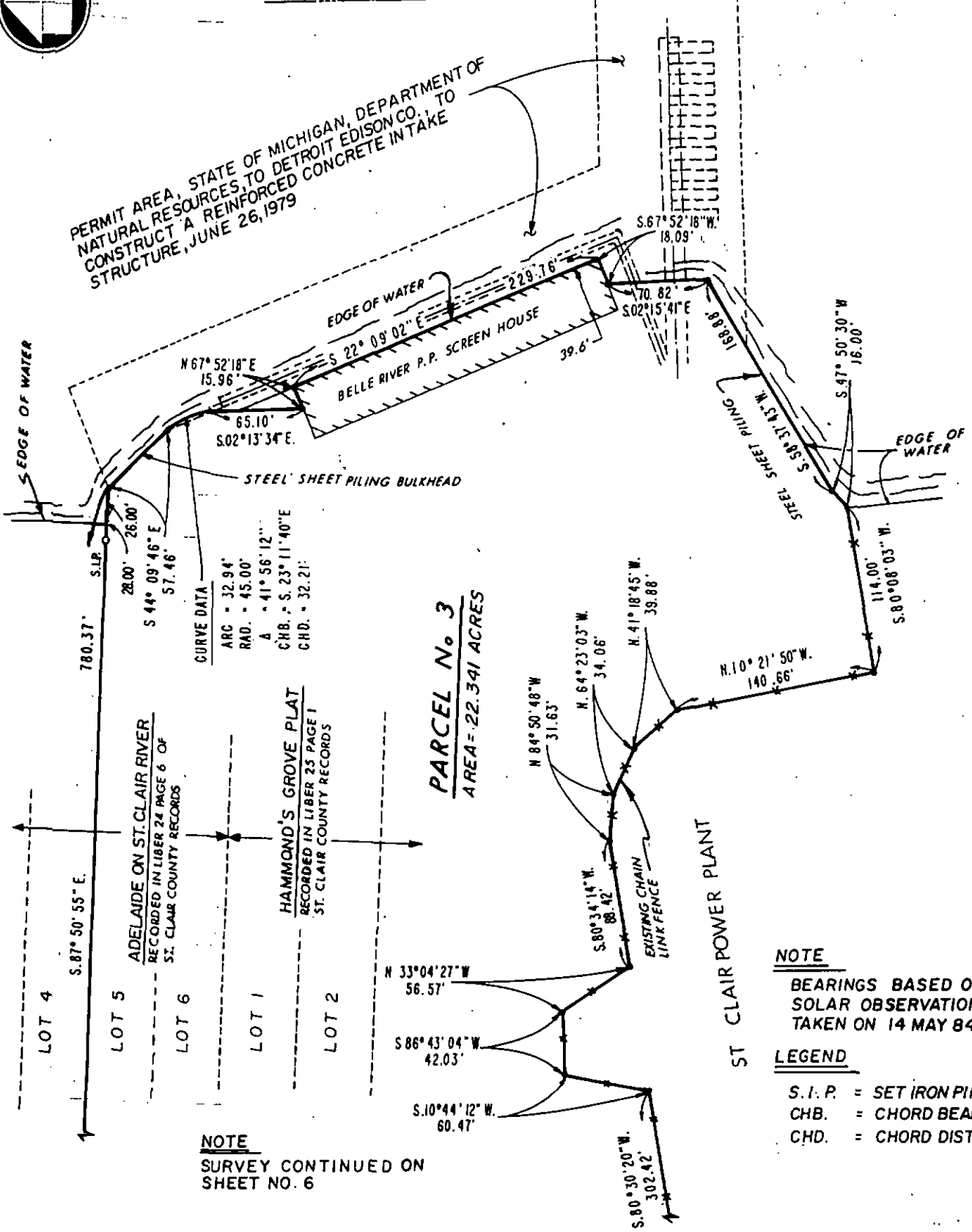


OF SHIPPING CHANNEL

ST. CLAIR RIVER

WESTERLY LINE OF SHIPPING CHANNEL

PERMIT AREA, STATE OF MICHIGAN, DEPARTMENT OF
 NATURAL RESOURCES, TO DETROIT EDISON CO., TO
 CONSTRUCT A REINFORCED CONCRETE INTAKE
 STRUCTURE, JUNE 26, 1979



SHEET 7 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON
 THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF
 MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF
 CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124, 000 AND THAT ALL
 APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

SURVEYOR Steven A. Young FILE NO. 25885 DATE 10-1-84

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND
 FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST,
 CHINA TOWNSHIP, ALSO PART OF SECTION 18 AND
 FRACTIONAL SECTION 19 & 20, TOWN 4 NORTH, RANGE 17 EAST,
 AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP,
 ST. CLAIR COUNTY, MICHIGAN

**Detroit
Edison**

SYSTEM ENGINEERING DEPT.

SCALE
 1" = 100'
 0 50' 100'

DRAWN BY
 L. HARRIS 28 AUG 84

APPROVED BY

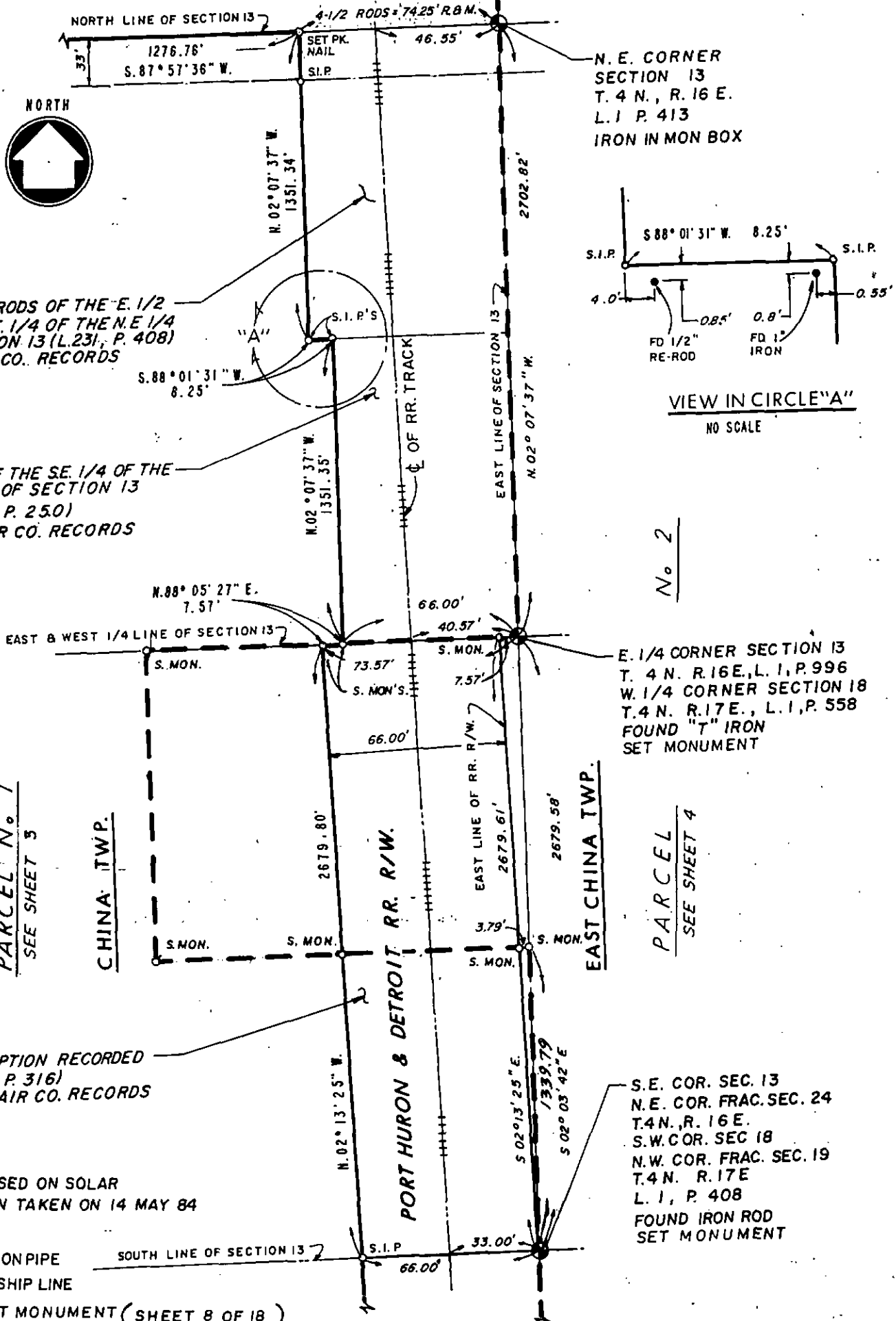
DATE OF SURVEY
 SEPT. 1984

DRAWING NO.
 SE 1258-43

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY

PUTTYGUT ROAD (66' WD.)



E. 4 1/2 RODS OF THE E. 1/2 OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 13 (L. 231, P. 408) ST. CLAIR CO. RECORDS

E. 66' OF THE SE. 1/4 OF THE N.E. 1/4 OF SECTION 13 (L. 167, P. 250) ST. CLAIR CO. RECORDS

VIEW IN CIRCLE "A"
NO SCALE

No 2

PARCEL No 1
SEE SHEET 3

CHINA TWP.

PORT HURON & DETROIT RR. R/W.

EAST CHINA TWP.

PARCEL No 4
SEE SHEET 4

DESCRIPTION RECORDED (L. 257, P. 316) ST. CLAIR CO. RECORDS

NOTE

BEARINGS BASED ON SOLAR OBSERVATION TAKEN ON 14 MAY 84

LEGEND

- S.I.P. = SET IRON PIPE
- = TOWNSHIP LINE
- S. MON. = SET MONUMENT (SHEET 8 OF 18)

S.E. COR. SEC. 13
N.E. COR. FRAC. SEC. 24
T. 4 N., R. 16 E.
S.W. COR. SEC 18
N.W. COR. FRAC. SEC. 19
T. 4 N., R. 17 E.
L. 1, P. 408
FOUND IRON ROD SET MONUMENT

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young SURVEYOR 25885 10-1-84 DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST CLAIR COUNTY, MICHIGAN.

Detroit Edison SYSTEM ENGINEERING DEPT.

SCALE
NO SCALE

DRAWN BY
L. HARRIS 16 AUG 84

DATE OF SURVEY
SEPT. 1984

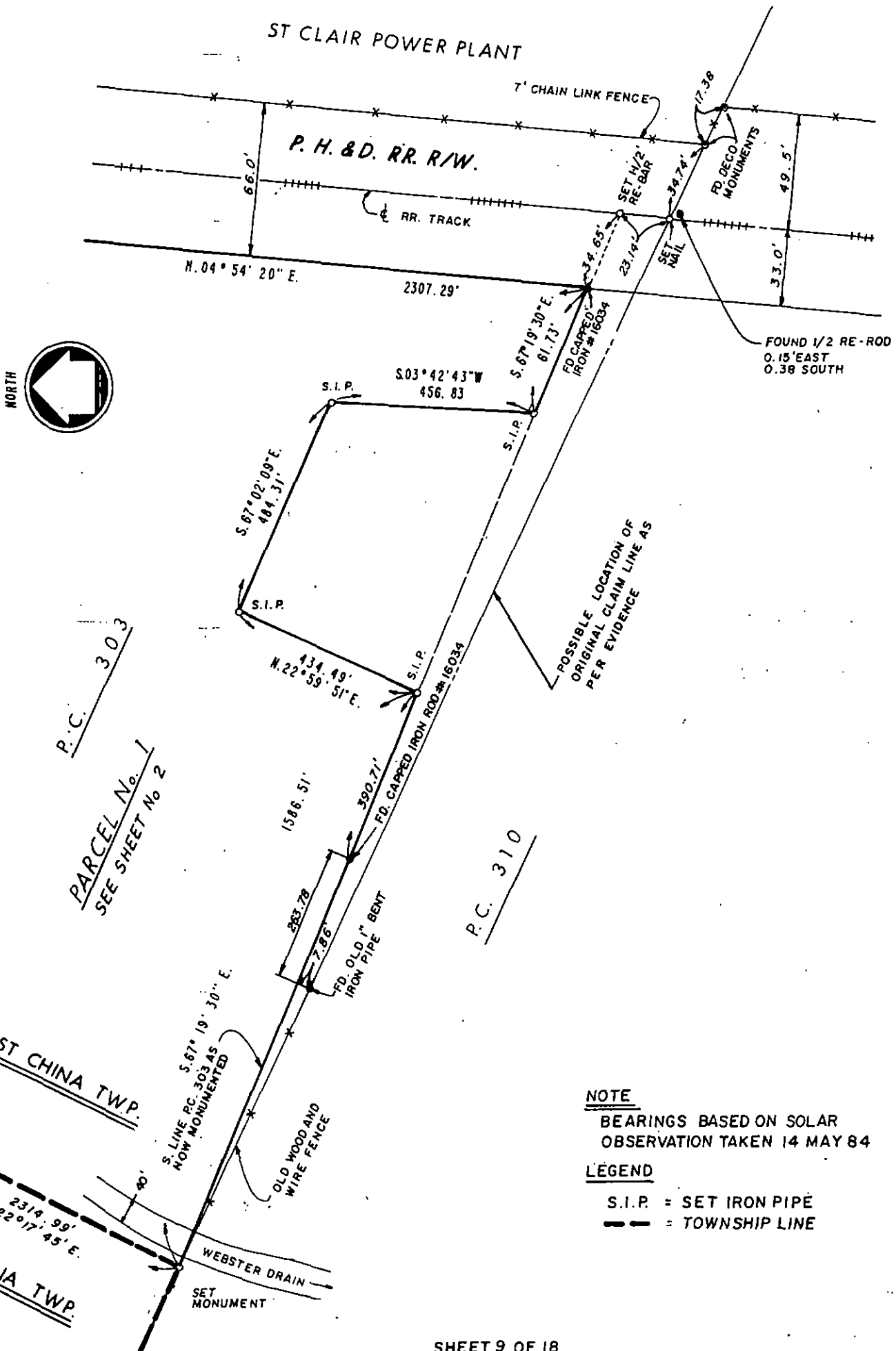
APPROVED BY
A. Coakley

DRAWING NO.
SE 1258-43

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY

ST CLAIR POWER PLANT



NOTE
BEARINGS BASED ON SOLAR
OBSERVATION TAKEN 14 MAY 84

LEGEND
S.I.P. = SET IRON PIPE
--- = TOWNSHIP LINE

SHEET 9 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young 25885 10-1-84
SURVEYOR RLS NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

Detroit Edison		SYSTEM ENGINEERING DEPT.	
SCALE	DRAWN BY	APPROVED BY	
NO SCALE	L. HARRIS 20 AUG 84	<i>A. Valin</i>	
	DATE OF SURVEY	DRAWING NO.	
	SEPT. 1984	SE 1258-43	

BELLE RIVER POWER PLANT

CERTIFICATE OF SURVEY

NORTH



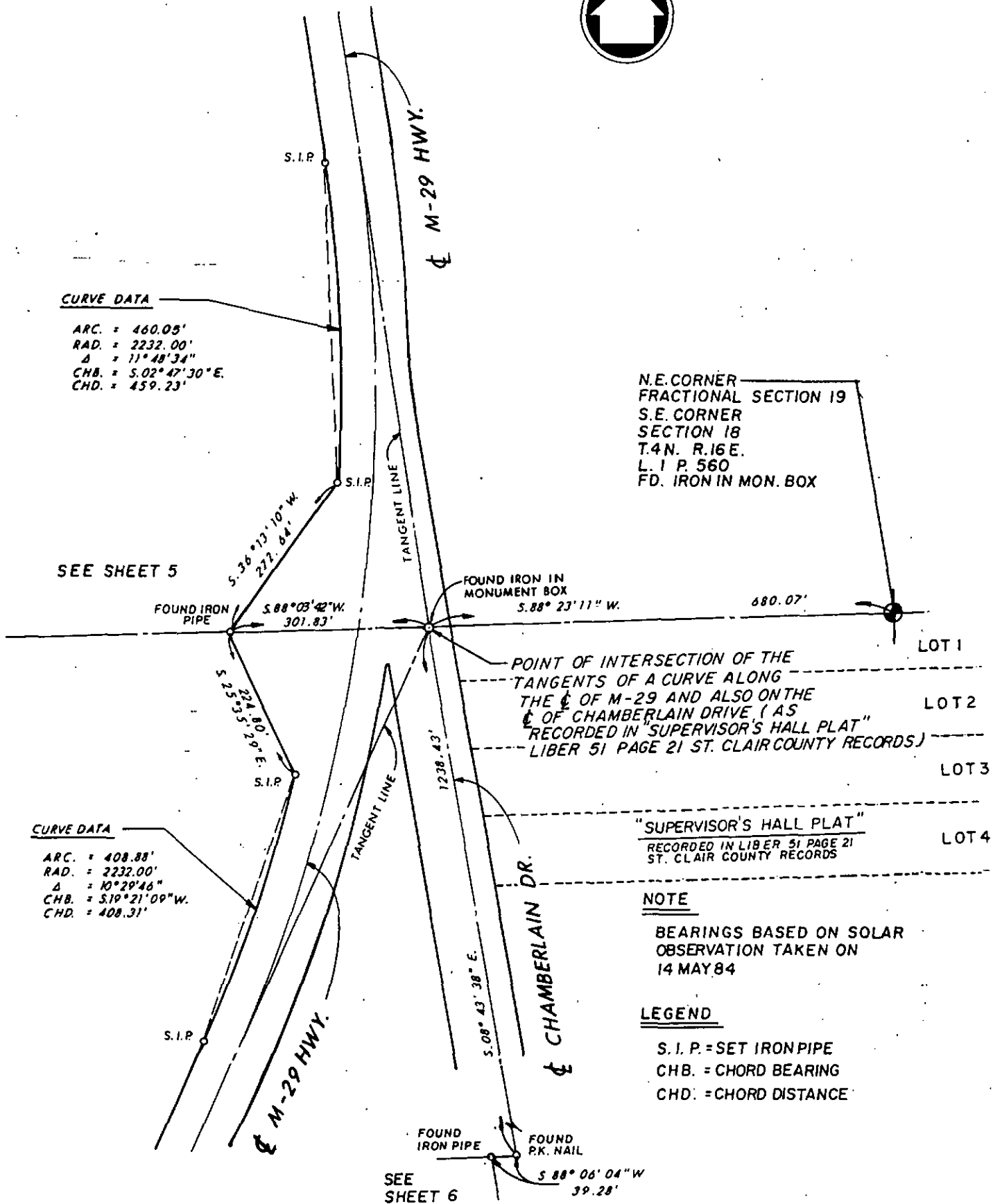
PARCEL No. 2

CURVE DATA

ARC. = 460.05'
 RAD. = 2232.00'
 Δ = 11° 48' 34"
 CHB. = S. 02° 47' 30" E.
 CHD. = 459.23'

SEE SHEET 5

N.E. CORNER
 FRACTIONAL SECTION 19
 S.E. CORNER
 SECTION 18
 T. 4N. R. 16E.
 L. 1 P. 560
 FD. IRON IN MON. BOX



CURVE DATA

ARC. = 408.88'
 RAD. = 2232.00'
 Δ = 10° 29' 46"
 CHB. = S. 19° 21' 09" W.
 CHD. = 408.31'

NOTE

BEARINGS BASED ON SOLAR OBSERVATION TAKEN ON 14 MAY 84

LEGEND

S. I. P. = SET IRON PIPE
 CHB. = CHORD BEARING
 CHD. = CHORD DISTANCE

--- SHEET 10 OF 18

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL (LAND) SURVEYORS IN THE STATE OF MICHIGAN, THAT THE MAP DELINEATED HEREON CORRECTLY REPRESENTS SUCH SURVEY AND THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1: 124,000 AND THAT ALL APPLICABLE REQUIREMENTS OF P. A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

Steven A. Young
25885
10-1-84
 SURVEYOR FLS NO. DATE

LOCATION PROPERTY SURVEY: PART OF SECTION 13 AND FRACTIONAL SECTION 24, TOWN 4 NORTH, RANGE 16 EAST, CHINA TOWNSHIP. ALSO PART OF SECTION 18 AND FRACTIONAL SECTION 19 & 20 TOWN 4 NORTH, RANGE 17 EAST, AND PART OF PRIVATE CLAIM 303, EAST CHINA TOWNSHIP, ST. CLAIR COUNTY, MICHIGAN.

Detroit Edison SYSTEM ENGINEERING DEPT.

<p>SCALE</p> <p>1" = 200'</p> <p>0 100' 200'</p>	<p>DRAWN BY</p> <p>L. HARRIS 30 AUG 84</p> <p>DATE OF SURVEY</p> <p>SEPT. 1984</p>	<p>APPROVED BY</p> <p><i>J. Van...</i></p> <p>DRAWING NO.</p> <p>SE 1258-43</p>
---	--	---

BELLE RIVER POWER PLANT

BELLE RIVER POWER PLANT

PARCEL NO. 1

DESCRIPTION

Part of Private Claim 303 of East China Township and part of Section 13 and fractional Section 24, Town 4 North, Range 16 East, China Township and East China Township, St. Clair County, Michigan lying Westerly of the Port Huron and Detroit Railroad right-of-way.

Described as: Commencing at the Northwest corner of said fractional Section 24, (Also being the Southwest corner of said Section 13);

Thence South $01^{\circ}50'42''$ East 321.50 Feet along the West line of said fractional Section 24, (Also being the Centerline of King Road 100 Feet Wide);

Thence North $88^{\circ}09'18''$ East 450.00 Feet;

Thence South $01^{\circ}50'42''$ East 596.52 Feet to the Centerline of Recor Road;

Thence along the Centerline of Recor Road (66 Feet Wide) the following 5 (five) Courses;

Thence 97.15 Feet along a curve to the right having a Radius of 1602.26 Feet, a Central Angle of $03^{\circ}28'26''$ and a Chord Bearing of South $78^{\circ}01'38''$ East 97.13 Feet;

Thence South $79^{\circ}51'51''$ East 593.25 Feet;

Thence 331.25 Feet along a curve to the right having a Radius of 437.98 Feet, a Central Angle of $43^{\circ}20'00''$, and a Chord Bearing of South $58^{\circ}11'51''$ East 323.41 Feet;

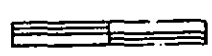
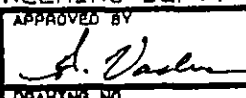
Thence South $36^{\circ}31'51''$ East 501.60 Feet;

Thence 323.63 Feet along a curve to the right having a Radius of 1121.30 Feet, a Central Angle of $16^{\circ}32'12''$, and a Chord Bearing of South $28^{\circ}15'45''$ East 322.51 Feet to the Easterly line of fractional Section 24, (Also being the Westerly line of Private Claim 310 and the Easterly line of China Township and the Westerly line of East China Township);

Thence North $22^{\circ}48'44''$ East 335.00 Feet along said line to the Northwesterly corner of said Private Claim 310;

Thence South $64^{\circ}38'14''$ East 1095.26 Feet along the Northerly line of Private Claim 310, (Also being the Northerly line of East China Township and the Southerly line of China Township) to the Southeasterly corner of fractional Section 24, (Also being the Southwesterly corner of Private Claim 303);

Sheet 11 of 18

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, Town 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20-T. 4 N., R. 17 E, part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.		
	SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY 
	DATE OF SURVEY Sept. 1984.	DRAWING NO. SE 1258-43	

(Cont. Parcel No. 1)

Thence South 67°19'30" East 1586.51 Feet along the Southerly line of Private Claim 303 as monumented, (Also being the Northerly line of Private Claim 310);

Thence North 22°59'51" East 434.49 Feet;

Thence South 67°02'09" East 484.31 Feet;

Thence South 03°42'43" West 456.83 Feet to the Southerly line of said Private Claim 303;

Thence South 67°19'30" East 61.73 Feet along said Claim line to the Westerly right-of-way line of the Port Huron and Detroit Railroad;

Thence along said Railroad right-of-way line the following 8 (eight) Courses;

Thence North 04°54'20" East 2307.29 Feet;

Thence 709.18 Feet along a curve to the left having a Radius of 5696.58 Feet, a Central Angle of 7°07'58", and a Chord Bearing of North 01°20'21" East 708.72 Feet;

Thence North 02°13'38" West 114.34 Feet to a point on the Section line common to said fractional Section 24 and Section 13, said point being South 87°55'40" West 66.00 Feet from the Section corner common to said Sections 13 and 24 of Town 4 North, Range 16 East and Sections 18 and 19 of Town 4 North, Range 17 East;

Thence North 02°13'25" West 2679.80 Feet to the East-West 1/4 line of said Section 13;

Thence North 88°05'27" East 7.57 Feet along said East-West 1/4 line to a point being South 88°05'27" West 66.00 Feet from the East 1/4 corner of said Section 13, (Also being the West 1/4 corner of Section 18, Town 4 North, Range 17 East);

Thence North 02°07'37" West 1351.35 Feet to the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 13;

Thence South 88°01'31" West 8.25 Feet along said line;

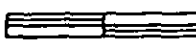
Thence North 02°07'37" West 1351.34 Feet to a point on the North line of said Section 13, (Also being the Centerline of Puttygut Road), said point being South 87°57'36" West 74.25 Feet from the Northeast corner of said Section 13;

Thence South 87°57'36" West 1276.76 Feet along the North line of said Section 13 (Also being the Centerline of Puttygut Road (66 Feet Wide));

Thence South 02°10'03" East 505.79 Feet;

Thence South 87°51'52" West 605.51 Feet;

Sheet 12 of 18

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, T. 4 N., R 16 E. China Township. Also part of Section 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.		
	SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY
		DATE OF SURVEY Sept. 1984	DRAWING NO. SE 1258-43

(Cont. Parcel No. 1)

Thence North 01°49'38" West 506.80 Feet to the North line of said Section 13;

Thence South 87°57'36" West 748.51 Feet along the North line of said Section 13 to the North ¼ corner of said Section 1;

Thence South 87°57'39" West 2649.68 Feet along the North line of said Section 13, (Also being the Centerline of Puttygut Road), to a point on the East right-of-way line of King Road, said point being North 87°57'39" East 50.00 Feet from the Northwest corner of said Section 13;

Thence South 02°29'43" East 2691.06 Feet along said East right-of-way line of King Road to a point on the East-West ¼ line of said Section 13, said point being North 88°05'06" 50.00 Feet from the West ¼ corner of said Section 13;

Thence South 01°56'31" East 2697.92 Feet along said East right-of-way line of King Road to a point on the South line of said Section 13, (Also being the North line of fractional Section 24);

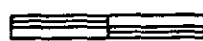
Thence South 87°51'14" West 50.00 along said Section line to the point of beginning.

Containing 866.913 acres of land.

Subject to any and all easements of record.

LOCATION
 PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, Town 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan.
 BELLE RIVER POWER PLANT

Detroit Edison SYSTEM ENGINEERING DEPT.

SCALE
 1 inch = 

DRAWN BY
 L. Harris

APPROVED BY

DATE OF SURVEY
 Sept. 1984

DRAWING NO.
 SE 1258-43

BELLE RIVER POWER PLANT

PARCEL NO. 2

DESCRIPTION

Part of the South $\frac{1}{2}$ of Section 18 and part of fractional Section 19, Town 4 North, Range 17 East, East China Township, and parts of the Southeast $\frac{1}{4}$ of Section 13 and fractional Section 24, Town 4 North, Range 16 East, China Township, St. Clair County, Michigan lying Easterly of the Port Huron and Detroit Railroad right-of-way.

Described as: Commencing at the West $\frac{1}{4}$ corner of said Section 18, (Also being the East $\frac{1}{4}$ corner of said Section 13);

Thence North $87^{\circ}49'06''$ East 2666.92 Feet along the East-West $\frac{1}{4}$ line of said Section 18 to the center of said Section 18;

Thence North $88^{\circ}13'58''$ East 1568.99 Feet continuing along the East-West $\frac{1}{4}$ line of said Section 18 to the Westerly right-of-way line of Highway (M-29);

Thence continuing along the Westerly right-of-way line of Highway (M-29) the following 10 (ten) Courses;

Thence South $11^{\circ}58'33''$ East 993.77 Feet;

Thence 324.84 Feet along a curve to the right having a Radius of 11,427.00 Feet, a Central Angle of $1^{\circ}37'44''$, and a Chord Bearing of South $11^{\circ}09'41''$ East 324.83 Feet;

Thence North $79^{\circ}39'45''$ East 6.00 Feet;

Thence 325.01 Feet along a curve to the right having a Radius of 11,433.00 Feet, a Central Angle of $1^{\circ}37'44''$, and a Chord Bearing of South $09^{\circ}31'58''$ East 324.99 Feet;

Thence South $08^{\circ}43'06''$ East 391.37 Feet;


Thence 460.05 Feet along a curve to the right having a Radius of 2232.00 Feet, a Central Angle of $11^{\circ}48'34''$, and a Chord Bearing of South $02^{\circ}47'30''$ East 459.23 Feet;

Thence South $36^{\circ}13'10''$ West 272.64 Feet;

Thence South $25^{\circ}35'29''$ East 224.80 Feet;

Thence 408.88 Feet along a curve to the right having a Radius of 2232.00 Feet, a Central Angle of $10^{\circ}29'46''$ and a Chord Bearing of South $19^{\circ}21'09''$ West 408.31 Feet;

Sheet 14 of 18

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, Town 4.N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.	
	SCALE 1 inch = 	DRAWN BY L. Harris
	DATE OF SURVEY Sept. 1984	DRAWING NO. SE 1258-43

(Cont. Parcel No. 2)

Thence South $24^{\circ}36'01''$ West 1388.86 Feet, being the last Course of this description along the Westerly right-of-way line of Highway (M-29);

Thence North $87^{\circ}13'59''$ West 1036.57 Feet;

Thence South $02^{\circ}25'23''$ East 249.38 Feet along the North-South $\frac{1}{4}$ line of said fractional Section 19 to the Southerly line of said fractional Section 19 (Also being the Northerly line of Private Claim 303);

Thence North $67^{\circ}05'12''$ West 2985.55 Feet along said Southerly line of fractional Section 19 to the Easterly right-of-way line of the Port Huron and Detroit Railroad;

Thence along said Easterly Railroad right-of-way line the following 4 (four) Courses;

Thence 621.77 Feet along a curve to the left having a Radius of 5762.58 Feet; a Central Angle of $6^{\circ}10'56''$, and a Chord Bearing of North $0^{\circ}51'49''$ East 621.47 Feet;

Thence North $02^{\circ}13'42''$ West 114.16 Feet to the Section corner common to Sections 18, 19, 24, and 13;


Thence North $02^{\circ}13'25''$ West 2679.61 Feet to the East-West $\frac{1}{4}$ line of said Section 13;

Thence North $88^{\circ}05'27''$ East 7.57 Feet along said East-West $\frac{1}{4}$ line to the point of beginning.

Containing 418.817 acres of land.

Subject to any and all easements of record.

Sheet 15 of 18

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, Town 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.	
	SCALE 1 inch = 	DRAWN BY L. Harris
	DATE OF SURVEY Sept. 1984	DRAWING NO. SE 1258-43

BELLE RIVER POWER PLANT

PARCEL NO. 3

DESCRIPTION

Part of fractional Section 19 and fractional Section 20, Town 4 North, Range 17 East, East China Township and lot numbers 5 and 6 of "Adelaide on St. Clair River" as recorded in Liber 24, page 6 of Plats and Part of "Hammonds's Grove Plat" as recorded in Liber 25 of Plats, Page 1, St. Clair County records, St. Clair County, Michigan including Riparian rights in and to the St. Clair River.

Described as: Commencing at the Northeast corner of said Section 19;
 Thence South $88^{\circ}23'11''$ West 680.07 Feet to a found iron being a point of intersection of the tangents of a curve along the Centerline of Highway (M-29) and also on the Centerline of Chamberlain Drive, said point also being North $86^{\circ}03'42''$ East 2028.29 Feet from the North $\frac{1}{4}$ corner of said Section 19;
 Thence South $08^{\circ}43'38''$ East 1238.43 Feet along the centerline of Chamberlain Drive;
 Thence South $88^{\circ}06'04''$ West 39.28 Feet to the point of beginning of this description;

Thence South $08^{\circ}43'38''$ East 308.00 Feet;

Thence South $28^{\circ}03'59''$ West 45.08 Feet;

Thence South $81^{\circ}16'22''$ West 50.00 Feet;

Thence South $08^{\circ}43'38''$ East 140.00 Feet;

Thence North $81^{\circ}16'22''$ East 50.00 Feet;

Thence South $08^{\circ}43'38''$ East 15.66 Feet;

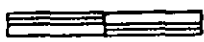

Thence South $87^{\circ}50'55''$ East 780.37 Feet partially along the Northerly line of Lot 5 of said "Adelaide on St. Clair River Subdivision" to the Westerly edge of water of the St. Clair River;

Thence continuing along the Westerly edge of water of the St. Clair River as now monumented by an existing steel sheet pile bulk head and existing screen house building for water intake purpose for said Belle River Power Plant the following nine (9) Courses;

Thence South $44^{\circ}09'46''$ East 57.46 Feet;

Thence 32.94 Feet along a curve to the right having a Radius of 45.00 Feet, a Central Angle of $41^{\circ}56'12''$, and a Chord Bearing of South $23^{\circ}11'40''$ East 32.31 Feet;

Sheet 16 of 18

LOCATION PROPERTY SURVEY: Part of Sec. 13 and fra. Sec. 24, T. 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E. Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison		SYSTEM ENGINEERING DEPT.
	SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY 
	DATE OF SURVEY Sept. 1984	DRAWING NO. SE 1258-43	

(Cont. Parcel No. 3)

Thence South $02^{\circ}13'34''$ East 65.10 Feet;

Thence North $67^{\circ}52'18''$ East 15.96 Feet;

Thence South $22^{\circ}09'02''$ East 229.76 Feet;

Thence South $67^{\circ}52'18''$ West 18.09 Feet;

Thence South $02^{\circ}15'41''$ East 70.82 Feet;

Thence South $58^{\circ}37'43''$ West 168.88 Feet;

Thence South $47^{\circ}50'30''$ West 16.00 Feet;

Thence South $80^{\circ}08'03''$ West 114.00 Feet along an existing chain link fence.

Thence continuing along said fence the following nine (9) Courses;

Thence North $10^{\circ}21'50''$ West 140.66 Feet;

Thence North $41^{\circ}18'45''$ West 39.88 Feet;

Thence North $64^{\circ}23'03''$ West 34.06 Feet;

Thence North $84^{\circ}50'48''$ west 31.63 Feet;

Thence South $80^{\circ}34'14''$ West 88.42 Feet;

Thence North $33^{\circ}04'27''$ West 56.57 Feet;

Thence South $86^{\circ}43'04''$ West 42.03 Feet;

Thence South $10^{\circ}44'12''$ West 60.47 Feet;

Thence South $80^{\circ}30'20''$ West 302.42 Feet;

Thence North $08^{\circ}43'38''$ West 203.52 Feet along the Westerly line of Chamberlain Drive extended (This portion of Chamberlain Drive abandoned August 23, 1977);

Thence North $87^{\circ}13'59''$ West 1057.36 Feet to the Easterly line of Highway M-29;

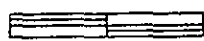
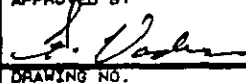
Thence North $24^{\circ}36'00''$ East 753.18 Feet along the Easterly line of said Highway M-29;

Thence North $88^{\circ}06'04''$ East 653.98 Feet to the point of beginning.

Containing 22.341 acres of land.

Subject to any and all easements of record.

Sheet 17 of 18

LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, T. 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison		SYSTEM ENGINEERING DEPT.
	SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY 
	DATE OF SURVEY Sept., 1984	DRAWING NO. SE 1258-43	

(Cont. Parcel No. 3)

The total combined acreage for Belle River Power Plant is:

Parcel No. 1	866.913 Acres
Parcel No. 2	418.817 Acres
Parcel No. 3	<u>22.341 Acres</u>
TOTAL	<u>1308.071 Acres</u>

Sheet 18 of 18


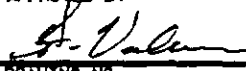
LOCATION PROPERTY SURVEY: Part of Section 13 and frac. Sec. 24, T. 4 N., R 16 E. China Township. Also part of Sec. 18 and frac. Sec. 19 & 20 T. 4 N., R. 17 E, Part of Private Claim 303, East China Township, St. Clair County, Michigan. BELLE RIVER POWER PLANT	Detroit Edison SYSTEM ENGINEERING DEPT.		
	SCALE 1 inch = 	DRAWN BY L. Harris	APPROVED BY 
		DATE OF SURVEY SEPT. 1984	DRAWING NO. SE 1258-43

EXHIBIT "B"

**CERTIFICATE AS TO PAYMENT OF ALL PERSONS
PERFORMING WORK ON THE CONSTRUCTION PROJECT
OF THE PREVAILING WAGE AND FRINGE BENEFIT RATES**

The undersigned, being one of the persons who will manage or be associated with the management of the Project for a period of not less than one (1) year from the date of approval of the Project Plan by the Corporation, does hereby represent, warrant and certify on behalf of the Applicant, as follows:

Applicant, The Detroit Edison Company, pays its employes, including those at the Belle River Power Plant, wages and fringe benefits that are at least equal to prevailing wage and fringe benefit rates for the same or similar work in the locality where the Belle River Power Plant is located.

This certificate is given on behalf of the Applicant in full recognition that the Corporation shall rely hereupon in connection with the Corporation's adoption of the Project Plan.

The Detroit Edison Company, Applicant

By 

Its Vice President and Treasurer

EXHIBIT "C"

1. Issuer: The Economic Development Corporation of the County of St. Clair.
2. Applicant (for the benefit of whom/which the bonds are issued): The Detroit Edison Company
3. Total principal amount of the bonds to be issued with respect to the Project: Not to exceed \$ 100 million. [Estimated principal amount of each series of bonds (if more than one series expected to be issued)]:

First Series: \$ 35,000,000.

Second Series: \$ 65,000,000.

Third Series: \$.]

4. Interest rate(s): (choose one)
not more than
- a. 10 % per annum.
- b. % of the prime rate of , adjusted .
- c. to be established at time of sale of the bonds; estimated to be between % and %.
- d. [other] _____

5. Maturity schedule:
Up to 32 years, with the possibility of optional redemption.

6. Purchase price of bonds (expressed as percentage of principal of amount of the bonds): 97 to 103 %.

7. Purchaser(s) or Underwriter: Morgan Stanley & Co. Incorporated

8. Method of Sale: (choose one)
- a. private placement _____.
- b. public offering X _____.

9. **Additional security:** [describe here any guaranty or letter of credit arrangement]


Applicant anticipates collateralizing its obligations with its General and Refunding Mortgage Bonds. Applicant may secure insurance for the principal and interest on the corporation's bonds.

10. **Additional bonds in an amount not to exceed \$ _____** may also be issued to finance additional costs of the Project (but only with respect to the Project described in this Project Plan) or the costs of improvements to the Project (but only to the extent that such improvements do not materially alter the scope and character of the facilities that constitute the Project or of which the Project is a part).

Applicant anticipates Bonds in the aggregate amount of \$100 million as specified in answer to 3 herein.

I certify that the foregoing Project Plan which was prepared by the undersigned with the assistance of counsel and my staff is complete, accurate and contains no misstatements of fact.

The Detroit Edison Company

By 
Its Vice President and Treasurer

Date June 16, 1992

DEFE7204670.1000000-00000

1992 EXTENSION OF CLAY TOWNSHIP WATER DISTRICT II-A

County of St. Clair
State of Michigan

Minutes of a regular meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in the County on the 24th day of June, 1992, at _____ o'clock _____.m., Eastern Daylight Savings Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Township of Clay (the "Local Unit") has presented to the County Department of Public Works (the "DPW") a request that the County through the DPW issue bonds in the approximate amount of \$370,000 payable from contractual payments to be made by the Local Unit 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 necessary water system improvements (the "Project") to service the Local Unit; and

WHEREAS, the DPW has reviewed said request and the financial and engineering aspects of the Project and has determined the same to be within the scope of the authority of the County and the DPW, to be feasible if undertaken through said County agencies but not financially desirable if 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 DPW be authorized to undertake initial steps toward the financing and construction of the Project, subject, however, to certain conditions;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby give its initial and tentative approval to the 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 between the Local Unit and the DPW acting for and on behalf of the County for the acquisition, construction, financing and operation of the Project.

2. The DPW shall contract for the necessary engineering services to draw plans for the Project and shall enter into negotiations with the Local Unit for the execution of a contract covering the acquisition, construction and financing of the Project by the DPW for and on behalf of the County, with the Project to be leased to the Local Unit for operation after construction.

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

As bond counsel: Miller, Canfield, Paddock and Stone
Detroit, Michigan

As engineers: Boldt, McLeod & Johnson, Inc.
Port Huron, Michigan

As financial
consultant: Stauder, Barch & Associates
Ann Arbor, Michigan

4. The Local Unit shall undertake to provide by contract for

the payment of all costs of retiring the necessary financing and shall further undertake to reimburse the DPW for all expenses incurred in connection with the Project, should the financing and construction of the Project not be completed for any reason whatsoever.

5. This Board hereby estimates the total cost of constructing the Project to be \$370,000, including all engineering fees, financing costs and contingencies, such estimate subject, however, to revision upon submission of final cost estimates or receipt of bids for the Project.

6. All agreements between the DPW and the Local Unit or other involved parties shall be subject to final approval and ratification by this Board.

7. The DPW is hereby authorized to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee from funds to be received from the Local Unit and to request an order providing an exception for the bonds from prior approval by the Department of Treasury.

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: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

County Clerk

DATED: June 24, 1992

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
COUNTY CORPORATION COUNSEL
301 County Building
Port Huron, Mi 48060

Frank Rusk
Audrey E. Pate
Shirley McRobley

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 June 24, 1992, 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

**RESOLUTION
TOWNSHIP OF CLAY
COUNTY OF ST. CLAIR, MICHIGAN**

FOR ASSISTANCE IN FINANCING

Minutes of a regular meeting of the Township Board of the Township of Clay, County of St. Clair, Michigan (the "Local Unit"), held in the Township Hall in said Local Unit on the 4th day of May, 1992, at 7:30 p.m., Eastern Daylight Time.

PRESENT: Board Members: Supervisor Manos; Clerk Malik; Treasurer Dluge; Trustees: Sharrow, Armstrong, Murphy, Miller.

ABSENT: None.

The following preamble and resolution were offered by Member Armstrong and supported by Member Murphy:

WHEREAS, this Local Unit has determined that it is necessary for the public health, safety and welfare of the Local Unit to construct water system improvements to service the Local Unit, such improvements to consist of extensions to the water system and all related appurtenances (the "Project"); and

WHEREAS, after extensive study it has been determined that it is not desirable for the Local Unit to finance the Project alone; and

WHEREAS, the County of St. Clair has established a Department of Public Works (the "DPW") under the terms of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), with authority to acquire and finance improvements such as the Project for public corporations within the County;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. It is hereby determined that is impractical and financially undesirable for the Local Unit to undertake the Project alone.

2. The Local Unit hereby requests the assistance of the DPW in the acquisition and financing of the Project under the terms of the Act, the Project to be operated, administered and maintained by said Local Unit after construction.

3. The Local Unit hereby recommends that the DPW employ the following consultants already working with the Local Unit in connection with the Project:

As bond counsel: Miller, Canfield, Paddock and Stone
Detroit, Michigan

As engineers: Boldt, McLeod & Johnson, Inc.
Port Huron, Michigan

As financial consultant: Stauder, Barch & Associates, Inc.
Ann Arbor, Michigan

4. The Local Unit and all agents and employees shall cooperated with the DPW to the end that there may be issued as promptly as possible County of St. Clair bonds in the approximate amount of \$370,000, which amount, together with other available funds will be sufficient to pay the presently estimated total cost of the Project. Said bonds shall be retired out of payments made by the Local Unit to the County of St. Clair through the DPW in amounts fully sufficient to meet all principal and interest requirements thereon. County full faith and credit as secondary security for the bonds is also requested.

...this hereby agrees to reimburse the County and the DPW for all expenses incurred in connection with the Project, should the financing and construction of the Project not be completed for any reason whatsoever.

6. The Local Unit hereby authorizes the DPW to notify the Michigan Department of Treasury of the County's intent to issue the bonds described herein, to pay the related fee from funds to be received from the Local Unit and to request an order providing an exception for the bonds from prior approval by the Department of Treasury. The Township Clerk or Supervisor are each hereby authorized to execute such applications as may be necessary for the aforementioned order.

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

AYES: Members: Sharrow, Armstrong, Dluge, Manos, Malik, Murphy, Miller.

NAYS: Members: None.

Resolution declared adopted by the Clay Township Board of Trustees on May 4, 1992.

Theresa S. Malik
THERESA S. MALIK
CLAY TOWNSHIP CLERK

CERTIFICATION

I, Theresa S. Malik, Clerk of Clay Township, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of the Township of Clay, County of St. Clair, Michigan, at a regular meeting held on May 4, 1992, 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.

Theresa S. Malik
THERESA S. MALIK
CLAY TOWNSHIP CLERK

vk

Resolution No. 92-04
Board of Public Works
County of St. Clair, Michigan

Minutes of a special meeting of the Board of Public Works of the County of St. Clair, Michigan (the "County"), held in said County on the 16th day of June, 1992, at ~~XXXX~~^{9:15} p.m., Eastern Daylight Savings Time.

PRESENT: Members Maurice Foley, Walter Street, Carl McCormick

ABSENT: Members 0

The following preamble and resolution were offered by Member Street and supported by Member McCormick:

WHEREAS, the Township of Clay (the "Local Unit") has presented to this Board a request that the County through its Department of Public Works (the "DPW") issue bonds in the approximate amount of \$370,000, payable from contractual payments to be made by the Local Unit to the County through the DPW, said bonds to finance costs of necessary water system improvements (the "Project") to service said Local Unit; and

WHEREAS, this Board 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 DPW and within the scope of the authority of the DPW; and

WHEREAS, this Board has further determined that the Project is not financially desirable if undertaken by said Local Unit alone but that the Project is necessary for the public health, safety and

welfare of the Local Unit and the inhabitants thereof; and

WHEREAS, this Board has further determined that the Project is conducive to the health, safety and welfare of the County in general;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby recommend to the Board of Commissioners of the County that said Board of Commissioners give its approval to the Project and authorize this Board to undertake the financing and construction of the Project, subject, however, to final approval of the Board of Commissioners upon submission to said Board of the documents evidencing agreement between the Local Unit and the DPW acting for and on behalf of the County for the acquisition, construction, financing and operation of the Project. This Board further recommends that the limited tax full faith and credit of the County be pledged as secondary security for the bonds, and that the County apply to the Michigan Department of Treasury for an order providing exception from prior approval for the bonds.

2. Upon approval of the County Board of Commissioners, the DPW shall contract for the necessary engineering services to draw plans for the Project and shall enter into negotiations with the Local Unit and other parties involved for the execution of contracts covering the acquisition, construction, financing and operation of the Project.

3. The Local Unit and the DPW recommend the employment of the following consultants already working with the Local Unit in connection with the Project:

As bond counsel: Miller, Canfield, Paddock and Stone
Detroit, Michigan

As engineers: Boldt, McLeod and Johnson, Inc.
Port Huron, Michigan

As financial consultant: Stauder, Barch & Associates
Ann Arbor, Michigan

4. This Board hereby estimates the total cost of constructing the Project to be \$370,000, including all engineering fees, financing costs and contingencies, such estimate subject, however, to revision upon submission of final cost estimates or receipt of bids for the Project.

5. All agreements between this Board and the Local Unit or other involved parties shall be subject to final approval and ratification by the Board of Commissioners of the County.

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

AYES: Members Foley, Street, McCormick

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.


Deputy Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan, at a special meeting held on June 16, 1992, 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.


Deputy Secretary

2. St. Clair County's base allocation shall be no less than the total funding received in F.Y. 1991-92. All new funds awarded to the Region shall be allocated to St. Clair County on a per capita basis.
3. The approximately \$106,000 set aside by the H.D.C. Board of Directors for residential treatment for St. Clair County residents be restored to St. Clair County's general county allocation to be distributed as St. Clair County determines.
4. That the Human Development Commission Board of Directors secure, from the State Center for Substance Abuse Services, the appropriate modification/exception/waiver from the F.Y. 1992-93 "Request for Proposal" process to accommodate St. Clair County's 1992-93 Funding Plan.

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners directs the Administrator/Controller's Office to forward this resolution to the Human Development Commission Board of Directors.

DATED: June 24, 1992

Reviewed and Approved by:

Robert J. Nickerson
 ROBERT J. NICKERSON
 County Corporation Counsel
 301 County Building
 Port Huron, MI 48060

Mary Ann Acciarrotti
W. M. W. Kinnings
Francis R. Kujawa
Audrey E. Kock
Patrick W. Owen
William J. Danneels
Frank M. Kujawa
Judith Kujawa

RESOLUTION 92-19

TERMINATION AND SUBSEQUENT RENEGOTIATION OF THE AGREEMENT FOR
ADMINISTRATION OF SUBSTANCE ABUSE SERVICES IN ST. CLAIR COUNTY

WHEREAS, the appointed St. Clair County representatives to the Thumb Region Substance Abuse Advisory Council have regularly reported to the St. Clair County Board of Commissioners their concerns with the currently established administrative agreement with the Human Development Commission, the designated Regional Substance Abuse Coordinating Agency; and,

WHEREAS, the St. Clair County Board of Commissioners has determined the need to notify the Human Development Commission (H.D.C.) of its intent to terminate the 'Agreement Between the H.D.C. and the St. Clair County Board of Commissioners for the Administration of Substance Abuse Services' of 2-13-86 as extended, in accordance with Section 14 of the Agreement; and,

WHEREAS, said notice of termination shall be made July 1, 1992 and become effective ninety (90) days later, September 28, 1992; and,

WHEREAS, the reasons for termination are as follows:

1. Communication between the H.D.C. Board of Directors and the Regional Advisory Council is inadequate.
2. Communication between the H.D.C. Board of Directors and the St. Clair County Board of Commissioners is inadequate. The County has not been regularly notified of issues of concern to the County coming before the H.D.C. Board of Directors.
3. St. Clair County does not have a seat on the H.D.C. Board of Directors. Within the present structure of the H.D.C. Board of Directors, it is not beneficial for St. Clair County to accept a seat.
4. The distance St. Clair County's Advisory Council Representatives must travel to attend meetings, is burdensome.

5. The H.D.C. Board of Directors took action to target Residential funding for F.Y. 1992-93 without discussion or recommendation from the Advisory Council. During the past two (2) years, other actions were taken without adequate input from the Advisory Council.

6. The H.D.C. Board of Directors appears to be setting Substance Abuse Service policies without adequate consideration of the Advisory Council's recommendations.

WHEREAS, the St. Clair County Board of Commissioners has determined the need to notify the Human Development Commission (H.D.C.) of its intent to immediately begin negotiations to develop a new agreement between H.D.C. and the County for the Administration of Substance Abuse Services in St. Clair County, with completion by 9-30-92; and,

WHEREAS, the new agreement shall ensure that the following provisions which define St. Clair County's role, responsibilities and its relationship with H.D.C. are guaranteed.

1. St. Clair County Board of Commissioners will establish a representative St. Clair County Advisory Council.

2. The Advisory Council will be responsible for:
- a. developing a comprehensive, coordinated plan for substance abuse prevention and treatment services in St. Clair County
 - b. recommend how all State Substance Abuse and County Liquor Tax Funds will be allocated within St. Clair County
 - c. review and recommend appropriate policies and programs.

3. The Advisory Council's recommendations will be forwarded to the St. Clair County Board of Commissioners.

4. The St. Clair County Board of Commissioners will forward its approved recommendations to H.D.C. for implementation.

5. Before any changes are made to the St. Clair County Board of Commissioners' approved recommendations, H.D.C. must meet with the Board of Commissioners to negotiate implementation.

6. All Advisory Council meetings will be conducted in St. Clair County.

7. The H.D.C. shall provide all normal and regular staff support to the St. Clair County contract programs, the St. Clair County Advisory Council, and the St. Clair County Board of Commissioners.

8. St. Clair County's base allocation shall be no less than the total funding received in F.Y. 1991-92. All new funds awarded to the Region shall be allocated to St. Clair County on a per capita basis.

WHEREAS, the St. Clair County Board of Commissioners will simultaneously notify the State Center for Substance Abuse Services (C.S.A.S.) of the County's intention to enter into negotiations with C.S.A.S. to establish another Coordinating Agency arrangement for St. Clair County; and,

WHEREAS, the St. Clair County Board of Commissioners designates the Administrator/Controller's Office - Human Services Coordinator - as staff to facilitate the negotiation of the new agreement with the involvement of the Board's Human Services Committee and the current Advisory Council Representatives; and,

WHEREAS, the St. Clair County Board of Commissioners will decide the F.Y. 1992-93 funding allocation for St. Clair County services based upon its own "request for proposal", and the recommendations of the Board's Human Services Committee and the current Advisory Council Representatives.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby notify the Human Development Commission of its intention to terminate, effective July 1, 1992, the 'Agreement Between the Human Development Commission and the St. Clair County Board of Commissioners for the Administration of Substance Abuse Services in St. Clair County'.

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners does hereby notify the Human Development Commission of its desire to begin immediately the negotiation of a new agreement for the administration of substance abuse services in St. Clair County.

AND BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners directs the Administrator/Controller's Office to forward this Resolution to the Human Development Commission Board of Directors.

DATED: June 24, 1992

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Audrey E. Pack
Frank Rayb
Nancy Neckelberg
Patricia W. Quinn
Mary Ann Acciaratti
Walter W. Pennington
Judith A. Keegan
William F. Dannel

Original 2-13-86
amended 10-5-87
extended w/ amendment
3-9-87

2-86

AGREEMENT BETWEEN
THE
HUMAN DEVELOPMENT COMMISSION
REPRESENTING
HURON, LAPEER, SANILAC, ST. CLAIR AND TUSCOLA COUNTIES
AND THE BOARDS' OF COMMISSIONERS'
OF SAID COUNTIES
FOR THE ADMINISTRATION OF SUBSTANCE ABUSE SERVICES

This agreement is entered into under authority granted by Act 368 of the Public Acts of 1978, between the Human Development Commission, hereafter called "HDC", and the County of St. Clair Board of Commissioners, hereafter called "County of St. Clair".

PURPOSE

This agreement shall take effect beginning February 1, 1986, in order to facilitate the management of public funds committed to substance abuse services in St. Clair. The agreement establishes guidelines and conditions by which the St. Clair Board of Commissioners designates the HDC Board of Directors as the Substance Abuse Coordinating Agency for the County of St. Clair.

OBJECTIVE

This agreement outlines conditions and procedures to be in effect as of February 1, 1986, to facilitate an agreement of administrative services for the provision of substance abuse treatment and prevention between HDC and the County of St. Clair.

This agreement shall be ongoing unless either party invokes an appeal process.

CONDITIONS

1. Designation of Coordination Agency

The Board of Director of HDC shall be designated by the Administrator of MDPH/OSAS as the substance abuse coordinating agency for the counties of Huron, Sanilac, Lapeer, Tuscola and St. Clair.

2. Office Name

The five-county coordinating agency shall be the Human Development Commission which will act as the substance abuse administrative office headquarters. Out-reach offices in all five (5) counties shall be maintained by the Coordinator's presence on an ongoing, alternating county schedule, one day, monthly.

determined per county by the Board, allocations shall be established by an Open Request For Proposal procedure based upon Program/Administrative performance, both actual and projected, i.e., (units of service conducted per FTE staff, direct service hours per number of clients served, types of programming implemented with existing monies and those projected with additional monies).

Set Aside Funding shall be allocated on the basis of Board approval for economic increases per program in each of the respective counties.

With the exception of the Additional HDC Commitment FY 86-87, any future equity allocations from the State shall be distributed accordingly to the entire five (5) county region, as it is approved by the Board and substantiated by official, formulative assessments for each county provided by various state information sources.

7. Local Support

Local support and fees for service income raised by St. Clair County substance abuse programs shall remain committed to the support of programming efforts in St. Clair County.

8. Compliance

Both HDC and the County of St. Clair agree to operate in accordance with PA 368 of 1978, the Administrative Rules for Substance Abuse Service Programs in Michigan (effective 9/10/81) and MDPH/OSAS standard policy and procedures related to contracting, administration, licensing, MIS and fiscal matters.

9. Liaison

ADMINISTRATOR'S OFFICE

The St. Clair County ~~Designee~~ shall act as liaison in handling any business or other matters arising from this agreement. ✓

10. HDC Functions

The County of St. Clair recognizes HDC as the Coordinating Agency and the Executive Director and Substance Abuse Coordinator as having the primary responsibilities for Coordinating Agency functions and responsibilities.

11. Subcontractor Appeal

A subcontractor appeal process will be included in HDC's Bylaws to process any appeal on the part of a substance abuse subcontractor from St. Clair County.

12. Meeting Notice

The HDC Board will comply with the Open Meetings Act and specifically notify all of the St. Clair County substance abuse programs, the St. Clair County representatives to the Sub-Board and Advisory Council, and the St. Clair County Liaison of its HDC Sub-Board meetings and the ~~Thrup Area Substance Abuse Advisory Council meetings by advance~~

Approved
Date

copy of said agenda ten (10) days prior to the meeting. Minutes of the HDC Sub-Board and the Thumb Area Advisory Council meetings shall be mailed upon approval at the subsequent meeting to the St. Clair County substance abuse programs upon request, and to the St. Clair County representatives to the Sub-Board and Advisory Council and St. Clair County Liaison with the agenda of the subsequent meeting for their review and approval.

13. Liability

HDC further agrees to indemnify, defend and hold harmless St. Clair County from any loss, damage or suit resulting or relating to, or alleged to result or relate to, any of such acts, omissions or malpractice of any of its officers, director, employees, agents, servants independent contractors. HDC agreement to indemnify, defend or hold harmless shall continue after termination of this agreement with respect to any loss or damage resulting from or relating, or alleged to result from or relate to acts or omissions occurring during the term of this agreement, even though later discovered.

St. Clair County further agrees to indemnify, defend and hold harmless HDC from any loss, damage or suit resulting or relating to, or alleged to result or relate to, any of such acts, omissions or malpractice of any of its officers, director, coordinator, employees, agents, servants or independent contractors. St. Clair County's agreement to indemnify, defend or hold harmless shall continue after termination of this agreement with respect to any loss or damage resulting from or relating to, or alleged to result from or related to acts or omissions occurring during the term of this agreement, even though later discovered.

14. Termination Through Board Appeals Process

This agreement may be terminated by either party by giving a ninety (90) days written notification to the other party stating reasons for termination and effective date.

15. Non-Discrimination

Both Parties shall adhere to all state, federal and local discrimination laws and regulations in regards to persons seeking services or employment under the terms of this agreement.

16. Amendments

This agreement may be amended only upon written agreement by both parties and subject to the laws and regulations pertaining to contractual agreements.

17. Agreement Validity

If any provision of this agreement is held invalid, the remainder of this agreement shall not be effected thereby.

18. County Appeals Process

If St. Clair County has serious disagreement with the Human Development Commission Substance Abuse Coordinating Agency on decisions regarding the conditions of this Administrative Agreement, the right to appeal such actions shall be granted according to the steps outlined below. All steps shall be followed in sequence and documented. Any decision not appealed to the next higher step within the provided time limits shall be deemed resolved on the basis of the last decision rendered.

STEP 1

In the event of a termination notification, a satisfactory resolution of any disagreement shall be sought through discussion and correspondence with the Human Development Commission Substance Abuse Coordinating Agency and the Designee of St. Clair County within thirty (30) calendar days of the termination notification.

STEP 2

In the event resolution does not take place in the above steps, written notification of the appeal shall be submitted to the Human Development Commission Sub-Board containing documentation by attachment or reference of the problems created by the appealed action; as such action will ultimately involve the entire five (5) county region with respect to Substance Abuse Services. The documentation must also cite other avenues of attempted resolution previously sought in the above steps. Notification of appeal to step ~~three~~ (2) must be received no later than seventy-five (75) calendar days from the date on which action subject to the termination was taken.

The appeal notification to the Sub-Board may also request a hearing before the Sub-Board to be scheduled by the Board Chairperson and the Designee of St. Clair County.

The Sub-Board shall respond with a decision within ninety (90) calendar days of an Appeal Hearing or within ninety (90) calendar days from the date on which action subject to the termination was taken if no hearing was requested.

The Sub-Board's response will detail its ruling and include a rationale for upholding or denying the appeal. If additional information is required by the Sub-Board to reach a final ruling, the Board shall inform the Designee of the appealing County of St. Clair within ninety (90) calendar days from the date on which action subject to the termination was taken exactly what additional information is needed. Such response by the Sub-Board shall include action taken to date, reasons for delay, and the anticipated date of a final ruling by the Sub-Board.

STEP 3

If resolution of said disagreement does not take place in the above steps, termination notification must be sent to the Office of Substance Abuse Services containing documentation of attempted steps of resolution for State determination results of said termination from the Human Development Commission Coordinating Agency.

19. Signatures

The persons signing on behalf of both parties certify by said signatures that they are authorized to sign this agreement on behalf of their respective governing board.

Max Graybill
Chairperson of St. Clair County
Board of Commissioners

MaryAnn Vandemul
Human Development Commission

2-13-86
Date

AMENDMENT TO 2-86 AGREEMENT
BETWEEN
HDC AND ST. CLAIR COUNTY

This amendment is effective 10-1-87 only to 3-31-88 unless agreement is reached to extend it beyond that time period, in writing, by both parties.

Revision to Section

3. Governing Board

The HDC Board of Directors.

6. Administrative Allocation Agreement

As of FY '87-88, the County of St. Clair shall be given a base guarantee of FY '87-88 funding levels and no less, throughout the duration of said agreement, with exception being restricted to statewide changes incurred upon the Coordinating Agency.

All New Treatment and New Prevention allocations to the region shall be considered for distribution on the basis of assessed need within the existing structure of OSAS allocation for the five (5) county region. Once the specific areas of need are determined per county by the Board, allocations shall be established by an Open Request For Proposal Procedure.

12. Meeting Notices

The HDC Board will comply with the Open Meetings Act and specifically notify all of the St. Clair County substance abuse programs, the St. Clair County representatives to the Advisory Council, and the St. Clair County Liaison of its HDC Board meetings and the Thumb Area Substance Abuse Advisory Council meeting by advancing a copy of said agenda ten (10) days prior to the meeting. Minutes of the HDC Board and the Thumb Area Advisory Council Meetings shall be mailed upon approval at the subsequent meeting to the St. Clair County substance abuse programs upon request, and to the St. Clair County representatives to the Board and Advisory Council and St. Clair County Liaison with the agenda of the subsequent meeting for their review and approval.

18. County Appeals Process

If St. Clair County has serious disagreement with the HDC Board of Directors, the Advisory Council or the Coordinating Agency, on decisions regarding the conditions of this Administrative Agreement or program funding matter, the right to appeal such actions shall be granted according to the steps outlined below. All steps shall be followed in sequence and documented. Any decision not appealed to the next higher step within the provided time limits shall be deemed resolved on the basis of the last decision rendered.

STEP 1

A satisfactory resolution of any disagreement shall be sought through discussion and correspondence with the Human Development Commission Substance Abuse Coordinating Agency and the Designee of St. Clair County (within 15 days).

J. Mark
Ben
me 10-7-87
OK DS
10-7-87

STEP 2

In the event resolution does not take place in the above step, the County may request a special hearing with the HDC Board to try to reach a mutual agreement. (within 30 days)

STEP 3

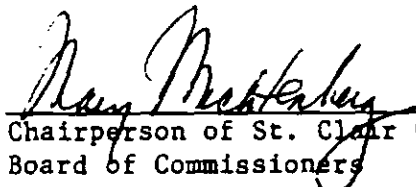
If the decision rendered is still disputed by the appealing party, this individual or agency shall present the problem to the Office of Substance Abuse Services (OSAS) for final and binding disposition. Hearing of the appeal will be conducted in accordance with the provision of administrative procedures act, Act 306 of the Public Acts of 1969.

NEW SECTION:

The St. Clair County Board of Commissioners shall appoint 3 representatives to serve on the HDC Substance Abuse Advisory Council.

19. Signatures

The persons signing on behalf of both parties certify by said signatures that they are authorized to sign this agreement on behalf of their respective governing board.


Chairperson of St. Clair County
Board of Commissioners


Human Development Commission

10-5-87

Date

RESOLUTION 92-18

AUTHORIZING SIGNATURE OF CHAIRPERSON
FOR EAST CHINA TOWNSHIP WATERWORKS SUBDIVISION

WHEREAS, the Charter Township of East China is in the process of plating property on the St. Clair River known as Waterworks Subdivision, and this property includes the township water treatment plant; and,

WHEREAS, in 1966, the Township issued bonds through the County to pay for the water treatment plant and consequently the County holds that property in escrow until those bonds are paid; and,

WHEREAS, the Township has expressed its intention that the plant will be maintained through 1996, the maturity date of the bonds; and,


WHEREAS, the requested documents and applicable statutes have been reviewed; and,

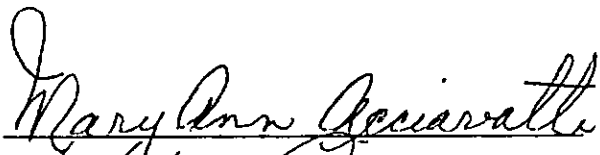
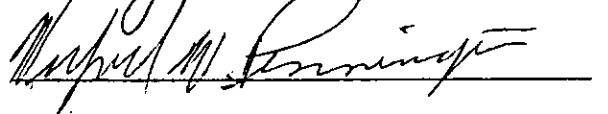
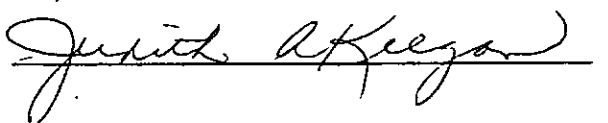
WHEREAS, the bond counsel has been consulted and there being no objection to the plat and its attendant restrictions.

NOW, THEREFORE, BE IT RESOLVED that the Chairperson is hereby authorized to execute the necessary documents of the Waterworks Subdivision as requested.

DATED: May 27, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-17

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
DISTRICT COURT EMPLOYEES - AFSCME

WHEREAS, the District Court Employees - AFSCME, is recognized by the Michigan Employment Relations Commission, St. Clair County, St. Clair County 72nd District Court, and the St. Clair County Board of Commissioners, as the exclusive representative of certain employees of the Court; and,


WHEREAS, the Court has delegated St. Clair County the authority and responsibility to bargain on matters of wages and working conditions; and,

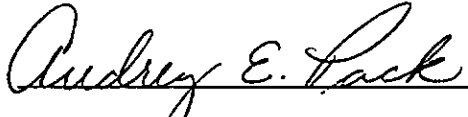
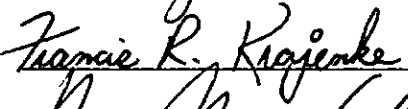
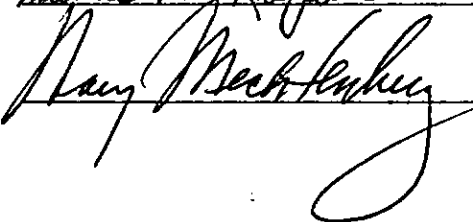
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1990 through June 30, 1994, is hereby approved and adopted.

Dated: May 27, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

TENTATIVE

A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS

72ND JUDICIAL DISTRICT COURT

AND

DISTRICT COURT EMPLOYEES

CHAPTER #1518

COUNCIL #25

AFSCME, AFL-CIO

JULY 1, 1990

THROUGH

JUNE 30, 1994

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AGREEMENT

This Agreement entered into on this July 1, 1990 between the 72nd Judicial District Court and the St. Clair County Board of Commissioners, the legislative body of said court (hereinafter referred to respectively as the "Court" or the "County") and the St. Clair County District Court Employees, Chapter of Local 1518, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

Note: The headings used in this 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 Court and County, the employees and the Union.

The parties recognize their responsibility to maintain the integrity and operation of the Court, and shall therefore strive to peaceably resolve all differences without inconvenience to the public.

ARTICLE 1 RECOGNITION

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, working conditions, and other conditions of employment for all employees in the unit described as follows: All employees of the 72nd Judicial District Court including Court Reporter(s), Deputy Clerk(s), and Bailiff(s), Clerk Typist(s) I and II, and Clerical Assistant, but excluding Judges, Court Administrator(s), Administrative Secretary(s), student programs as hereinafter defined, and any other supervisory or confidential employees.

Court Reporters represented by the Union shall be subject to all provisions of this Agreement equally with all employees, but shall be considered separate and distinct with regard to such matters as are specifically applicable and provided in this contract, except as otherwise provided by applicable laws.

Employees represented by the Union but receiving any part of their salaries and benefits made available through any Federally funded program, shall be subject to all provisions of this Agreement equally with all other employees, but shall be considered separate and distinct with regard to such matters as are specifically applicable and as provided in this contract, except as otherwise provided by applicable laws.

ARTICLE 2
MANAGEMENT RIGHTS

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 72nd Judicial District Court, except only as expressly abridged in this Agreement. The management of the 72nd Judicial District Court, the control of its properties, and the maintenance of order and efficiency is solely the prerogative and responsibility of the Court and/or County. Other rights and responsibilities not expressly abridged by this contract shall belong solely to the Court and County 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, classifications, 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 72nd District Court.
- b. Further, it is recognized that the responsibility and prerogatives of the Management of the 72nd Judicial District Court 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 qualifications 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 and County, subject only to the provisions of this Agreement.
- c. The Court and 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 Court and County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3
CONTRACTUAL WORK

SECTION 1

The County and the Court are interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the Court. Therefore, in making these determinations, the County and the Court intends always to keep the interest of the Court employees in mind.

SECTION 2

The right of contracting or subcontracting is vested with the County and the Court.

SECTION 3

In cases where contacting or subcontracting will affect bargaining unit employees, the County and the Court will meet with the Union at least thirty (30) days prior to letting any contract. At such meeting, the Union will be advised of the nature and scope of the work to be performed and the reasons to justify the County's contracting of work. Additionally, the County or the Court shall provide the Union with a list of the employees and classifications affected.

SECTION 4

Therefore, it is the County's and the Court's intention that any Court employee who desires to further a career in the public service shall not be denied the opportunity. When and where possible, the County or the Court shall train or retrain an employee and 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) calendar days after the effective date of this Agreement.

SECTION 2

Employees who are hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union, as long as they remain a non-member, for the duration of this Agreement, the month following the month in which they are employed.

ARTICLE 5
UNION DUES AND SERVICE FEE DEDUCTION

SECTION 1

Check Off:

- a. The County and the Court agree 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 this contract and may be revoked only by written notice given during the period thirty (30) calendar days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Court and County and to 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 Court and 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 and second pay check of each month.

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.

The amount deducted shall be paid to Michigan Council #25, A.F.S.C.M.E., AFL-CIO, in behalf of Local 1518.

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, A.F.S.C.M.E., 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 Court or the County 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.

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 fee 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 fee which may or may not have been deducted and paid to the Union.

ARTICLE 6 UNION REPRESENTATION

SECTION 1

The Chapter Chairperson of the Union or alternate 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 2

Employees covered by this Agreement shall be represented by a Bargaining Committee selected by the Union. The County and the Court agrees that up to two (2) members of the Union's Bargaining Committee, one of which will be the Chapter Chairperson, shall suffer no loss of pay or benefits when in actual attendance at a bargaining meeting during regularly scheduled hours of work. Meetings shall be mutually agreed in advance between the parties.

SECTION 3

The Union shall notify the County and the Court, in writing, of names and classifications of all chapter 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 County and the Courts. Changes in union representation shall be made, in writing, to the Court Administrator and the Personnel Officer of the County in prompt fashion.

ARTICLE 7
GRIEVANCE PROCEDURE

A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees on any issues with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

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 chairperson, shall first bring a matter of grievance to the attention of the Court Administrator within fifteen (15) working days of the alleged occurrence in order to attempt an informal settlement. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Personnel Officer for resolution.

STEP 1

- a. If the non-economic problem cannot be resolved informally, the facts constituting the grievance shall be set forth in writing with specific reference to the provision(s) of this Agreement involved, dated and signed by the Grievant(s) and served upon the Court Administrator, who shall within five (5) working days thereafter, meet and discuss the problem with the Chairperson, at a time between 8:00 a.m. and 4:00 p.m. on a working day.
- b. If the economic problem cannot be resolved informally, the facts constituting the grievance shall be set forth in writing with special reference to the provision(s) of this Agreement involved, dated and signed by the Grievant(s) and presented to the Personnel Officer. The Personnel Officer shall meet with the Grievant and Union Representative within five (5) working days to discuss the matter. A written opinion of the County's aforementioned two (2) representatives shall be provided within five (5) working days to the Union and the Grievant.

STEP 2

Non-Economic Grievances

- a. Grievance(s) shall be considered settled at Step 1 unless within five (5) working days after service of the Court Administrator's decision the Grievant(s) serve(s) upon the Court Administrator a written request for a hearing, before all Judges of the 72nd Judicial District Court. A copy of the written grievance shall be attached to such request.
- b. Within ten (10) working days of service of the request in (a) above, the Judges shall meet with the Grievant(s), the Chairperson and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance to this step may be present.

- c. The Judges shall serve their written majority opinion to the Grievant(s) within ten (10) days after the hearing.

Economic Grievance

- a. Grievance(s) shall be considered settled at Step 1, unless within five (5) days after service of the Personnel Officer, and the Court Administrator the Grievant(s) serve(s) upon the Personnel Officer a written request for a hearing. A copy of the written grievance shall be attached to such request.
- b. Within ten (10) days of service of the request in (a) above, the Personnel Officer, and Court Administrator will meet with the Grievant(s), the Chairperson and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- c. The Personnel Officer and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) days after the hearing.

STEP 3

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration provision, as the final step in the grievance procedure, represents a concession by the St. Clair County Board of Commissioners and the 72nd Judicial District Court, which is made on condition and subject to the effect of implementation of each and every one of the following safeguards:

- a. The grievance shall be considered settled at Step 2 unless written notice is delivered to the Personnel Officer within thirty (30) days after the completion of Step 2. A copy of the request for arbitration shall be provided to the Personnel Officer and Court Administrator. The parties shall be limited to requesting arbitration from the Michigan Employment Relations Commission, or the American Arbitration Association or as may be otherwise mutually agreed by the County, Court and Union.
- b. That the Union, on behalf of its members, and the Board of Commissioners and the District Court, on behalf of the supervisory personnel, 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 or the District Court fail to produce such supervisory personnel without good and sufficient reason as determined by the arbitrator, or in the event such supervisory personnel 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 and/or the District Court, which award shall be final and binding and not subject to review except as to issue of law. In the event an employee certified as eligible in the Bargaining Unit for membership

in the Union is not produced, without good and sufficient reason as determined by the arbitrator, 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 except as to issue of law; 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 employees.

- c. The parties hereto recognize the fact that under existing laws, some employees may not choose to become members of the Union. In this connection, the Union agrees to furnish the Personnel Officer and Court Administrator with a list of its membership 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. Such waiver shall be in consideration of the St. Clair County Board of Commissioners providing a compulsory arbitration provision. As a condition of continued employment with the County, a Bargaining Unit member shall appear as a witness in all arbitration hearings, upon request, and answer under oath, all questions which the arbitrator directs them to answer. It is further agreed that failure to appear, under request, shall constitute good and sufficient cause for summary discharge.
- d. 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.
- e. The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- f. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- g. 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 Court and County, except as specifically limited by express provisions of this Agreement.
- h. 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 Court and County.

ARTICLE 8
DISCHARGE AND SUSPENSION

SECTION 1

The Court or the County shall notify the Union in writing within two (2) working days of the discharge or suspension of a member and within fifteen (15) calendar days of the discipline of a member.

SECTION 2

Should the discharged, suspended or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of the Agreement may be followed by the employee.

SECTION 3

Upon imposing any discipline on a current charge, the court 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 their employment application which has not been formerly disclosed in writing to the Court or County.

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 Court, the Union, and the employee involved, provided the Court 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, 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 receive 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 or Court, whichever is greater, provided employment is continuous. Seniority shall apply only as set forth in this Agreement.

SECTION 2

Part time employees shall accrue seniority prorated on the basis of the number of hours worked within the bargaining unit as it relates to normal full time hours.

SECTION 3

Temporary employees shall accrue no seniority. A temporary employee shall be defined as an employee who is employed seasonally or in an emergency or who is employed to replace an employee on an approved leave of absence. Temporary employees, other than when replacing an employee on an approved leave of absence, shall be temporary for a period not to exceed ninety (90) working days. Temporary employees shall not be entitled to fringe benefits.

SECTION 4

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

SECTION 5

An employee whose working hours change to full time or part time shall be entitled to their previously accrued seniority and shall accrue seniority from that time consistent with their new status.

ARTICLE 11
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

- a. Resigns or otherwise 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 procedure.
- d. Retires.
- e. Fails to resume work at the end of an approved leave, unless authorized or excused in writing by the Court.

SECTION 5

All part time employee(s) shall be laid off before any full time employees regardless of seniority.

SECTION 6

When a layoff is determined to be necessary, temporary and probationary employees 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 superior seniority and has the necessary qualifications to displace a less senior employee in a different classification shall be granted a one (1) month trial period. The trial period will provide the Court 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

No employee shall be permitted to displace an employee in a higher paying classification salary range.

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 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 for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

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 is determined necessary by the Court and the County, the most senior laid off or displaced employee qualified to perform the function 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 alternate 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

The employee on layoff shall accrue no seniority. Upon recall, the employee's seniority shall be calculated accordingly and all provisions shall apply as determined by the adjusted seniority date.

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 two (2) years.

SECTION 6

A laid off or displaced employee who fails to accept an offer of work to which the employee is qualified shall forfeit further recall rights. The laid off employee shall be considered to have quit.

ARTICLE 15
STUDENT EMPLOYMENT

SECTION 1

For the purpose of this Agreement, student shall mean an employee who receives credit for graduation or for course completion from an accredited school or college for work performed with the Court, in conjunction with a bonafide co-op or intern program.

SECTION 2

Students as defined herein, shall not be eligible for Union membership.

SECTION 3

Students shall not displace or cause the layoff of any regular bargaining unit employee.

ARTICLE 16
TRANSFERS

SECTION 1

If an employee transfers to a position with the County or the Court not included in the bargaining unit and thereafter within six (6) months transfers back to a position within the bargaining unit, the employee shall retain all rights accrued for the purpose of any 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 affected employees refuse to transfer with the operation organizational component, and there are no other current vacancies to which they may transfer, they shall be deemed to have resigned.

ARTICLE 17
TEMPORARY ASSIGNMENTS

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee within or without the former's classification when the Court believes the circumstances warrant such. To be temporarily assigned the duties of a Court Reporter/Records, an employee must possess a valid state certificate.

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the Court Administrator.

SECTION 3

A temporarily assigned employee shall not be paid the rate consistent with the position for working ten (10) or fewer workdays except as Court Reporter/Recorder. Upon working the eleventh (11th) 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.

SECTION 2

The job notice shall be posted for five (5) consecutive working days (excluding Saturday, Sunday, and holidays).

SECTION 3

The Court shall be entitled to recruit and select non-Bargaining Unit members for the positions of Clerk Typist I and Court Reporter. All other positions shall be filled by promotion from within the Bargaining Unit, unless there are no qualified applicants in the bargaining unit.

SECTION 4

When a test is provided, all candidates shall be given the same test.

SECTION 5

In awarding a position, the Court will consider the applicant's qualifications, test score, and seniority. Qualifications shall mean education, experience, and skills and ability, as set forth in the job description. Where an applicant's qualifications and test scores are equal, seniority shall be the determining factor.

SECTION 6

Applicants awarded a job within the department shall have a twenty (20) working day trial period. Applicants awarded the job from another department shall have a ninety (90) working day trial period.

SECTION 7

During the trial period, employees who disqualify themselves or are disqualified by the Court, shall be returned to their former job. The County or the Court shall provide the Chapter Chairperson with the name(s) of the applicant(s) awarded a job.

SECTION 8

When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to their current compensation in the new classification.

SECTION 9

Employees of this Bargaining Unit may apply for positions in the other Bargaining Units and will be given preferential consideration for positions for which they may qualify.

SECTION 3

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 4

All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Court. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Court 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 of medical recovery.

SECTION 7

Request for an extension of a leave of absence shall be submitted in writing to the Court Administrator 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.

SECTION 9

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

SECTION 10

Leaves of absence with pay for any short term educational training which would benefit the Court may be authorized by the Court Administrator.

SECTION 11

Union employees elected to attend the International Convention, Council Convention, or educational conferences 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 agree. Such leaves shall be without pay.

SECTION 12

The Court 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

A full work day shall consist of seven and one half (7 1/2) hours.

SECTION 2

A full work week shall consist of thirty-seven and one half (37 1/2) hours.

SECTION 3

A part time employee shall be scheduled to work twenty-five (25) or fewer hours a week. The Court shall not employ more than four (4) part time Clerical Assistants. The number of full time employees, as of July 1, 1985 shall not be decreased as the result of employing part time employees.

SECTION 4

Any proposed change in the number of work hours in a day or week shall be reviewed jointly by the parties.

SECTION 5

Each employee working more than six (6) 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.

SECTION 6

Employees who work less than six (6) hours in a shift shall be entitled to one (1) fifteen (15) minute break to be scheduled at the midpoint of their shift.

SECTION 7

Each employee working six (6) or more hours shall be entitled to a one (1) hour lunch period as established by past practice and scheduled at the mutual convenience of the Court and the employee.

SECTION 8

The Judge(s) shall have the sole discretion for the scheduling of hours of work of the Court Reporter(s).

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 seven and one-half (7 1/2) hours.
- 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 thirty-seven and one-half (37 1/2) hours.
- c. The provisions of (1) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions (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 workday 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 (1) 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. Compensatory time shall be scheduled at the mutual convenience of the employee and the Employer.

ARTICLE 24
EQUALIZATION OF OVERTIME HOURS

The Court 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.

SECTION 2

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 3

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 4

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 with a regular pay check minus the normal authorized payroll deduction.

SECTION 5

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 6

In computing the amount of sick days to supplement Worker's Compensation, the County shall subtract from the employee's normal pay (as defined in Section 2) the total Worker's Compensation pay and divide it by the employee's daily gross (before taxes) pay. The sick day amount shall be rounded off to the nearest whole or half day.

ARTICLE 29

HOLIDAYS

SECTION 1

Holidays shall be those as prescribed by the State Supreme Court Administrator's Office as of January 30, 1981 or any subsequent directive from same. All full time employees shall be entitled to the following paid holidays based on the Court's regular workday:

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 in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Friday following Thanksgiving Day
December 24 (whenever Christmas Day falls on Tuesday, Wednesday,
Thursday or Friday)
Christmas Day
December 31 (whenever New Year's Day falls on Tuesday, Wednesday,
Thursday or Friday)

and such other holiday(s) as may be granted to this unit by the Court or the County, but only if same can be lawfully recognized by the Court or the County and approved by the State Supreme Court Administrator's Office.

SECTION 2

In the event a holiday falls on a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be considered as the holiday.

SECTION 3

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

SECTION 4

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 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.

ARTICLE 30 VACATIONS

SECTION 1

Each full time employee shall accrue vacation days according to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25+	25

SECTION 2

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

SECTION 3

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

SECTION 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 forty (40) days. In other words, an employee shall not be entitled to maintain an accrual of more than forty (40) days at any time.

SECTION 5

The employee, upon termination or retirement shall be paid for all earned vacation days, up to but not greater than forty (40) days, upon the next regular payday after termination or retirement; if possible but no later than on the following regular payday. In case of death, the beneficiary or the employee's estate shall be paid all vacation pay due.

SECTION 6

Paid holidays occurring during a paid vacation shall not be charged as vacation, but as holiday.

SECTION 7

The presiding Judge or designate shall approve all requests for vacation leave. Years of service shall be considered if there is a conflict in choice of vacation days, provided 30 days advance notice is given to the Court.

SECTION 8

Vacation credit shall not be earned during a leave of absence without pay.

SECTION 9

If an employee becomes ill and is under the care of a duly licensed physician during their vacation it will be rescheduled. However, the employee must provide a statement from the attending physician.

ARTICLE 31
HEALTH CARE AND DENTAL INSURANCE

SECTION 1

Each full time regular employee shall be eligible to participate in the following Blue Cross/Blue Shield MVF-1, comprehensive hospitalization plan with the following riders which shall include eligible dependents. The core plan follows:

Hospital Deductible \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2-1 - Medicare Complimentary Coverage
RP - Routine Pap Test
HC - Hospice Care
RM - Routine Mamogram
VST - Voluntary Sterilization
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Precertification
Case Management

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

- a. Employees hired on or after June 30, 1987 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- b. Employees hired prior to June 30, 1987 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after June 30, 1987 shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- c. Employees hired prior to June 30, 1987 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 June 30, 1987 shall be subject to the preceding subsection b.
- d. Employee premium cost shall be paid by way of payroll deduction.

The part time regular employee 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 option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

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 of 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 OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * 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 procedure to apply for and modify insurance benefits.

SECTION 8

An employee shall be entitled to modify their election during the plan year only in the event and consistent with a family status change. That election shall be implemented without undue delay but consistent with the established policy and in consideration of the date of notice provided the County.

ARTICLE 32
LIFE INSURANCE

SECTION 1

A full time employee shall be eligible for core life insurance in the amount of \$15,000. Effective upon the earliest date following ratification by the parties, the core amount shall be \$30,000.

SECTION 2

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the Employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the Employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

SECTION 3

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 4

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

ARTICLE 33
ACT OF GOD

SECTION 1

In the event of a natural or man-made disaster or emergency, the Chairman of the Board of Commissioners or the presiding Judge 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 and 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 are advised not to report to work for reason other than for discipline by the Court, those employee shall receive their full day's pay for that day.

ARTICLE 39
WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

It is recognized that the need to provide effective and dependable operations to the public is of paramount importance and that there should be no interruptions of such services.

SECTION 2

The Union, or any of its members or any employee shall not directly or indirectly cause, encourage, participate in or permit a strike, sit-down, stay-in, slow down or similar conduct which might interfere with or interrupt the operation of the Court.

SECTION 3

The Court shall have the right to discipline or discharge any employee violating Section 2, and the Union agrees not to oppose such action. It is understood, however, that an employee shall have recourse to the Grievance Procedure as to matters of fact in the alleged action of such employees.

SECTION 4

The Court will not lock out any employees during the term of this Agreement.

ARTICLE 40
UNIFORM COST REIMBURSEMENT

SECTION 1

Employees, required to wear a uniform, shall be provided a uniform allowance according to the following escalating scale based upon time in service in a classification in which a uniform is required:

<u>Time in Service</u>	<u>Allowance</u>
One year	\$500
Two years	\$200
Three or more years	\$500

SECTION 2

The uniform allowance shall be paid in four (4) equal installments for each calendar quarter 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 period with their regular allowance.

RESOLUTION 92-15

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
THE ASSOCIATION OF PROFESSIONAL EMPLOYEES
OF THE ST. CLAIR COUNTY PROSECUTING ATTORNEY

WHEREAS, the Association of Professional Employees of the St. Clair County Prosecuting Attorney is recognized by the Michigan Employment Relations Commission, St. Clair County, and the St. Clair County Prosecuting Attorney as the exclusive representative of certain employees of the County of St. Clair; and


WHEREAS, St. Clair County has authority and responsibility to bargain on matters of wages and working conditions; and,

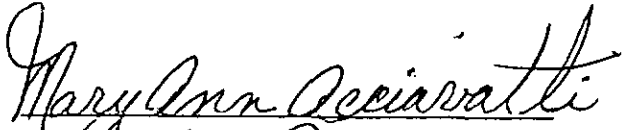

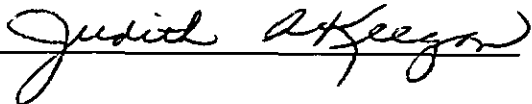
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A"), for the period July 1, 1991 through June 30, 1994, is hereby approved and adopted.

DATED: May 13, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

TENTATIVE AGREEMENT

BETWEEN THE

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

ST. CLAIR COUNTY PROSECUTING ATTORNEY

AND THE

ASSOCIATION OF PROFESSIONAL EMPLOYEES OF THE
ST. CLAIR COUNTY PROSECUTING ATTORNEY

JULY 1, 1991

THROUGH

JUNE 30, 1994

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AGREEMENT

This Agreement is entered into on July 1, 1991 between the St. Clair County Board of Commissioners and the Prosecuting Attorney of St. Clair County (hereinafter referred to as the "Co-Employers" and the Association of Professional Employees of the St. Clair County Prosecuting Attorney (hereinafter referred to as the "Association". The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 1 RECOGNITION

1.1: The Association is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment for all assistant prosecutors, investigators but excluding the Prosecuting Attorney, Chief Assistant Prosecuting Attorney, Chief of the Criminal Division and all other employees.

ARTICLE 2 ASSOCIATION REPRESENTATION

2.1: Employees covered by this Agreement shall be represented on all matters of application of this Agreement by two (2) association representatives.

2.2: Employees subject to the Agreement shall be represented by a Bargaining Committee selected by the membership comprised of no more than two (2) 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.

2.3: The representatives of the association shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, such as grievances, negotiations of changes of terms and conditions of employment and other matters within the purview of this Agreement during regularly scheduled hours of work.

2.4: The association shall notify the Prosecuting Attorney and the Personnel Officer, in writing, of names and classifications of all representatives of the association. Notice of changes in association representation shall be made in prompt fashion. Members of the unit who are not officially identified as association representatives shall not be recognized or permitted to represent the interest of other members of the association to the Co-Employers.

2.5: The representation of employees shall not unduly disrupt the Co-Employer's operation or ability to effectively render services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors of the need to meet and confer or to expedite association business. Supervisors shall not deny any reasonable request. The Co-Employers, including their supervisors, shall make every effort to accommodate the representatives of the association in their representation of Bargaining Unit members to promote harmonious relations.

ARTICLE 3
MANAGEMENT RIGHTS

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

3.2: 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 professional staff. This Agreement, based on the discretionary nature of the employees positions, 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 people 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 the 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. Newly hired or rehired employees are limited to placement between the start and seven (7) year merit step on the salary schedule. An employee may be skipped one (1) annual merit step once during the start to seven (7) year steps of the range and one (1) annual merit step once during the eight (8) to fifteen (15) year steps of the range. An employee may be provided a merit step increase prior to one (1) year from

their last merit step increase once during the start to seven (7) year placement in the range and once during the eight (8) to fifteen (15) year placement in the range. When a merit step is provided in advance of one (1) year, that date shall reference the annual date for subsequent annual merit step increases.

- 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.
- v. To approve time off and vacations, and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
- vi. To have sole discretion to approve pay rates within the budget established by the Board of Commissioners. Approved pay rates shall be deemed to be within the budget so long as the Prosecuting Attorney's budget appropriation for total personal services would not be exceeded by implementing the approved pay rates. Salary increases shall be based upon merit as determined in the sole discretion of the Prosecuting Attorney. The Prosecuting Attorney will endeavor to review performance and "merit" on a continuing basis, and to review the salary for each employee on an annual basis. In the event that a salary increase is not granted after any such salary review, the reason(s) for that decision by the Prosecuting Attorney should be expressed in confidence to the employee. Such employees shall have the right to invoke the grievance procedure as set forth in Article 4.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1: A grievance is any dispute, controversy or difference between an association member and the Co-Employers on any issue with respect to meaning, application or interpretation of any term or provision of this Agreement.

4.2: A grievance shall refer to the specific provision(s) of this Agreement alleged to have been violated.

4.3: A grievance that does not specifically apply to salary, or fringe benefit(s) shall be considered non-economic. A grievance that specifically applies to salary or fringe benefit(s) shall be considered economic. An economic grievance shall be referred to the Personnel Officer and/or the Controller for resolution within fifteen (15) calendar days of occurrence to be timely. An economic grievance may be appealed to binding arbitration if written notice is given to the Personnel Officer within thirty (30) calendar days of the County's grievance response. The Union shall have the option to select arbitration through the Michigan Employment Relations

Commission or the American Arbitration Association or as otherwise mutually agreed by the parties. The fee 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. 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 4.1 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. A grievance relating to pay rates or changes thereto which are within the discretion of the Prosecuting Attorney as stated in Article 3 (vi) shall be addressed by the procedure for non-economic grievances as stated below in section 4.4 and shall not be subject to binding arbitration.

4.4: A non-economic grievance shall first be brought to the attention of the Chief Assistant Prosecuting Attorney within a reasonable time. 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 effect a resolution of the grievance at this stage.

A grievance which is not resolved at the first stage shall then be expressed to the Prosecuting Attorney. It shall not be in writing and shall be communicated in confidence with full opportunity to be heard and to 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 stage of the grievance procedure, as well as the response to it, if any, from the grievant. The Prosecuting Attorney shall independently determine the resolution of the grievance de novo.

In the event the grievance is not resolved at the second stage, 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 reasons underlying the disposition shall be communicated in writing to the employees, if requested by them.

ARTICLE 5 SENIORITY

5.1: 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.

5.2: 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.

5.3: The Co-Employers will keep the seniority list up to date at all times and will make it available to the Association upon request.

ARTICLE 6
LOSS OF SENIORITY

6.1: An employee shall lose seniority for the following reasons:

- A. Quits.
- B. Is discharged and the discharge is not reversed.
- C. Retires.
- D. Is absent for two (2) consecutive working days without notification unless the employee can prove extenuating circumstances that prohibited notification of the Prosecuting Attorney.
- E. Does not return from an approved leave of absence.
- F. Death.

ARTICLE 7
ORIENTATION

7.1: New employees hired in the Unit shall be subject to a six (6) month orientation period. When an employee completes the orientation, they shall be entered on the seniority list of the unit and shall rank for seniority from their initial date of hire.

7.2: The association shall represent employees during orientation for the purpose of collective bargaining in respect to rates of pay, wages, 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.

ARTICLE 8
DISCHARGE AND SUSPENSION

8.1: 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.

8.2: Salary continuation:

- A. In the event the Prosecuting Attorney discharges an employee covered by this Agreement, the discharged employee shall receive salary continuation as follows:
 - i. After the employee's second (2nd) anniversary of employment, and prior to the employee's third (3rd) anniversary, two-thirds (2/3) of two (2) months gross pay of that employee.

- ii. After the employee's third (3rd) anniversary of employment, and prior to the employee's fourth (4th) anniversary, two-thirds (2/3) of three (3) months gross pay of that employee.
 - iii. After the employee's fourth (4th) anniversary of employment, and thereafter, two-thirds (2/3) of four (4) months gross pay of that employee.
 - iv. All Association members who were members on 30 June 1991 shall be deemed to have passed their fourth (4th) anniversary of employment for purposes of this Article, regardless of their actual time in service.
- B. In the event the successor to the St. Clair County Prosecutor in office as of the date of the signing of this Agreement discharges an Assistant Prosecuting Attorney or Investigator hired after June 30, 1991 but prior to the implementation date of the contract, the discharged employee shall receive salary continuation equal to two-thirds (2/3) of four (4) months gross pay of that employee, regardless of the employee's actual time in service.
- C. Any sums payable under this Article shall be paid in full within three (3) weeks of the date of discharge.

ARTICLE 9
LAYOFF & RECALL

9.1: 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.

9.2: When a layoff is determined to be necessary by the Co-Employer, the Association shall be notified promptly. The Association may request to meet with the Co-Employer prior to implementing a layoff. The Co-Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

9.3: 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 a factor in the decision but shall not be controlling or binding on the Prosecuting Attorney.

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

9.5: 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 two (2) years. The right to be recalled is not absolute but rather is within the discretion of the Prosecuting Attorney. 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 10
RATES FOR NEW JOBS

10.1: The Co-Employer shall notify the Association of a newly proposed classification and rate structure not less than thirty (30) calendar days prior to the time the classification becomes effective.

10.2: The Association 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 will be considered resolved.

10.3: The Co-Employer shall not make an appointment to the proposed classification for a period of thirty (30) calendar days from the date of the Association's request.

ARTICLE 11
VETERANS

11.1: The re-employment rights of employees will be in accordance with all applicable laws and regulations.

11.2: 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 12
LEAVES OF ABSENCE

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

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

All leaves granted shall be 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 Prosecuting Attorney may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Prosecuting Attorney, provided the fees of whom shall be paid by the County.

12.2: 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.

12.3: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Prosecuting Attorney. In all cases of illness extending beyond (7) calendar days, the employee shall provide, upon request by the Prosecuting

Attorney and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Prosecuting Attorney may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

12.4: In no case shall employees be granted a leave of absence greater than their accrued seniority.

12.5: 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.

12.6: 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.

12.7: 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.

12.8: 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.

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

ARTICLE 13 WORKING HOURS

13.1: 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 for the purposes of computing salary.

13.2: The working hours will generally, but not strictly, coincide with the hours of other County employees working in the County Building. Employees covered by this agreement shall be available to police agencies for telephone inquiries, search and arrest warrant preparations, weekend arraignments and on site crime scene assistance in accordance with a weekly "on call" duty roster to be prepared and maintained by the Prosecuting Attorney, or a member of his supervisory staff as designated by him.

Employees required to be "on call" shall be compensated for each week of such duty by the award of one compensatory day and one hundred twenty-five dollars (\$125.00).

13.3: A log of compensatory time awarded and used shall be maintained by the Prosecuting Attorney, or a member of his supervisory staff as designated.

13.4: Compensatory time shall be taken when all other responsibilities have been fulfilled and may be taken in small amounts upon short notice. Compensatory time requires the prior approval of the Chief of the Criminal Division or upon his unavailability, the Chief Assistant Prosecutor or the Prosecuting Attorney.

ARTICLE 14
PROFESSIONAL LIABILITY

14.1: Members of the association shall be protected against suit or damage brought against them while in the performance of their duties on behalf of the Prosecuting Attorney and the County.

14.2: Protection shall mean the County shall have responsibility and obligation for costs associated with representation and damages.

ARTICLE 15
SICK DAYS AND DISABILITY

15.1: Full time 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. An employee on an approved leave, with or without pay, shall be subject to Article 12 - Leave of Absence.

15.2: Full time employees shall be entitled to accrue sick days to a maximum of forty (40) days, but only thirty (30) days shall be subject to compensation upon employment termination consistent with 15.13.

15.3: 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 or child.

15.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

15.5: The Prosecuting Attorney may require the employee to provide a physician's statement evidencing disability or serious or critical illness in order to utilize sick days. When absence is for two (2) or more days proof of an employee's illness may be required if an employee exhibits questionable attendance or if an employee's illness raises the question of fitness to perform normal duties.

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

15.7: 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, social security and/or worker's compensation.

15.8: 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.

15.9: 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.

15.10: 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.

15.11: The employee shall be eligible to supplement disability compensation with vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary.

15.12: Employees covered by this Agreement shall be eligible to elect optional, extended disability coverage as provided for in Article 21, subsection 21.6.

15.13: Sick days in excess of the maximum accrual of forty (40) sick days shall automatically convert to vacation days on the basis of two (2) sick days to one (1) vacation day. Be it provided the conversion shall not be transacted if an employee has attained the maximum vacation accrual.

15.14: 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 or more	50%

ARTICLE 16
BEREAVEMENT LEAVE

16.1: Members of the Bargaining Unit may be allowed up to five (5) working days with pay as bereavement leave days, to be deducted from accrued sick days, for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Parents, Step-Sibling, Brother, Sister, Wife or Husband, Parent of minor age Son or Daughter, Son or Daughter, Step-Children, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren.

ARTICLE 20
HOLIDAYS

20.1: Full time employees shall be entitled for the following paid Holidays as patterned after the Michigan Supreme Court:

New Year's Day
Martin Luther King's Birthday (Third Monday of January)
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (whenever Christmas Day falls on Tuesday,
Wednesday, Thursday or Friday)
Christmas Day
New Year's Eve (whenever New Years Day falls on Tuesday,
Wednesday, Thursday or Friday)

and such other Holidays as may be established by action of the Board of Commissioners. In the event the Supreme Court modifies its schedules, the above schedule shall be modified accordingly.

20.2: 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.

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

20.4: The Co-Employer 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 Prosecuting Attorney 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.

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

ARTICLE 21
HEALTH AND DENTAL CARE AND LIFE AND DISABILITY INSURANCE

21.1: Each full time employee shall be eligible to participate in the health care plans offered by the Employer. The titles of the following Riders are established by Blue Cross/Blue Shield of Michigan and are included herein to reference specific benefit programs. The titles do not limit or restrict the employees right to disagree as to amount of payment or reimbursement and to properly appeal should any disagreement arise. The core plan follows:

ML - Laboratory and X-Ray Expense Benefits
MVF-1 Comprehensive Hospitalization
Hospital Deductible \$150 - Employee/\$250 - Family
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Precertification
Casemanagement

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

- a. Employees hired on or after September 1, 1986 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- b. Employees hired prior to September 1, 1986 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- c. Employees hired prior to September 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 the date of implementation shall be subject to the preceding subsection B.
- d. Effective upon the earliest implementation each participating employee shall contribute \$10.00 a month as a premium co-pay through payroll deduction the first two (2) pay periods of each month.
- e. Employee premium cost shall be paid by way of payroll deduction.

21.2: 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 option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

21.3: The County shall implement at its earliest opportunity the following core dental plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * 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.

21.4: Full time regular employees shall be eligible for the core life insurance OF \$40,000 or any of the other options as follows:

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

21.5: The County shall implement at its earliest opportunity the following option 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.

21.6: In order to acquire and maintain any of the benefits provided by Article 21, 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.

21.7: 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.

21.8: On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 22
ACT OF GOD

22.1: In the event of a natural or man-made disaster or emergency, the Chairman of the Board of Commissioners or the Chairman's designees, the County Administrator or Controller, may declare the same and authorize the pay of those employees unable to report to work. An employee who reports to work shall receive compensatory time or straight pay for the work performed.

22.2: In the event any member of the Bargaining Unit is sent home from work or advised not to report to work for reason other than discipline by the Co-Employer, such employee shall receive a full day's pay for that day.

ARTICLE 23
MILEAGE ALLOWANCE

23.1: Employees who use their personal vehicles on business of the Co-Employer shall be reimbursed at the maximum allowable I.R. S. rate.

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 County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five percent (5%) of their total wages as a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

24.3: 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.

24.4: A retiring employee 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 sixty-nine and six-tenths percent (69.6%).

24.5: 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.

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 13
WORKING HOURS

The County of St. Clair, the St. Clair County Prosecuting Attorney and the Association of Professional Employees of the St. Clair County Prosecuting Attorney agree to compensate employees required to be on the "on call" status commencing May 22, 1989 through July 5, 1992. Each employee shall be compensated with two hundred and fifty dollars (\$250) for each week of required "on call" status.

FOR THE ASSOCIATION

FOR THE COUNTY

Chairman, Board of Commissioners

Prosecuting Attorney

County Clerk/Register

Date _____

Date _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 24
RETIREMENT

The County of St. Clair and the Association of Professional Employees of the St. Clair County Prosecuting Attorney hereby establish and agree that individual bargaining unit members who are members upon the date of this Agreement, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article 24 - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable.

Employees who become subject to representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE ASSOCIATION

FOR THE COUNTY

Chairman, Board of Commissioners

Prosecuting Attorney

County Clerk/Register

Date _____

Date _____

RESOLUTION 92-14

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
SHERIFF DEPARTMENT CORRECTIONS SUPERVISORS-COAM

WHEREAS, the Sheriff Department Corrections Supervisors-COAM - is recognized by the Michigan Employment Relations Commission, St. Clair County, and the St. Clair County Sheriff as the exclusive representative of certain employees of the County of St. Clair; and,

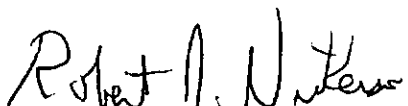
WHEREAS, St. Clair County has authority and responsibility to bargain on matters of wages and working conditions; and,


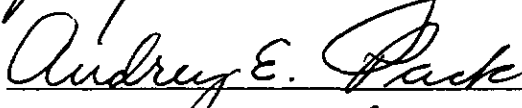
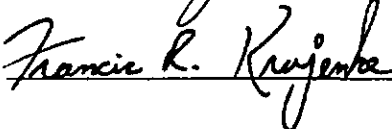
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period September 1, 1991 through August 31, 1994, is hereby approved and adopted.

DATED: May 13, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

AGREEMENT

Between

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

and

ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective September 1, 1991 through August 31, 1994

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ARTICLE I
AGREEMENT

1.1: This Agreement made and entered into for the period September 1, 1991 through August 30, 1994 between the Board of Commissioners of the County of St. Clair, State of Michigan, and the Sheriff of St. Clair County hereinafter referred to as the "Employer", and the St. Clair County Sheriff's Department Corrections Supervisors Command Officers Association of Michigan (C.O.A.M.), hereinafter referred to as the "Union".

1.2: In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

ARTICLE II
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 Union, which will serve to the best interests of all concerned.

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

ARTICLE III
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all Corrections Sergeants and Corrections Corporals of the St. Clair County Sheriff Department.

3.2: A temporary employee shall be defined as an employee assigned for a predetermined period of time not to exceed six (6) months or for the length of a leave of absence of a regular employee, whichever is greater. The temporary employee shall be subject to the terms and provisions of this Collective Bargaining Agreement.

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

ARTICLE IV
MANAGEMENT RIGHTS

4.1: 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 decide the number of employees, 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 qualification; 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 V
CONTRACT SERVICES

5.1: The Sheriff and the County may determine it necessary to provide its services to other communities on a contractual basis or to take advantage of available grants or funding sources. Funding obtained by any of these means shall be defined as a contract service.

5.2: The Sheriff and County shall have exclusive responsibility and authority to determine the providing of contract services.

5.3: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement. At the Union's request, full terms and conditions of the renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.4: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the Layoff and Recall provisions of this Agreement.

ARTICLE VI
AGENCY SHOP

6.1: 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 Union and pay the monthly union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

6.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Personnel Office, the Employer will deduct Union dues or representation fees each from the first two (2) pay periods of each month as per such authorization and shall remit to the C.O.A.M. any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.4: If the bargaining unit member fails to comply, the C.O.A.M. shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period:

6.5: "The C.O.A.M. 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 C.O.A.M. certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing, and administration of this Agreement.)

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

6.7: 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. It is further agreed that neither any employee nor the Union 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 deducted from the employees' pay. In no case shall the County be responsible to pay to the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employee.

ARTICLE VII
UNION REPRESENTATION

7.1: The Union 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 Sheriff and Personnel Officer of the County upon their selection and/or subsequent change.

7.2: 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 Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: 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 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.

7.4: The local Union President shall work a steady day shift.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Step 1

- A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) calendar days of the alleged grievance, take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a Union representative present at this step.
- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.

8.2: 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 office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the Union, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

8.3: Step 3

- A. Grievances shall be considered settled at Step 2 unless delivered to the Personnel Office within seven (7) calendar days after completion of Step 2. The Personnel Officer shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.
- 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 Representative(s) 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 Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their Union representative(s) theretofore designated as grievance representatives and such other Union representative it wishes to have present.
- D. The grievance representative of the Employer shall deliver the decision of the Employer to the Union in writing within ten (10) work days excluding holidays and weekends 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 parties.
- F. 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.
- G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3.

- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

8.4: Step 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration 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 Personnel Officer and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the American Arbitration Association, or Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. The fee 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 Step 1 (A) 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.
- E. 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 except as provided in Article XVI - Career Change and Advancement, Section 16.6.
- F. 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 County and Sheriff, except as specifically limited by express provisions of this Agreement.
- G. 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 IX
SENIORITY

9.1: New employees hired or current employees promoted into the unit shall be required to serve an orientation period of one hundred and eighty (180) calendar days from the actual date of assuming the position. After completion of the orientation period, the employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment of the new employee or return to the former classification of the promoted employee.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriffs Department.
- C. Bargaining Unit Seniority - The most recent date of full time continuous employment within the bargaining unit.
- D. Classification Seniority - The most recent date of full time continuous employment within the classification.

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

ARTICLE X
LOSS OF SENIORITY

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

- A. Is discharged and the discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. 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.

7

this procedure:

- a. Temporary employees in the affected classifications shall be laid off first.

8

33.12: The employee shall be eligible to supplement disability compensation with vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary.

33.13: 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.

33.14: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article XX - Leave of Absence.

33.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

33.16: 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 or more	50%

33.17: Employees subject to another sick day policy other than that which is provided herein shall upon entry into this unit be compensated for sick day accruals as follows:

- A. The employee shall retain accrued sick days to a maximum of thirty (30) days.
- B. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

ARTICLE XXXIV
VACATIONS

34.1: All full time employees shall be entitled to vacation according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25+	25

34.2: 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 department.

34.3: An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

34.4: An employee shall not be entitled to maintain more than thirty (30) days of vacation credit not including credit gained from holidays. If the Employer is unable to grant vacation for whatever reason the thirty (30) day limitation shall not apply.

34.5: Vacation selection shall be made before the start of each year on the basis of seniority. The member with the most seniority will be allowed to choose first, then the next most senior, and etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-one (21) consecutive days.

34.6: Request for vacation time not selected before the start of each year on a seniority basis shall be granted to members on a first come first serve basis.

ARTICLE XXXV
HOLIDAYS

35.1: All full time employees are entitled to the following holidays with pay:

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday of January)
President's Day (Third Monday of February)
Good Friday Afternoon (Last half of the shift)
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)
State & General Election Day (Tuesday following the first Monday
of November each even year)
Christmas Eve (December 24 the last half of the shift)
Christmas Day (December 25)
New Year's Eve (December 31, the last half of the shift)

35.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply.

35.3: Employees not required to work a holiday even though it may fall on a normally scheduled workday shall receive straight time holiday pay.

35.4: Employees on a scheduled day off shall receive vacation time credited to them.

35.5: Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

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

ARTICLE XXXVI
EDUCATIONAL REIMBURSEMENT

36.1: 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.

36.2: 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.

36.3: Department head 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 Department Head 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 36.4: below. Department Head 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 absence of written approval.

36.4: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of twice the value of the sick day to the course cost. In other words, the employee shall have deducted from their 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.

36.5: The County shall determine whether books, manuals and supplies reimbursed by the County shall become the property of the County.

36.6: An employee shall have at least one year of full time service with the County to be eligible for consideration.

36.7: 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 or wage grade based upon completion of the course or attainment of a degree or certification.

36.8: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the County. Nor shall the employee be entitled to utilize the resources of the County 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 XXXVII
SALARY SCHEDULE

September 1, 1991 (4 1/2%)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$34,106	35,469	36,889	38,318	39,800	41,352
Corporal	\$31,628	32,783	33,980	35,184	36,432	37,764

September 1, 1992 (5%)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$35,811	37,242	38,733	40,234	41,790	43,420
Corporal	\$33,209	34,422	35,679	36,943	38,254	39,652

September 1, 1993 (4%)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$37,243	38,732	40,281	41,843	43,462	45,157
Corporal	\$34,537	35,799	37,106	38,421	39,784	41,238

ARTICLE XXXVIII
TERM OF AGREEMENT

38.1: This Agreement shall be in effect and become operative on September 1, 1991 and shall continue in operation and effect through August 31, 1994. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to August 31, 1994 give notice in writing to the Employer or to the Union 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 August 31, 1994 subject to termination or modification, thereafter by either party upon ten (10) calendar days written notice.

38.2: 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 _____, 1992.

COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

THE COUNTY OF ST. CLAIR

Patrick Spidell
Business Agent

Chairman,
Board of Commissioners

County Clerk

William Worden, President

Dan Lane
Sheriff

Wayne Schwarz, Vice President

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXVI
RETIREMENT

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Corrections Supervisors - COAM, hereby establish and agree that individual COAM bargaining unit members who are members upon the date of this Agreement, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article XXVI - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable.

Employees who become subject to COAM representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

Employees hired prior to the ratification of this Letter of Understanding shall be entitled to health care if permanently and totally disabled from employment and eligible for a disability pension. Employees hired after the date shall only be eligible for health care if they have twenty (20) years of service with the County.

FOR THE EMPLOYER

FOR THE COAM

DATE: _____

DATE: _____

**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 publish 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 13, 1992

Audrey E. Pock
Ray McLaughlin
Francis R. Kravitz

Robert Nickerson
ROBERT NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Michigan 48060

2 tires and wheels, 14", P205/70R14, Kelly
1 tire and wheel, P235/705R15, Goodrich
1 bag assorted chrome lug nuts
7 assorted gun cases
1 pair air insulated boots
1 box assorted tools
1 box assorted lighting Vitalite Lighting System
1 rubber raft with oars
1 gray suitcase
1 green suitcase
1 blue chest cooler
1 box assorted auto hood emblems
1 Mamiya 35MM Camera
9 overhead emergency light covers
9 color tv antennas
1 humidifier, McGraw Edison
1 4 drawer steel file cabinet
2 paper organizers
3 rug remnants
1 plywood cabinet

60 lbs copper wire

1 Wind Surf Sale and Equipment

SCCAUCTION/j1
4/24/92

ST. CLAIR COUNTY SHERIFF DEPARTMENT AUCTION INVENTORY LIST

BICYCLES

20 inch girls, pink
26 inch girls 10 speed Magna, red
20 inch girls Romper, red
26 inch girls 10 speed Schwinn, red
26 inch girls Schwinn, blue
20 inch boys Huffy, chrome
20 inch boys Huffy, black
20 inch boys Sears, black
20 inch boys 5 speed Apollo, black
20 inch boys Challenger, black
20 inch girls Columbian, white
20 inch girls Tuffy, white
20 inch boys, Murray, blue
20 inch boys Free Spirit, black
20 inch girls 10 speed Huffy, blue
26 inch boys 3 speed Huffy, red
26 boys 10 speed Huffy, red
27 inch boys 10 speed Ross, black
26 inch girls Columbian, red
20 inch boys Huffy, yellow
27 inch girls unknown, blue
26 inch boys unknown, silver
26 inch boys unknown, blue
26 inch girls Monterey, maroon
26 inch girls 5 speed Vista, brown
20 inch boys Hedstrom, blue
27 inch girls 10 speed Free Spirit, yellow
26 inch girls 3 speed J.C. Penney, yellow
26 inch girls 3 speed Ross Eurotour, purple
20 inch girls Schwinn, yellow
20 inch boys Redline, gray
20 inch boys Huffy, white
20 inch boys (frame only) Huffy, white

Bucket seat, Ford, blue Velour
120-V Industrial Duty Shop Vac, 10-gal
Gas can, 5 gal, red
Gas can, 5 gal, red
Gas can, 5 gal, red
Gas can, 5 gal, plastic
Gas can, 2 and 1/4 gal, red
Gas Weed Wacker, Lesco
Auto bench seat, blue plastic
2 rolls aluminum wire
Speakers and black cabinet
Oak axe handle
Large bolt cutters, red
Glass sunroof, auto, tinted
Fireplace tools, brass
Sanyo Video Cassette Recorder
LXI Stereo System
Labtec Micro Speaker System
Tachometer
AM-FM Sears Alarm Clock Radio
Nintendo Gun
Panasonic AM/FM Dual Tape Cassette
Emerson Microwave
Texas Instrument Peripheral Expansion System
2 Volvo Penta Exhaust Manifolds
Set (2) Sansui Coaxial 3-Way Speakers
1 Pace Auto Stereo Cassette
1 ARA Auto Stereo Cassette
1 Realistic Auto Stereo Cassette
1 auto radio power booster
1 Craig Auto Stereo Cassette
1 Realistic 3-inch TV
1 oil pressure and amp gauges
1 Panasonic Microcassette Recorder
1 Sentrek Auto Equalizer
1 Kraco Auto Equalizer
1 auto horn
1 set (2) welding gauges
1 decoration wall clock
1 ceramic lamp
1 ceramic lamp
1 19-inch GE Color TV
17 assorted cassette tapes
1 Regency 4 Channel Scanner
1 card table top
1 Christmas electric snowman
1 Christmas electric santa



OFFICE OF SHERIFF

County of St. Clair, Michigan

204 BARD STREET, PORT HURON, MICHIGAN 48060 / (313) 987-1700

DAN LANE
Sheriff

BRUCE LINDKE
Undersheriff

St. Clair County Board of Commissioners
County Building
Port Huron, Michigan 48060

April 28, 1992

Dear Commissioners,

The date for the Sheriff's Auction will be Saturday, June 13, 1992. As stated in the Resolution, the date will be published at least five (5) days prior to the auction.

I have loaned to the St. Clair County Juvenile Center ten (10) of the bicycles that were originally scheduled to be auctioned. When they no longer have a use for these bicycles they will be returned to my care and sold at the next auction.

Sincerely,

Dan Lane
Sheriff

A Government of Service



REQUESTING WITHHOLDING OF LANDS
AND APPOINTING AGENT FOR
SPECIFIC PERFORMANCE

WHEREAS, title to certain lands in St. Clair County reverted to the State of Michigan on the 5th Day of May, 1992, through provisions of a Circuit Court decree which ordered said lands sold for taxes at the Office of the St. Clair County Treasurer at the 1992 Tax Sale, and,

WHEREAS, said lands are now under the jurisdiction of the Department of Natural Resources and may be included in the list of lands which said Department will schedule to be offered at public auction under the provisions of Section 132 of Michigan Compiled Laws 221, as amended, and,

WHEREAS, Section 131c and 131e of M.C.L. 211, as amended, provide that any municipality may, before the first Tuesday of November 1992, withhold from said sale any lands within its boundaries for the benefit of former owners, and,

WHEREAS, it is deemed advantageous to have all information related to the redemption of lands under provisions of said Section 131c and 131e available at one office and payment of said taxes arranged at that office.

NOW, THEREFORE, BE IT RESOLVED:

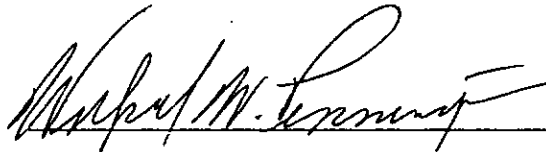
1. That all lands in St. Clair County which reverted to the State on May 5, 1992, and upon which application is made to pay taxes before the first Tuesday of November, pursuant to the provisions of Section 131c and 131e of M.C.L. 211, as amended, to be withheld from said sale as provided in this Section, and,


2. That the St. Clair County Treasurer be hereby authorized to act as representative and agent of the Board of Commissioners of St. Clair County to officially advise the Department of Natural Resources of the legal description of land upon which application has been made to pay tax prior to the first Tuesday in November (under the provisions of Sections 131c and 131e), and request that said lands be withheld from sale in accordance with provisions of this Resolution.

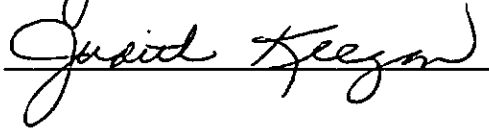
3. That all resolutions and parts of resolutions insofar as the same conflict with the provisions of this Resolution be, and the same are rescinded.


DATED: May 13, 1992

Reviewed and Approved by:









ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

PROPOSITION _____

TAX MILLAGE RENEWAL PROPOSITION FOR
DRUG INVESTIGATION AND PROSECUTION TASK FORCE

For the purpose of providing funds for the continuation of a Drug Task Force, comprised of personnel and equipment for the St. Clair County Sheriff's Department and Office of the Prosecuting Attorney, whose primary function will be the investigation and prosecution of individuals involved in the distribution of illegal controlled substances and related offenses, shall the limitation of the total amount of taxes which may be assessed against all property in the County of St. Clair, State of Michigan, be increased, as provided by Article IX, Section 6 of the 1963 Constitution of Michigan, by not more than three tenths of one mill (0.0003) of the assessed valuation, as equalized, of all property in the County for each of the years 1992, 1993, 1994 and 1995 inclusive?


2) Said election shall be held and conducted and the results of said election shall be canvassed in accordance with the provisions of the State law pertaining to the submission of such questions to the electors entitled to vote thereon and that the County Clerk of St. Clair County and the County Treasurer of St. Clair County shall do and perform all acts required by law for the calling and effecting of such election, and that the said Clerk shall within five (5) days of said election file with the County Treasurer for St. Clair County a certified copy of the official declaration of the results of said election.


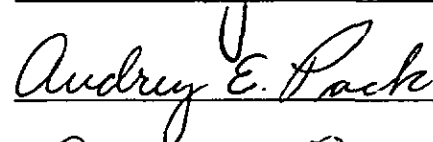
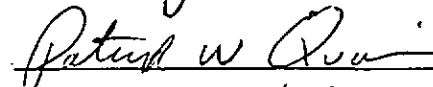
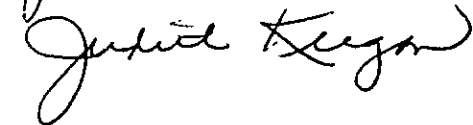
3) The St. Clair County Board of Commissioners will establish a proposed budget prior to the election to serve as a base for the distribution of the additional levy in order to provide the specifics for the purpose of the ballot (with the understanding that future, unforeseen problems may require some budgetary readjustment between the public safety areas).

Adopted at a regular meeting of the Board of Commissioners
of the County of St. Clair, on the 22 day of April 1992.

DATED: April 22, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060








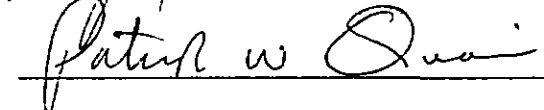
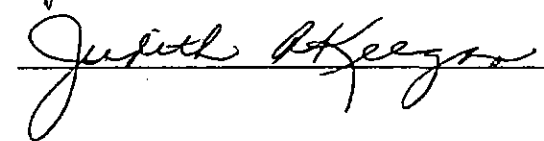
NOW, THEREFORE, BE IT RESOLVED THAT:

1. The assessment rolls as presented are hereby approved in the assessed and equalized amounts shown on Exhibit "A".
2. The amounts specified in Exhibit "A" shall be certified by the Chairperson and Clerk of this Board, and that copies be delivered to the respective officials of each township and city 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 hereby are rescinded.

DATED: April 22, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

ADOPTING THE TENTATIVE ENHANCED 9-1-1- EMERGENCY
TELEPHONE SERVICE DISTRICT PLAN
FOR ST. CLAIR COUNTY

WHEREAS, the Emergency Telephone Service Enabling Act (Act Number 32, Public Acts of 1986, as amended) has been enacted by the Michigan State Legislature to provide for the establishment of universal emergency telephone districts to install, operate and maintain 9-1-1 systems in Michigan, and,

WHEREAS, in April of 1991, the St. Clair County Board of Commissioners appointed a 9-1-1 Planning Committee to collect information, determine services to be provided and to draft a Tentative Emergency Telephone Service District Plan for St. Clair County; which was submitted to the St. Clair County Board of Commissioners on March 3, 1992.

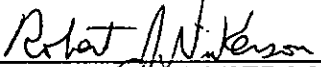
NOW, THEREFORE, BE IT RESOLVED: That the St. Clair County Board of Commissioners adopts the "Tentative Enhanced 9-1-1 Emergency Telephone Service Plan for St. Clair County", consistent with the Emergency Telephone Service Enabling Act, as amended.

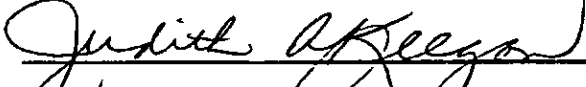

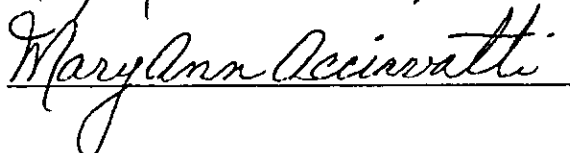
BE IT FURTHER RESOLVED: That consistent with the Public Act, a public hearing date be set by this Board of Commissioners at a date, time and place to be determined. This public hearing shall be at least 90 days from the date of this resolution and that the appropriate notices be posted a minimum of 30 days in advance of the public hearing.

BE IT FURTHER RESOLVED: That funding for this project will be provided under the terms of Public Act 196 of 1991; using the 4% provision of the Act.

DATED: March 25, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060



OFFICE OF SHERIFF

County of St. Clair, Michigan

204 BARD STREET, PORT HURON, MICHIGAN 48060 / (313) 987-1700

DAN LANE
Sheriff

BRUCE LINDKE
Undersheriff

March 5, 1992

Chairman William W. Danneels
St. Clair County Board of Commissioners
St. Clair County Building
201 Mc Morran Boulevard
Port Huron, Michigan 48060

SUBJECT: 9-1-1 Planning Committee Final Report
Tentative Emergency Telephone Service Plan

Chairman Danneels:

Enclosed with this letter is the final report of the Planning Committee's as directed in the committee's charge. Also part of this information is the unanimous resolution offered by committee for support of the Plan and recommending its approval by the Board of Commissioners.

I would request this be placed on the March 25, 1992 meeting agenda and recommend the Board approve the Tentative Plan so the Public Comment period required under Public Act 32 can begin. Once this is done the plan can be sent to all units of government for their review and comment as well as referral to appropriate Board Committee for their review.

If there are any questions regarding this, I will be more than happy to discuss them with you or any member of the Board. I look forward to speaking to the Board on this matter on the 25th.

Respectfully submitted,

Robert C. Carrier
Director of Communications
9-1-1 Project Coordinator

cc: 9-1-1 Planning Committee
file

A Government of Service



**ST. CLAIR COUNTY 9-1-1 PLANNING COMMITTEE
R E S O L U T I O N**

WHEREAS, On March 20, 1991 a Public Official's Information Workshop on Enhanced 9-1-1 Emergency Telephone Service was held in St. Clair County.

WHEREAS, As a result of this workshop and realizing the great benefit of 9-1-1 Emergency Telephone Service to the residents of St. Clair County, the St. Clair County Board of Commissioners did appoint a 9-1-1 Planning Committee in April of 1991.

WHEREAS, It was the charge of the 9-1-1 Planning Committee to collect information, determine the services to be provided and to draft a Tentative Emergency Telephone Service District Plan for St. Clair County.

WHEREAS, Upon completion of this charge, the committee shall forward to the St. Clair County Board of Commissioners its final report in the form of a Tentative Plan for the Board's review and action.

WHEREAS, The 9-1-1 Planning Committee has completed its work, developed and drafted a Tentative 9-1-1 Plan to provide the most up to date Enhanced 9-1-1 Emergency Telephone Service for the residents of St. Clair County.

WHEREAS, On March 3, 1992, the 9-1-1 Planning Committee met and offered unanimous support for the Tentative 9-1-1 Emergency Telephone Service Plan, as drafted.

NOW, THEREFORE, BE IT RESOLVED, that the Tentative Emergency Telephone Service Plan shall be forwarded to the St. Clair County Board of Commissioners with support from the members of the 9-1-1 Planning Committee and its unanimous recommendation for adoption and implementation as a vital and necessary Public Safety Service for the citizens of St. Clair County.

RESOLVED THIS 3RD DAY OF MARCH, 1992.

Chief William J. Corbett
Julie Boulier
Sheriff Dan Lane
Robert C. Currier
F/Lt. Harry B. Hall
Chief Carl Trombley, Sr.
Chief Roger Bundy
Kenneth A. Cummings
Sandra A. Taradoina
Michael Sutherland

Judson Gilbert II
Lisa Faulkner
Patrick Cogley
William Brandon
Richard Hobson
Donald B. Coats
Ethel Hewitt
Commissioner Frank Krajenke
Lawrence Whipple

ST. CLAIR COUNTY REVENUE PROJECTIONS USING PUBLIC ACT 196

HIGHEST SINGLE LINE RESIDENTIAL RATE: \$12.19

ACCESS FACILITY COUNT	4% REVENUE	16% REVENUE	20% REVENUE
MICHIGAN BELL TELEPHONE	44,600	260,378.40	1,301,882.00
GENERAL TELEPHONE	5,791	33,884.30	169,421.50
TOTAL ANNUAL PROJECTED REVENUE:	\$284,262.70	\$1,177,050.80	\$1,471,313.50

MONTHLY COST PER USER: \$0.49 \$1.95 \$2.44

ANNUAL COST PER USER: \$5.85 \$23.40 \$29.26

ANNUAL COST INCL NETWORK CHG: \$14.25 \$31.80 \$37.66

(Illustration for first Five Years of Plan)

ANNUAL COST INCL NETWORK CHG: \$8.85 \$26.40 \$32.26

(Illustration for Plan after Five Years)

NOTES: Revenue projections are for all of St. Clair County. Distribution would be made to the Primary PSAP's after purchase of Capital Equipment. Distribution would be based on number of access facilities in each jurisdiction (PSAP area).

These projections are annual and show the extremes allowed under PA 196 of 1991.

PA 196 of 1991 has a sunset date of January 1, 1996.

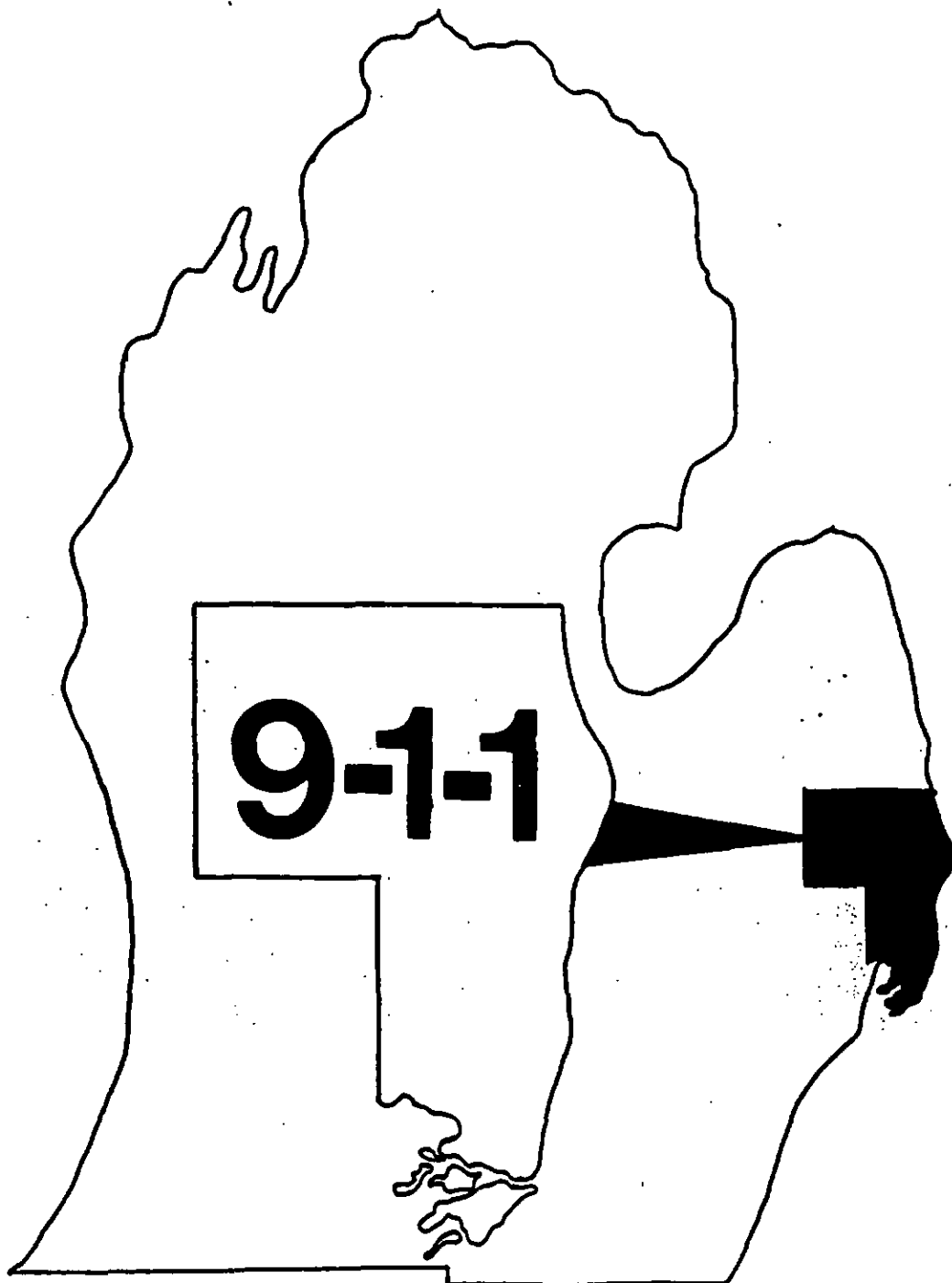
4% at Board of Commissioner's approval.

16% at Board of Commissioner's approval and by vote of public. This can be up to 16% additional above the base 4% figure.

20% shows the combined revenues.

An administrative fee will be charged by service providers, under PA 196.

TENTATIVE
EMERGENCY TELEPHONE SERVICE PLAN
ST. CLAIR COUNTY, MICHIGAN





E N H A N C E D 9-1-1
E M E R G E N C Y T E L E P H O N E S Y S T E M
T E N T A T I V E

ST. CLAIR COUNTY
EMERGENCY TELEPHONE SERVICE DISTRICT PLAN

Developed and Drafted By:
St. Clair County 9-1-1 Planning Committee
March 3, 1992

Adopted by Resolution of the
St. Clair County Board of Commissioners
on the _____th day of _____, 1992

9-1-1 SERVICE PLAN FOR ST. CLAIR COUNTY, MICHIGAN

Public Act 32 of 1986, as amended by Public Act 36 of 1989, and Public Act 196 of 1991 provides for the St. Clair County Board of Commissioners to create an emergency telephone district within the county by adopting a "9-1-1 Service Plan". A "9-1-1 Service Plan" means a plan for implementing a 9-1-1 system in a specified service district and which addresses these system considerations:

1. Technical considerations of the service supplier including equipment for facilities that would be used in providing emergency telephone service.
2. Operational considerations including the designation of Public Safety Answering Points (PSAP's) and the manner in which 9-1-1 calls will be processed, the dispatch functions performed and information systems utilized.
3. Managerial considerations including the organization and agreements necessary to control technical, fiscal and operational aspects of the emergency telephone service.
4. Fiscal considerations including projected recurring and non-recurring costs with a financial plan for implementing the system.

I. TECHNICAL CONSIDERATIONS

- A. The 9-1-1 system for St. Clair County will include the following service features:
 1. Selective Routing (SR)
 2. Automatic Number Identification (ANI)
 3. Automatic Location Identification (ALI)
- B. The St. Clair County 9-1-1 Emergency Telephone Service District shall include all areas within the County which are served by the following telephone wire centers:

MICHIGAN BELL TELEPHONE

Port Huron, North
Port Huron, Main
Marysville
St. Clair
Marine City
Algonac
Harsens Island

GENERAL TELEPHONE

Smiths Creek
Avoca
Capac
Emmett
Goodells

- C. Areas within St. Clair County served by the following telephone wire centers shall remain a part of adjoining county's 9-1-1 service district:

1. Michigan Bell Telephone

- a. Armada.....Macomb County
- b. New Baltimore...Macomb County
- c. New Haven.....Macomb County

2. General Telephone

- a. Almont.....Macomb County
- b. Brown City.....Sanilac County
- c. Jeddo.....Sanilac County
- d. Memphis.....Macomb County
- e. Richmond.....Macomb County
- f. Yale.....Sanilac County

D. Michigan Bell Telephone will coordinate technical considerations including design, installation and maintenance of the St. Clair County Enhanced 9-1-1 Emergency Telephone Network, including interface with General Telephone, and in accordance with all Michigan Public Service Commission tariff rates, rules and regulation, and Public Act 32 of 1986, as amended.

II. OPERATIONAL CONSIDERATIONS

- A. Each "public agency" in St. Clair County which decides to participate in the St. Clair County 9-1-1 Service Plan shall designate a public safety answering point (PSAP) and the manner in which calls will be processed.
- B. The following "Public Safety Agencies" shall serve as a Primary Public Safety Answering Point.
 - 1. St. Clair County Sheriff Dispatch Center
 - 2. City of Port Huron Communications Center
 - 3. Clay Township/Algonac Dispatch Center
- C. The following "Public Safety Agencies" shall serve as an Alternate PSAP. The sole purpose of this Alternate PSAP is to serve as an emergency backup to Primary PSAP's.
 - 1. St. Clair County MEDCOM
 - 2. Others to be determined
- D. Public Safety Agencies located within adjoining counties may desire to become PSAP's for portions of telephone wire centers included in the St. Clair County 9-1-1 Emergency Telephone District that overlap into adjacent counties.

1. These public safety agencies may become a PSAP or a Secondary PSAP by filing a notice of intent to operate as such with the St. Clair County Clerk's office pursuant to Public Act 32, as amended.
 2. Non-recurring and recurring costs associated with these PSAP's or Secondary PSAP's will be funded by Public Act 32, as amended, to the extent permitted by law. All telephone company customers within the affected exchanges will pay the surcharges as a result of the plan.
 3. These PSAP's may have "voice-only" as opposed to a "fully-featured" PSAP with 9-1-1 display equipment.
- E. A "public agency" may designate another "public agency" as it's PSAP only upon mutual agreement. The public safety agency acting as the PSAP must accept the responsibility for either dispatching the appropriate emergency service resources in the area, or transferring 9-1-1 calls received to a public safety agency that is responsible for dispatching such resources. All mutual agreements must be in writing and copy of the agreement filed with the respective PSAP.

III. MANAGERIAL CONSIDERATIONS

- A. A public safety agency which decides to operate a PSAP is responsible for the management of the following:
1. Dispatch Center operations
 2. Personnel required
 3. Equipment required
 4. Level of service and training
- B. The County, through the St. Clair County Sheriff's Department, will be responsible and consistent with Public Act 32 of 1986, as amended by Public Act 36 of 1989 and Public Act 196 of 1991, to assure appropriate, timely implementation and maintenance of the county-wide E 9-1-1 system established by the St. Clair County Service Plan. Such activities may include, but are not necessarily limited to:
1. System-wide planning
 2. Coordination of implementation
 3. Providing resource information
 4. Liaison between entities involved
 5. Payment of approved system charges

- C. All public agencies included within this Enhanced 9-1-1 Service Plan acknowledge the rates, rules and regulations of the Michigan Public Service Commission's 9-1-1 tariff now in effect, or hereafter established, govern provision of 9-1-1 service by Michigan Bell and General Telephone.

IV. FISCAL CONSIDERATIONS

A. Estimated Network Costs

PA 32 of 1986, as amended by PA 36 of 1989 and PA 196 of 1991, permits non-recurring start-up costs and annual recurring costs to be paid by telephone subscribers, up to an established cap.

The maximum rate that can be charged is based upon a 4% cap for recurring charges and a 5% cap on non-recurring charges of the highest residential service rate in the service district.

The highest residential rate in St. Clair County at this time is \$12.19 per month, with an approximate breakdown of \$.40 to \$.45 per month for non-recurring charges and \$.20 to \$.25 per month for recurring charges. This develops a total maximum charge of \$.60 to \$.70 per subscriber, per month.

Accordingly, Public Act 32 of 1986, as amended, if 9-1-1 service supplier charges exceed the monthly caps which are established by the act, the service supplier will bill the remaining costs to St. Clair County.

B. PSAP Operational Costs

Public Act 196 of 1991 allows charges for non-network technical equipment and other costs directly related to the operation of a PSAP to be included on the telephone service user's monthly statement. A charge up to 4% of the highest monthly flat rate for 1 party service can be authorized by the Board of Commissioners. An additional 16% can be authorized by a vote of the general public.

Equipment required at a fully-featured Enhanced 9-1-1 primary PSAP under this 9-1-1 service plan includes:

1. ANI and ALI displays
2. ANI master and auxiliary controllers
3. Other associated equipment

ANI and ALI display show automatic number identification and automatic location information at the PSAP. The displays may be purchased or leased from any approved vendors.

C. Secondary PSAP Equipment Cost

1. Secondary PSAP's may have "voice-only" equipment which means they would not incur the costs listed above for ANI or ALI display equipment.
2. Secondary PSAP's that desire fully featured enhanced 9-1-1 equipment would have to consider the cost of ANI and ALI equipment described in item B, above.

D. Fiscal Policy

1. Any public safety agency or private safety entity which operates a PSAP under this plan is responsible for the following fiscal matters.
 - a. Procurement, installation, maintenance and the replacement of PSAP equipment in accordance with the County plan.
 - b. Payment for any additional PSAP equipment and/or program features as determined by the agency.
2. Portions of PSAP operational costs are to be covered by exercising provisions of Public Act 196 of 1991; utilizing the 4% telephone operational charge placed on the regular billings of the service suppliers and remitted to the county by the service supplier. The provisions of Public Act 196 of 1991 shall apply to these charges.

V. Attachments

- A. Definitions / Glossary of Terms
- B. Telephone Exchanges Involved
- C. Map of St. Clair County Wire Centers
- D. Current Public Safety Access Numbers
- E. Proposed Tentative Implementation Schedule
- F. Public Act 32, as amended. (PA 32, PA 36 & PA 196)
- G. Public opinion telephone survey
- H. Notice of Intent to Operate as a PSAP

A T T A C H M E N T S

GLOSSARY OF TERMS

Access Line - A central office line or trunk that is connected directly to a central office and has a unique telephone number. Sometime referred to as a main station.

Alternate Routing (AR) - A standard feature provided to allow E9-1-1 calls to be routed to a designated alternate location if (1) all E9-1-1 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

Automatic Call Distributor (ACD) - Equipment used to distribute large volumes of incoming calls in approximate order of arrival to call answerers not already working on calls, or to "store" calls until call answerers become available.

Automatic Location Identification (ALI) - A feature by which the address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display.

Automatic Number Identification (ANI) - A feature by which the calling party's telephone number is forwarded to the E9-1-1 Control Office and to the PSAP Display and Transfer Unit.

Basic 9-1-1 Service (B9-1-1) - Basic 9-1-1 Universal Emergency Number Service providing for the three digit access code (9-1-1) to summon assistance in emergencies. It includes the standard features of called Party Hold, Forced Disconnect, and Idle Tone Application.

Busy Hour - The continuous one-hour period which has the maximum average traffic intensity.

Busy Hour Call Volume - The average number of calls that are received during the busiest hour of a 24-hour day.

Call Detail Recording - An optional feature of E9-1-1 Service that provides for a teleprinter record of all incoming 9-1-1 calls to a PSAP. The record shows ANI, attendant number, time of seizure, answer, transfer and disconnect and the trunk number.

Called Party Hold - A feature of B9-1-1 Service that allows the PSAP attendant to hold the connection established to a station from which a 9-1-1 call originates, regardless of calling party action.

Call Referral Method - The 9-1-1 call answerer at the PSAP provides the calling party with the telephone number of the appropriate agency or organization which is responsible for providing the requested service.

Call Relay Method - The 9-1-1 call is answered at the PSAP (where the pertinent information is gathered) and the call answerer relays the caller's information to an appropriate public safety agency for further action.

Call Transfer Method - The PSAP call answerer determines the appropriate responding agency and transfers the 9-1-1 caller to that agency.

Central Office - A switching unit in a telephone system, providing service to the general public, that has the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one central office can be located in the same building.

Central Office Building - A building containing one or more central offices. There can be more than one central office building in an exchange, and one central office building can serve more than one exchange.

Central Office Call Transfer - An optional feature of E9-1-1 Service used to transfer calls from a primary PSAP to other locations. It consists of Selective Transfer, Fixed Transfer or Manual Transfer.

Channel - An electrical path furnished by the telephone company between two or more points. A single pair of wires may be used to provide more than one channel. A channel may be provided, in whole or in part, by cable, wire or radio facilities.

Class of Service - Service order code designation of the combination of telephone service features (equipment, call area, dial types, etc.) to which business and residential customers subscribe.

Computer Aided Dispatch - The normal operations of handling requests for service from the public are assisted by making use of the special capabilities of a computer.

Cross Bar - A switching system using mechanisms called crossbar switches, consisting of rectangular fields of contact springs operated in coordination by horizontal and vertical members.

Control Office - [See Enhanced 9-1-1 (E9-1-1) Control Office].

Coterminous - Having the same or coincident boundaries.

Customer Premise Equipment (CPE) - The terminal equipment at a PSAP or secondary answering location.

Data Management System (DMS) - The combination of manual procedures and computer programs used to create, store and update data required to provide the Selective Routing and ALI features.

Dedicated Telephone Line - A telephone wire part, originating at one point, and terminating at another point, operating in a closed circuit. Also called a "private line".

Default Routing (DR) - A standard feature activated when an incoming E9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E9-1-1 control office to a default PSAP. Each incoming E9-1-1 facility group to control office is assigned a default PSAP.

Dial Tone First - Sometimes called coin-free dialing or no-coin dial tone, this telephone feature enables a caller to dial 9-1-1 on pay telephones without depositing money.

Direct Dispatch Method - A method of call handling in which both 9-1-1 call answering and radio dispatch is done by the same person or persons at the PSAP.

Direct Routing - An arrangement that provides the direct connection of 9-1-1 access lines from the serving central office to the PSAP with no intermediate switching.

Directory Number - The telephone number assigned to a PSAP access line group used in conjunction with the alternate routing feature.

Display and Transfer Unit - The PSAP control unit for an E9-1-1 system display panel for ANI with buttons to transfer calls.

Diversified Routing - An arrangement insuring that all 9-1-1 access lines from the central office to the PSAP are not contained in the same cable sheath or other facility.

Electronic Switching Service (ESS) -

An electronic telephone switching system equipped with store program control that provides features not present in electromechanical switches.

Emergency Medical Service (EMS) -

The emergency medical response group established under the Emergency Medical Systems Act of 1972.

Emergency Ringback - A Basic 9-1-1 optional feature that permits the PSAP attendant to ring back the calling station, regardless of the station switchhook (on-hook or off-hook) status.

Emergency Service Bureau (ESB) -

(Current usage prescribes PSAP - Public Safety Answering Point)

Emergency Service Number (ESN) -

A number defining the primary PSAP and up to 5 secondary PSAPs serving a particular telephone number (TN). It is used in conjunction with the selective routing (SR) feature of E9-1-1 Service.

End Office - The central office(s) in the E9-1-1 System receiving E9-1-1 calls.

Enhanced 9-1-1 (E9-1-1) Control Office

- The office providing tandem switching capability for E9-1-1 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard ESS Speed Calling features, call transfer capability and certain maintenance functions for each PSAP. Sometimes called a Tandem Switcher.

Enhanced 9-1-1 Service Area - The geographic area in which the customer responds to all E9-1-1 calls and dispatches appropriate emergency assistance.

Enhanced 9-1-1 Universal Emergency Number Service (E9-1-1) -

A version of 9-1-1 Service requiring A No. 1 or No. 1A ESS Central Office equipped with 1A5 or 1A55 or later program. It provides features not present in Basic 9-1-1 Service, including ANI and ALI display, Selecting Routing (SR) and other standard and optional features.

Exchange - A geographical unit established for the administration of communication service in a specified area. It generally consists of one or more central offices together with the associated plant furnishing communication service within that area.

Fixed Transfer - An optional feature of E9-1-1 Service that enables a PSAP attendant to transfer incoming E9-1-1 calls to a secondary PSAP by the use of a single button on the Display and Transfer Unit.

Forced Disconnect - A feature of Basic 9-1-1 Service or E9-1-1 Service that enables a PSAP attendant to terminate an existing 9-1-1 call at any time, regardless of the action of the calling party.

Foreign Exchange (FX) - Telephone service provided by means of dedicated circuits from a central office located outside of the local serving exchange.

Foreign Central Office Service - Exchange service furnished from a central office in a multi-office other than that normally serving the area in which the customer is located.

Grade of Service - A measure of the probability that, during a specified hour of peak traffic, a call offered to a group of trunks or circuits will fail to find an idle circuit at the first attempt. Usually applied to the busy hour traffic.

Hot Line - A private line between the PSAP and a secondary answering location.

Idle Tone Application - A standard feature of B9-1-1 Service that gives the PSAP attendant indication of the on/off hook status of the 9-1-1 caller. A distinctive "low" tone or a "reorder" tone (120 ipm) is impressed on the circuit to indicate an idle circuit condition. The tone is not heard when the caller is off-hook.

Local Service Area - The area that can be called without incurring toll or other charges.

Main Station See Access Line.

Manual Transfer - A feature of E9-1-1 Service that enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code. Manual Transfer is associated with the E9-1-1 trunk unit and is a standard feature of E9-1-1 Service.

Master Street Address Guide (MSAG)
- The document or computer file that lists standard street names, address ranges and routing codes used to develop the SR feature.

Night Service - An arrangement whereby calls to one number will automatically be routed to a different number following regular business hours.

NNX - The first three digits of a telephone number.

Prefix - See NNX.

Primary PSAP - See Public Safety Answering Point (PSAP).

Private Branch Exchange (PBX) - A private telephone switching system, both manual and automatic, usually located on a customer's premise.

Private Line - See Dedicated Telephone Line.

Public Safety Agency - A functional division of a public agency which provides police, firefighting, medical or other emergency services.

Public Safety Answering Point (PSAP) - An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as primary or secondary, referring to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. PSAPs are public service agencies such as police, fire or emergency medical or a common bureau serving a group of agencies.

Response Time - The interval between the time that an emergency is observed and the dispatch of emergency response personnel.

Ringback - (See emergency ringback)

Secondary PSAP - See Public Safety Answering Point (PSAP).

Selective Routing (SR) - A feature that routes an E9-1-1 call from a central office to the designated primary PSAP based upon the identified number of the calling party.

Selective Transfer - An optional feature of E9-1-1 service that enables the transfer of a 9-1-1 call to the correct secondary PSAP, based on the location of the 9-1-1 caller. The PSAP attendant uses a single button on the Display and Transfer Unit designated for the type of response required (e.g., fire, ambulance, etc.). This type of transfer is only available when the SR feature is provided.

Serving Central Office - The central office from which a PSAP, either primary or secondary, is served.

Step-by-Step - Generally a type of telephone switching network which uses discrete electromechanical switches (relays) for each connection, therefore the number of switches required is the product of the number of inlets and outlets in the switching network.

Switchhook Status - A feature of B9-1-1 that provides a visual indication of the switchhook status of the calling station. In addition, a "low" tone or a reorder tone (120 ipm) is provided to indicate when the calling telephone is on-hook.

Tandem Routing - An arrangement connecting 9-1-1 access lines to the serving central office through one or more intermediate switching centers.

Tariff - A document filed by a telephone company with the state telephone utility regulatory commission which lists the communication services offered by the company and gives a schedule of rates and charges.

Tie Line - A private line between two PBX's, two Centrex systems, or between a PBX and a Centrex system.

Trunk - A central office line terminating in a Call Distributor System, PBX, Centrex, or Manual Switchboard.

TSPS (Traffic Service Position System) - A computer-like processor system that automatically routes calls to the first available operator at a console position.

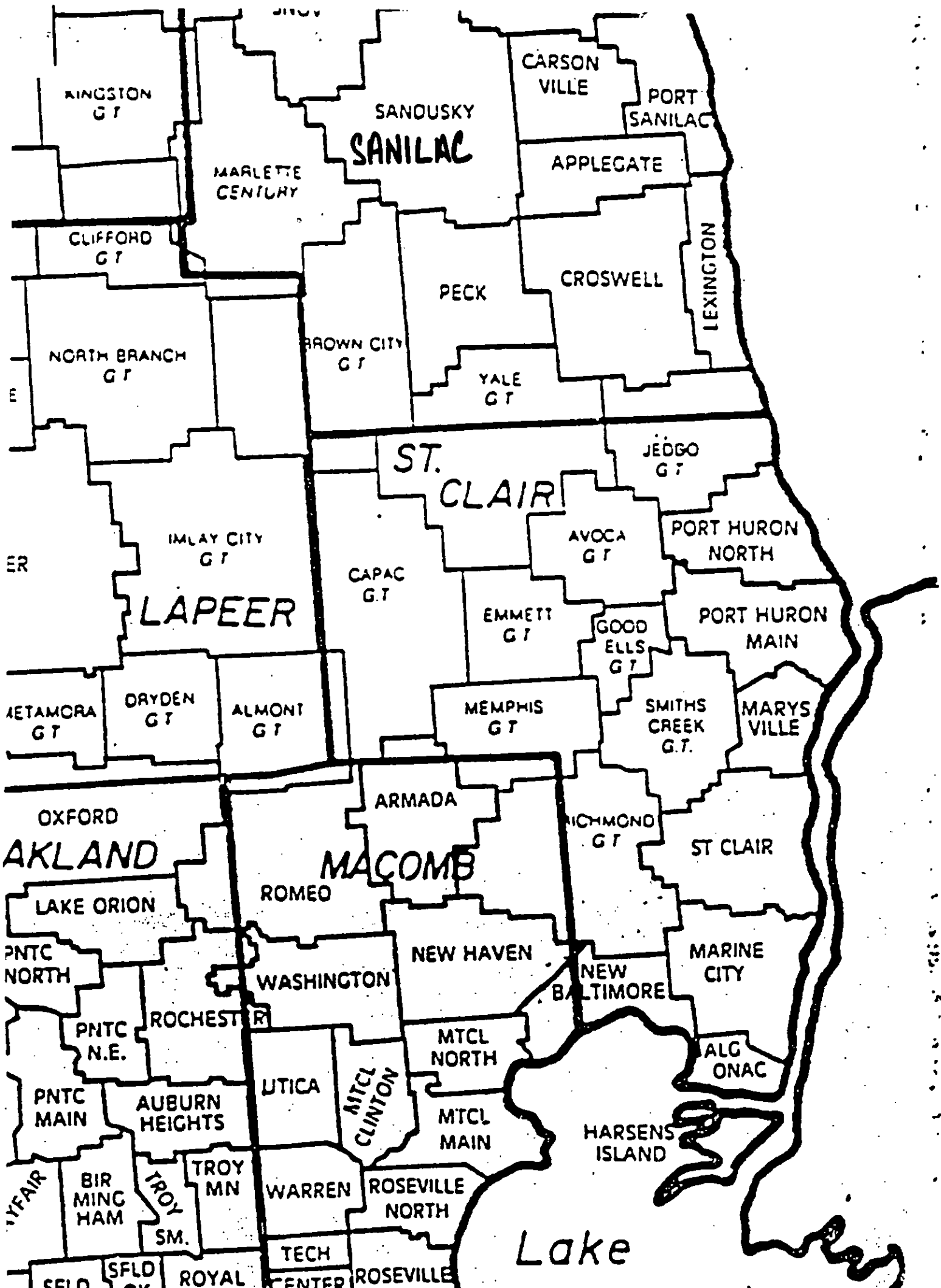
Underlap - That portion of a municipality provided with 9-1-1 service by an exchange located outside the boundaries of the municipality.

Universal Emergency Number Service - A telephone exchange communication service to assist persons, who dial the number 9-1-1 for help. Calls are answered at PSAPs established and operated by the customer. The service arrangement has lines and equipment for the answering, transferring and dispatching of public emergency telephone calls.

Wire Center - The geographical area served by a central office building that can contain one or more central offices.

ST. CLAIR COUNTY E-9-1-1 SERVICE DISTRICT
T E L E P H O N E E X C H A N G E S

<u>WIRE CENTER</u>	<u>PREFIX</u>	<u>TELEPHONE COMPANY</u>
Algonac	313-794	Michigan Bell
Avoca	313-324	General Telephone
Capac	313-395	General Telephone
Emmett	313-384	General Telephone
Goodells	313-325	General Telephone
Harsens Island	313-748	Michigan Bell
Marine City	313-765	Michigan Bell
Marysville	313-364	Michigan Bell
Port Huron, Main	313-982	Michigan Bell
Port Huron, Main	313-984	Michigan Bell
Port Huron, Main	313-985	Michigan Bell
Port Huron, Main	313-987	Michigan Bell
Port Huron, Main	313-989	Michigan Bell
Port Huron, North	313-385	Michigan Bell
St. Clair	313-329	Michigan Bell
Smiths Creek	313-367	General Telephone



KINGSTON
G.T.

SANOUSKY
SANILAC

CARSON
VILLE

PORT
SANILAC

MARLETTE
CENTURY

APPLEGATE

CLIFFORD
G.T.

PECK

CROSWELL

LEXINGTON

NORTH BRANCH
G.T.

BROWN CITY
G.T.

YALE
G.T.

**ST.
CLAIR**

JEDGO
G.T.

IMLAY CITY
G.T.

AVOCA
G.T.

PORT HURON
NORTH

LAPEER

CAPAC
G.T.

EMMETT
G.T.

GOOD
ELLS
G.T.

PORT HURON
MAIN

AETAMORA
G.T.

DRYDEN
G.T.

ALMONT
G.T.

MEMPHIS
G.T.

SMITHS
CREEK
G.T.

MARYS
VILLE

OXFORD

ARMADA

RICHMOND
G.T.

AKLAND

MACOMB

ST CLAIR

LAKE ORION

ROMEO

NEW HAVEN

MARINE
CITY

PNTC
NORTH

WASHINGTON

NEW
BALTIMORE

PNTC
N.E.

ROCHESTER

MTCL
NORTH

ALG
ONAC

PNTC
MAIN

AUBURN
HEIGHTS

UTICA

MTCL
CLINTON

MTCL
MAIN

HARSENS
ISLAND

FAIR

BIR
MING
HAM

TROY
SM.

TROY
MN

WARREN

ROSEVILLE
NORTH

SFLD

SFLD

ROYAL

TECH
CENTER

ROSEVILLE

Lake

ST. CLAIR COUNTY PUBLIC SAFETY ACCESS TELEPHONE NUMBERS

<u>TOWNSHIPS</u>	<u>POLICE</u>	<u>FIRE</u>	<u>E.M.S.</u>
Berlin	985-8115	985-8115	395-4445
Brockway	985-8115	387-3244	387-3244
Burtchville	985-8115	985-8115	985-7115
Casco	985-8115	727-4535 725-5331	727-19110
China	985-8115 329-2233	329-4141 765-3525	985-7115
Clay	9-1-1 794-9381 794-9381	9-1-1 794-9345 748-3044	9-1-1 794-5577
Clyde	985-8115	985-8115	985-7115
Columbus	985-8115 329-2233	985-8115 725-4535	727-1911
Cottrellville	985-8115 329-2233	765-3525	985-7115 794-5577
East China	985-8115 329-2233	329-4141 765-3525	985-7115
Emmett	985-8115 329-2233	985-8115	395-4445
Fort Gratiot	985-8115 329-2233	985-8115	985-7115
Grant	985-8115 329-2233	985-8115	395-4445 985-8115
Greenwood	985-8115 329-2233	985-8115	395-4445 985-8115
Ira	985-8115 725-7503	725-5331	725-2660
Kimball	985-8115 329-2233	985-8115	985-8115
Kenockee	985-8115 329-2233	985-8115	395-4445 985-8115

ST. CLAIR COUNTY PUBLIC SAFETY ACCESS TELEPHONE NUMBERS

<u>TOWNSHIPS</u>	<u>POLICE</u>	<u>FIRE</u>	<u>E.M.S.</u>
Lynn	985-8115 329-2233	387-3244	387-3244 395-4445
Mussey	985-8115 329-2233	985-8115	395-4445 748-9311
Port Huron	985-8115 329-2233	984-4381	985-7115
Riley	985-8115 329-2233	985-8115	727-1911 985-8115
St. Clair	985-8115 329-2233	329-4141 985-8115	985-7115 985-8115
Wales	985-8115 329-2233	985-8115	985-8115 395-4445
<u>CITIES/VILLAGES</u>	<u>POLICE</u>	<u>FIRE</u>	<u>E.M.S.</u>
Algonac	794-1111 9-1-1	794-1111 9-1-1	794-5577 9-1-1
Capac	985-8115	985-8115	985-8115 395-4445
Marysville	9-1-1	9-1-1	9-1-1
Memphis	392-2100 985-8115	392-2100 985-8115	392-2100 727-1911
Marine City	765-3525	765-3525	794-5577
Port Huron	9-1-1	9-1-1	9-1-1
St. Clair	329-3000	329-4141	985-7115
Yale	387-3244	387-3244	387-3244

****NOTES:** St. Clair County Sheriff Department also has toll free telephone number of 1-800-462-7111

PROPOSED TENTATIVE IMPLEMENTATION SCHEDULE

ST. CLAIR COUNTY ENHANCED EMERGENCY TELEPHONE SYSTEM

1 9 9 2

Board of Commissioners adopts a Tentative E-9-1-1 Service Plan for St. Clair County

Meeting with Local Communities to explain plan, actions and time frame

Final date for Communities to decide on E-9-1-1 District and PSAP participation

County Clerk publishes Notice of Public Hearing in local newspaper(s) (twice)

Board of Commissioners conducts Public Hearing

- Adopts Final Plan by Resolution
- Notifies Phone Companies to begin implementation
- Authorizes County's implementation process

Construction of Master Street Address Guide (MSAG) begins

1 9 9 3

Wire Center and PSAP Installation begins

1 9 9 4

Testing of System prior to cut over

System cut over and operation

Act No. 196
Public Acts of 1991

**STATE OF MICHIGAN
86TH LEGISLATURE
REGULAR SESSION OF 1991**

Introduced by Senators Arthurhultz, Conroy, Dunaskiss, Cisky, Cherry, Emmons, N. Smith, Berryman, Dillingham, Pridnia and Barcia

ENROLLED SENATE BILL No. 617

AN ACT to amend sections 102, 311, and 401 of Act No. 32 of the Public Acts of 1986, entitled as amended "An act to provide for the establishment of universal emergency telephone districts; to provide for the installation, operation, modification, and maintenance of universal emergency telephone systems; to provide for the imposition and collection of certain charges; to provide the powers and duties of certain state agencies, local units of government, public officers, telephone service suppliers, and others; to create an emergency telephone service committee; to provide remedies; to provide penalties; and to repeal certain parts of this act on specific dates," section 401 as amended by Act No. 45 of the Public Acts of 1991, being sections 484.1102, 484.1311, and 484.1401 of the Michigan Compiled Laws.

The People of the State of Michigan enact:

Section 1. Sections 102, 311, and 401 of Act No. 32 of the Public Acts of 1986, section 401 as amended by Act No. 45 of the Public Acts of 1991, being sections 484.1102, 484.1311, and 484.1401 of the Michigan Compiled Laws, are amended to read as follows:

Sec. 102. As used in this act:

(a) "Automatic location identification" or "ALI" means a 9-1-1 service feature in which the service supplier automatically forwards the name or address, or both, associated with the calling party's telephone number as identified by automatic number identification, to the public safety answering point.

(b) "Automatic number identification" or "ANI" means a 9-1-1 service feature in which the service supplier automatically forwards the calling party's billing telephone number to the public safety answering point for display.

(c) "Direct dispatch method" means the method of responding to a telephone request for emergency service whereby the person receiving the call at the public safety answering point decides on the proper action to be taken and dispatches the appropriate available emergency service unit located closest to the request for emergency service.

(d) "Emergency telephone charge" means emergency telephone operational charge and emergency telephone technical charge.

(e) "Emergency telephone operational charge" means a charge for nonnetwork technical equipment and other costs directly related to the operation of a PSAP including, but not limited to, dispatch personnel, costs associated with non-PSAP operation such as response vehicles and personnel shall not be included in those assessments levied under this act.

(f) "Emergency telephone technical charge" means a charge for the network start-up costs, customer notification costs, billing costs including an allowance for uncollectibles, and network nonrecurring and recurring installation, maintenance, service, and equipment network charges of a service supplier providing 9-1-1 service pursuant to this act.

(g) "Exchange access facility" means the access from a particular service user's premises to the telephone system. Exchange access facilities include service supplier provided access lines, PBX trunks, and centrex line trunk equivalents, all as defined by tariffs of the service suppliers as approved by the public service commission. Exchange access facilities do not include service supplier owned and operated telephone pay station lines, or WATS, FX, or incoming only lines.

(h) "Final 9-1-1 service plan" means a tentative 9-1-1 service plan that has been modified only to reflect necessary changes resulting from any exclusions of public agencies from the 9-1-1 service district of the tentative 9-1-1 service plan pursuant to section 306 and any failure of public safety agencies to be designated as PSAPs or secondary PSAPs pursuant to section 307.

(i) "Person" means any individual; firm; partnership; joint venture; association; cooperative organization; corporation, whether or not organized for profit; municipal corporation; state or other governmental entity; agency; body; department; commission; board; bureau; fraternal organization; nonprofit organization; estate; trust; business or common law trust; receiver; assignee for the benefit of creditors; trustee; or trustee in bankruptcy.

(j) "Prime rate" means the average predominant prime rate quoted by not less than 3 commercial financial institutions as determined by the department of treasury.

(k) "Private safety entity" means a private entity which provides emergency fire, ambulance, or medical services.

(l) "Public agency" means any village, township, charter township, or city within the state, and any special purpose district located in whole or in part within the state, which provides or has authority to provide fire fighting, law enforcement, ambulance, medical, or other emergency services.

(m) "Public safety agency" means a functional division of a public agency, county, or the state of Michigan, which provides fire fighting, law enforcement, ambulance, medical, or other emergency services.

(n) "Public safety answering point" or "PSAP" means a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 9-1-1 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 9-1-1 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 9-1-1 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

(o) "Relay method" means the method of responding to a telephone request for emergency service whereby a PSAP notes pertinent information and relays it by telephone, radio, or private line to the appropriate public safety agency or other provider of emergency services that has an available emergency service unit located closest to the request for emergency service for dispatch of an emergency service unit.

(p) "Secondary public safety answering point" or "secondary PSAP" means a communications facility of a public safety agency or private safety entity which receives 9-1-1 calls by the transfer method only and generally serves as a centralized location for a particular type of emergency call.

(q) "Service supplier" means any person providing telephone services to a service user in this state.

(r) "Service user" means any exchange access facility customer of a service supplier within a 9-1-1 system.

(s) "Tariff rate" means the rate approved by the public service commission for 9-1-1 service provided by a particular service supplier.

(t) "Tentative 9-1-1 service plan" means a plan for implementing a 9-1-1 system in a specified 9-1-1 service district, after consultation with the director of the department of state police or his or her designated representative, which complies with chapter II, and which addresses the following system considerations:

(i) Technical considerations of the service supplier including system equipment for facilities that would be used in providing emergency telephone service.

(ii) Operational considerations including the designation of PSAPs and secondary PSAPs and the manner in which 9-1-1 calls would be processed, dispatch functions performed, and information systems utilized.

(iii) Managerial considerations including the organizational form and agreements which would control technical, operational, and fiscal aspects of the emergency telephone service.

(iv) Fiscal considerations including projected nonrecurring and recurring costs with a financial plan for implementing and operating the system.

(v) The tentative 9-1-1 service plan shall require each public agency and county operating a PSAP under the 9-1-1 system to pay directly for all installation and recurring charges for terminal equipment, including

customer premises equipment, associated with the public agency's or the county's PSAP, and may require each public agency and county operating a PSAP under the 9-1-1 system to pay directly to the service supplier all installation and recurring charges for all 9-1-1 exchange and tie lines associated with the public agency's or the county's PSAP.

(u) "Transfer method" means the method of responding to a telephone request for emergency service whereby a PSAP transfers the call directly to the appropriate public safety agency or other provider of emergency service that has an available emergency service unit located closest to the request for emergency service for dispatch of an emergency service unit.

(v) "Universal emergency number service" or "9-1-1 service" means public telephone service which provides service users with the ability to reach a public safety answering point by dialing the digits "9-1-1".

(w) "Universal emergency number service district" or "9-1-1 service district" means the area in which 9-1-1 service is provided or is planned to be provided to service users under a 9-1-1 system implemented pursuant to this act.

(x) "Universal emergency number service system" or "9-1-1 system" means a system for providing 9-1-1 service pursuant to this act.

Sec. 311. (1) As soon as feasible after receipt of a written application from a county requesting 9-1-1 service within a 9-1-1 service district described in a final 9-1-1 service plan adopted pursuant to this act, each service supplier designated in the final 9-1-1 service plan shall implement 9-1-1 service within the 9-1-1 service district in accordance with the final 9-1-1 service plan.

(2) Upon implementation of 9-1-1 service in a 9-1-1 service district pursuant to subsection (1), each public safety agency designated as a PSAP or secondary PSAP in the final 9-1-1 service plan shall begin to function as a PSAP or secondary PSAP.

Sec. 401. (1) As soon as feasible after installation and commencement of operation of a 9-1-1 system in a 9-1-1 service district, the service supplier shall provide a billing and collection service for an emergency telephone technical charge and emergency telephone operational charge from all service users of the service supplier within the 9-1-1 service district. The emergency telephone technical charge and emergency telephone operational charge shall be uniform per each exchange access facility within the 9-1-1 service district. The portion of the emergency telephone technical charge that represents start-up costs, nonrecurring billing, installation, service, and equipment charges of the service supplier, including the costs of updating equipment necessary for conversion to 9-1-1 service, shall be amortized at the prime rate plus 1% over a period not to exceed 10 years, as approved by the public service commission, and shall be billed and collected from all service users only until those amounts are fully recouped by the service supplier. The prime rate to be used for amortization shall be set before the first assessment of nonrecurring charges and remain at that rate for 5 years, at which time a new rate may be set for the remaining amortization period. Recurring costs and charges included in the emergency telephone technical charge and emergency telephone operational charge shall continue to be billed to the service user.

(2) Subject to the limitation provided by this section, the amount of the emergency telephone technical charge and emergency telephone operational charge to be billed to the service user shall be computed by dividing the total emergency telephone technical charge and emergency telephone operational charge by the number of exchange access facilities within the 9-1-1 service district.

(3) Except as provided in subsection (5), the amount of emergency telephone technical charge payable monthly by a service user for recurring costs and charges shall not exceed 2% of the highest monthly flat rate charged by the service supplier for a 1-party access line within the 9-1-1 service district. The amount of emergency telephone technical charge payable monthly by a service user for nonrecurring costs and charges shall not exceed 5% of the highest monthly flat rate charged by the service supplier for a 1-party access line within the 9-1-1 service district. Any amounts collected by the service supplier for an emergency telephone technical charge and emergency telephone operational charge shall be used only for costs and charges directly attributable to providing the 9-1-1 service. Until January 1, 1996, a county with less than 500,000 population may assess an amount for recurring emergency telephone operational costs and charges that shall not exceed 4% of the highest monthly flat rate charged by the service supplier for a 1-party access line within the 9-1-1 service district. The percentage to be set for the emergency telephone operational charge shall be established by the county board of commissioners pursuant to section 312. The difference, if any, between the amount of the emergency telephone technical charge and the emergency telephone operational charge computed under subsection (2) and the maximum permitted under this section shall be paid by the county from funds available to the county or through cooperative arrangements with public agencies within the 9-1-1 service district.

(4) The emergency telephone technical charge and emergency telephone operational charge shall be collected in accordance with the regular billings of the service supplier. The amount collected for emergency telephone

operational charge shall be paid by the service supplier to the county that authorized the collection. The emergency telephone technical charge and emergency telephone operational charge payable by service users pursuant to this act shall be added to and shall be stated separately in the billings to service users.

(5) For a 9-1-1 service district created or enhanced after June 27, 1991, the amount of emergency telephone technical charge payable monthly by a service user for recurring costs and charges shall not exceed 4% of the highest monthly flat rate charged by the service supplier for a 1-party access line within the 9-1-1 service district.

(6) Until January 1, 1996, a county with less than 500,000 population may, with the approval of the voters in the county, assess up to 16% of the highest monthly flat rate charged by the service supplier for a 1-party access line within the 9-1-1 service district or assess a millage or combination of the 2 to cover emergency telephone operational costs. In a ballot question under this subsection, the board of commissioners shall specifically identify how the collected money is to be distributed. An affirmative vote on a ballot question under this subsection shall be considered an amendment to the 9-1-1 service plan pursuant to section 312. Not more than 1 ballot question under this subsection may be submitted to the voters within any 12-month period and an assessment approved under this subsection shall be for a period not greater than 5 years.

(7) If the voters approve the charge to be assessed on the service user's telephone bill on a ballot question under subsection (6), the service provider's bill shall state the following:

"This amount is for your 9-1-1 service which has been approved by the voters on (DATE OF VOTER APPROVAL). This is not a charge assessed by your telephone carrier. If you have questions concerning your 9-1-1 service, you may call (INCLUDE APPROPRIATE TELEPHONE NUMBER).

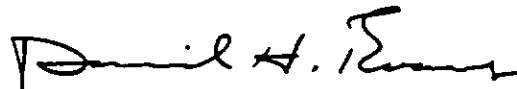
(8) An annual accounting shall be made of the emergency telephone operational charge approved pursuant to this amendatory act in the same manner as the annual accounting required by section 405.

(9) Any money collected under this section shall not replace or reduce state contributions for emergency telephone service.

This act is ordered to take immediate effect.



Secretary of the Senate.



Clerk of the House of Representatives.

Approved

.....
Governor.



Act No. 36
Public Acts of 1989
Approved by the Governor
May 31, 1989
Filed with the Secretary of State
June 1, 1989

**STATE OF MICHIGAN
85TH LEGISLATURE
REGULAR SESSION OF 1989**

Introduced by Senators Ehlers, Kelly, Schwarz, Sederburg and Geo. Hart

ENROLLED SENATE BILL No. 18

AN ACT to amend the title and sections 401, 601, 602, 704, and 707 of Act No. 32 of the Public Acts of 1986, entitled "An act to provide for the establishment of universal emergency telephone districts; to provide for the installation, operation, modification, and maintenance of universal emergency telephone systems; to provide for the imposition and collection of charges associated therewith; to provide the powers and duties of certain state agencies, local units of government, public officers, telephone service suppliers, and others; to create an emergency telephone service committee; to provide remedies; to provide penalties; and to repeal certain acts and parts of acts on specific dates," being sections 484.1401, 484.1601, 484.1602, 484.1704, and 484.1707 of the Michigan Compiled Laws; to add section 319; and to repeal certain parts of the act.

The People of the State of Michigan enact:

Section 1. The title and sections 401, 601, 602, 704, and 707 of Act No. 32 of the Public Acts of 1986, being sections 484.1401, 484.1601, 484.1602, 484.1704, and 484.1707 of the Michigan Compiled Laws, are amended and section 319 is added to read as follows:

TITLE

An act to provide for the establishment of universal emergency telephone districts; to provide for the installation, operation, modification, and maintenance of universal emergency telephone systems; to provide for the imposition and collection of certain charges; to provide the powers and duties of certain state agencies, local units of government, public officers, telephone service suppliers, and others; to create an emergency telephone service committee; to provide remedies; to provide penalties; and to repeal certain parts of this act on specific dates.

Sec. 319. A public agency that plans to establish a 9-1-1 system without using the financing method provided by section 401 shall do all of the following:

(a) Provide public notice of its intent to enter into a contract for 9-1-1 services. The public notice shall be provided in the same manner as required under section 308.

(b) Provide public notice of its intent to enter into a contract for 9-1-1 services to the county board of commissioners of the county within which the public agency is located and to all other public agencies that share wire centers with the contracting public agency. The public notice shall be provided in the same manner as required under section 308.

(c) Conduct a public hearing in the same manner as required under section 309.

Sec. 401. (1) As soon as feasible after installation and commencement of operation of a 9-1-1 system in a 9-1-1 service district, the service supplier shall provide a billing and collection service for an emergency telephone charge from all service users of the service supplier within the 9-1-1 service district. The emergency telephone charge shall be uniform per each exchange access facility within the 9-1-1 service district. The portion of the emergency telephone charge which represents start-up costs, nonrecurring billing, installation, service, and equipment charges of the service supplier, including the costs of updating equipment necessary for conversion to 9-1-1 service, shall be amortized over a period not to exceed 10 years, as approved by the public service commission, and shall be billed and collected from all service users only until such amounts are fully recouped by the service supplier. Recurring costs and charges included in the emergency telephone charge shall continue to be billed to the service user. Subject to the limitation provided by subsection (2), the amount of the emergency telephone charge to be billed to the service user shall be computed by dividing the total emergency telephone charge by the number of exchange access facilities within the 9-1-1 service district.

(2) The amount of emergency telephone charge payable monthly by a service user for recurring costs and charges shall not exceed 2% of the highest monthly base rate charged by the service supplier for 1-party unlimited calling within the 9-1-1 service district. The amount of emergency telephone charge payable monthly by a service user for nonrecurring costs and charges shall not exceed 5% of the highest monthly base rate charged by the service supplier for 1-party unlimited calling within the 9-1-1 service district. The difference, if any, between the amount of the emergency telephone charge computed under subsection (1) and the maximum permitted under this subsection shall be paid by the county from funds available to the county or through cooperative arrangements with public agencies within the 9-1-1 service district.

(3) The emergency telephone charge shall be collected in accordance with the regular billings of the service supplier. The emergency telephone charge payable by service users pursuant to this act shall be added to and may be stated separately in the billings to service users.

Sec. 601. (1) The public service commission, the department of management and budget, and the emergency telephone service committee created in section 702, upon request by a service supplier, county, public agency, or public service agency, shall provide, to the extent possible, technical assistance regarding the formulation or implementation, or both, of a 9-1-1 service plan and assistance in resolving disputes between or among service suppliers, counties, public agencies, or public safety agencies regarding their respective rights and duties under this act.

(2) A service supplier, county, public agency, public service agency, or a combination of those entities that has a dispute with another arising from the formulation or implementation, or both, of a 9-1-1 service plan shall request assistance from the public service commission, the department of management and budget, and the emergency telephone service committee in resolving the dispute.

Sec. 602. (1) Subject to subsection (2), a dispute between or among 1 or more service suppliers, counties, public agencies, public service agencies, or any combination of those entities regarding their respective rights and duties under this act shall be heard as a contested case before the public service commission as provided in the administrative procedures act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.201 to 24.328 of the Michigan Compiled Laws.

(2) If a dispute described in subsection (1) arises from the formulation or implementation of a 9-1-1 service plan, a contested case proceeding to resolve the dispute shall not be initiated unless the public service commission, the department of management and budget, and the emergency telephone service committee have provided assistance in resolving the dispute under section 601 and the dispute remains unresolved.

Sec. 704. (1) The committee shall do all of the following:

- (a) Organize and adopt standards governing the committee's formal and informal procedures.
- (b) Meet not less than 4 times per year at a place and time specified by the chairperson.
- (c) Keep a record of the proceedings and activities of the committee.
- (d) Provide recommendations to public safety answering points and secondary public safety answering points on statewide technical and operational standards for PSAPs and secondary PSAPs.
- (e) Provide recommendations to public agencies concerning model systems to be considered in preparing a 9-1-1 service plan.
- (f) Assess the progress of implementing the 9-1-1 system statewide.
- (g) Develop a model 9-1-1 implementation plan.
- (h) Provide the technical and dispute resolution assistance required under section 602.
- (i) Perform other duties as necessary to promote successful development, implementation, and operation of 9-1-1 systems across the state.

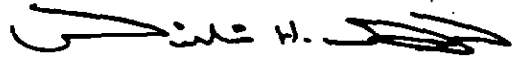
(j) Assess, report, and make recommendations to the legislature, the department of management and budget, and the public service commission at least once every 2 years on the progress made in developing, implementing, and operating 9-1-1 systems and coordinating and establishing emergency telephone service statewide.

(2) The department of management and budget and the public service commission shall provide staff assistance to the committee as necessary to carry out the committee's duties under this section.

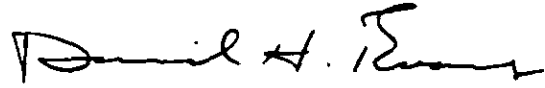
Sec. 707. This chapter is repealed effective March 31, 1998.

Section 2. Section 603 of Act No. 32 of the Public Acts of 1986, being section 484.1603 of the Michigan Compiled Laws, is repealed.

This act is ordered to take immediate effect.



Secretary of the Senate.



Clerk of the House of Representatives.

Approved.....

.....
Governor.

Act No. 32
Public Acts of 1986
Approved by the Governor
March 16, 1986
Filed with the Secretary of State
March 17, 1986

**STATE OF MICHIGAN
83RD LEGISLATURE
REGULAR SESSION OF 1986**

Introduced by Senators Ehlers, Binsfeld, Faxon, McCollough, A. Cropsey, Sederburg, Geake, DiNello, Kelly, Vaughn, Arthurhultz, H. Cropsey, Shinkle, Nichols, Gast, Posthumus, Barcia and Conroy

ENROLLED SENATE BILL No. 303

AN ACT to provide for the establishment of universal emergency telephone districts; to provide for the installation, operation, modification, and maintenance of universal emergency telephone systems; to provide for the imposition and collection of charges associated therewith; to provide the powers and duties of certain state agencies, local units of government, public officers, telephone service suppliers, and others; to create an emergency telephone service committee; to provide remedies; to provide penalties; and to repeal certain acts and parts of acts on specific dates.

The People of the State of Michigan enact:

CHAPTER I

Sec. 101. This act shall be known and may be cited as the "emergency telephone service enabling act".

Sec. 102. As used in this act:

(a) "Automatic location identification" or "ALI" means a 9-1-1 service feature in which the service supplier automatically forwards the name or address, or both, associated with the calling party's telephone number as identified by automatic number identification, to the public safety answering point.

(b) "Automatic number identification" or "ANI" means a 9-1-1 service feature in which the service supplier automatically forwards the calling party's billing telephone number to the public safety answering point for display.

(c) "Direct dispatch method" means the method of responding to a telephone request for emergency service whereby the person receiving the call at the public safety answering point decides on the proper action to be taken and dispatches the appropriate available emergency service unit located closest to the request for emergency service.

(d) "Emergency telephone charge" means a charge for the network start-up costs, customer notification costs, billing costs including an allowance for uncollectibles, and network nonrecurring and recurring installation, maintenance, service, and equipment network charges of a service supplier providing 9-1-1 service pursuant to this act.

(e) "Exchange access facility" means the access from a particular service user's premises to the telephone system. Exchange access facilities include service supplier provided access lines, PBX trunks, and centrex line trunk equivalents, all as defined by tariffs of the service suppliers as approved by the public service commission. Exchange access facilities do not include service supplier owned and operated telephone pay station lines, or WATS, FX, or incoming only lines.

(f) "Final 9-1-1 service plan" means a tentative 9-1-1 service plan that has been modified only to reflect necessary changes resulting from any exclusions of public agencies from the 9-1-1 service district of the tentative 9-1-1 service plan pursuant to section 306 and any failure of public safety agencies to be designated as PSAPs or secondary PSAPs pursuant to section 307.

(g) "Person" means any individual; firm; partnership; joint venture; association; cooperative organization; corporation, whether or not organized for profit; municipal corporation; state or other governmental entity; agency; body; department; commission; board; bureau; fraternal organization; nonprofit organization; estate; trust; business or common law trust; receiver; assignee for the benefit of creditors; trustee; or trustee in bankruptcy.

(h) "Private safety entity" means a private entity which provides emergency fire, ambulance, or medical services.

(i) "Public agency" means any village, township, charter township, or city within the state, and any special purpose district located in whole or in part within the state, which provides or has authority to provide fire fighting, law enforcement, ambulance, medical, or other emergency services.

(j) "Public safety agency" means a functional division of a public agency, county, or the state of Michigan, which provides fire fighting, law enforcement, ambulance, medical, or other emergency services.

(k) "Public safety answering point" or "PSAP" means a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 9-1-1 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 9-1-1 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 9-1-1 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

(l) "Relay method" means the method of responding to a telephone request for emergency service whereby a PSAP notes pertinent information and relays it by telephone, radio, or private line to the appropriate public safety agency or other provider of emergency services that has an available emergency service unit located closest to the request for emergency service for dispatch of an emergency service unit.

(m) "Secondary public safety answering point" or "secondary PSAP" means a communications facility of a public safety agency or private safety entity which receives 9-1-1 calls by the transfer method only and generally serves as a centralized location for a particular type of emergency call.

(n) "Service supplier" means any person providing telephone services to a service user in this state.

(o) "Service user" means any exchange access facility customer of a service supplier within a 9-1-1 system.

(p) "Tariff rate" means the rate approved by the public service commission for 9-1-1 service provided by a particular service supplier.

(q) "Tentative 9-1-1 service plan" means a plan for implementing a 9-1-1 system in a specified 9-1-1 service district, after consultation with the director of the department of state police or his or her designated representative, which complies with chapter II, and which addresses the following system considerations:

(i) Technical considerations of the service supplier including system equipment for facilities that would be used in providing emergency telephone service.

(ii) Operational considerations including the designation of PSAPs and secondary PSAPs and the manner in which 9-1-1 calls would be processed, dispatch functions performed, and information systems utilized.

(iii) Managerial considerations including the organizational form and agreements which would control technical, operational, and fiscal aspects of the emergency telephone service.

(iv) Fiscal considerations including projected nonrecurring and recurring costs with a financial plan for implementing and operating the system.

(r) The tentative 9-1-1 service plan shall require each public agency and county operating a PSAP under the 9-1-1 system to pay directly for all installation and recurring charges for terminal equipment, including customer premises equipment, associated with the public agency's or the county's PSAP, and may require each public agency and county operating a PSAP under the 9-1-1 system to pay directly to the service supplier all installation and recurring charges for all 9-1-1 exchange and tie lines associated with the public agency's or the county's PSAP.

(s) "Transfer method" means the method of responding to a telephone request for emergency service whereby a PSAP transfers the call directly to the appropriate public safety agency or other provider of

emergency service that has an available emergency service unit located closest to the request for emergency service for dispatch of an emergency service unit.

(s) "Universal emergency number service" or "9-1-1 service" means public telephone service which provides service users with the ability to reach a public safety answering point by dialing the digits "9-1-1".

(t) "Universal emergency number service district" or "9-1-1 service district" means the area in which 9-1-1 service is provided or is planned to be provided to service users under a 9-1-1 system implemented pursuant to this act.

(u) "Universal emergency number service system" or "9-1-1 system" means a system for providing 9-1-1 service pursuant to this act.

CHAPTER II

Sec. 201. A 9-1-1 system shall not be implemented pursuant to this act unless a 9-1-1 tariff rate exists for each service supplier designated by the final 9-1-1 service plan to provide 9-1-1 service in the 9-1-1 system.

Sec. 202. A public agency which is excluded from a 9-1-1 service district in a 9-1-1 system implemented pursuant to this act, but which is operating an existing emergency telephone service at the time the 9-1-1 system is implemented, shall permit any technical modifications to its existing system which are necessary for compatibility with the 9-1-1 system. Any cost of the service supplier associated with such modifications shall not be the responsibility of the excluded public agency but shall be included as part of the costs collected from service users in the 9-1-1 service district pursuant to section 401.

Sec. 203. The digits 9-1-1 shall be the primary emergency telephone number within every 9-1-1 system established pursuant to this act. A public safety agency whose services are available through a 9-1-1 system implemented pursuant to this act may maintain a separate secondary backup number for emergencies, and shall maintain a separate number for nonemergency telephone calls.

Sec. 204. (1) A 9-1-1 system implemented pursuant to this act shall be designed to meet the individual circumstances of each county and the public agencies participating in the 9-1-1 system, and shall be within the service limitations of service suppliers providing the 9-1-1 service in the 9-1-1 system. System designs shall include provision for expansion of the system to include capabilities not required in initial implementation, including the addition of PSAPs and secondary PSAPs.

(2) Every 9-1-1 system shall be designed so that a 9-1-1 call is processed by means of either the direct dispatch method, the relay method, or the transfer method. At least 2 of the specified methods shall be available for use by the PSAP receiving the call. The PSAP may handle nonemergency calls by referring the caller to another number.

Sec. 205. (1) A 9-1-1 system established pursuant to this act shall be capable of transmitting requests for law enforcement, fire fighting, and emergency medical and ambulance services to 1 or more public safety agencies which provide the requested service to the place where the call originates.

(2) A 9-1-1 system shall process all 9-1-1 calls originating from telephones served by the central office serving the receiving PSAP, whether or not the calling telephone is situated within the geographical boundaries of the 9-1-1 service district.

(3) A 9-1-1 system may provide for transmittal of requests for other emergency services, such as poison control, suicide prevention, and civil defense. Conferencing capability with counseling, aid to handicapped, and other services as considered necessary for emergency response determination may be provided by the 9-1-1 system.

Sec. 206. A PSAP may transmit emergency response requests to private safety entities under a 9-1-1 system.

Sec. 207. The installation of automatic intrusion alarms and other automatic alerting devices which cause the number 9-1-1 to be dialed shall be prohibited in a 9-1-1 system.

CHAPTER III

Sec. 301. (1) The board of commissioners of a county may establish an emergency telephone district within all or part of the county and may cause 9-1-1 service to be implemented within such emergency telephone district pursuant to this act.

(2) The board of commissioners of a county all or part of which is operating an existing emergency telephone service may modify the existing emergency telephone service or may alter the scope or method of financing of 9-

1-1 service within all or part of the county by establishing an emergency telephone district and causing 9-1-1 service to be implemented within such emergency telephone district pursuant to this act.

Sec. 302. Two or more county boards of commissioners may jointly establish an emergency telephone district within all or part of the counties and may cause 9-1-1 service to be implemented within such emergency telephone district pursuant to this act. If 2 or more county boards of commissioners wish to jointly establish an emergency telephone district pursuant to this act, then all actions required or permitted to be taken by a county or its officials pursuant to this act shall be taken by each county or the officials of each county, and all notices required or permitted to be given to a county or its officials pursuant to this act shall be given to each county or the officials of each county.

Sec. 303. To establish an emergency telephone district and to cause 9-1-1 service to be implemented within such emergency telephone district, the board of commissioners of a county shall first adopt a tentative 9-1-1 service plan by resolution. A tentative 9-1-1 service plan may specify whether telecommunication equipment for the deaf or severely hearing impaired is being considered and which 9-1-1 service features, including ANI and ALI, are being considered for the emergency telephone district.

Sec. 304. A resolution adopting a tentative 9-1-1 service plan pursuant to section 303 shall specify a time, date, and place for the public hearing to be held on the final 9-1-1 service plan pursuant to section 309, which date shall be not less than 90 days after the date of the adoption of the resolution authorized by this section.

Sec. 305. Within 5 days after the adoption of a resolution authorized in section 303, the county clerk shall forward a copy of such resolution, together with a copy of the tentative 9-1-1 service plan, by certified mail, return receipt requested, to the clerk or other appropriate official of each public agency located within the 9-1-1 district of the tentative 9-1-1 service plan.

Sec. 306. (1) Unless a public agency files with the county clerk a notice of exclusion from 9-1-1 service district pursuant to this section within 45 days after receipt of a copy of the resolution and a copy of the tentative 9-1-1 service plan adopted pursuant to section 303, the entire jurisdiction of the public agency or, if less than the entire jurisdiction of the public agency is included within the 9-1-1 service district of the tentative 9-1-1 service plan, then such portion of the jurisdiction of the public agency included within the 9-1-1 service district of the tentative 9-1-1 service plan shall be included within the 9-1-1 district of the final 9-1-1 service plan. A public agency may exclude less than the entire portion of its jurisdiction included in the 9-1-1 service district of the tentative 9-1-1 service plan. Each public agency, all or part of which is included within the 9-1-1 service district of the final 9-1-1 service plan, shall assist the particular county in the preparation of the final 9-1-1 service plan.

(2) If the entire jurisdiction of a public agency is to be excluded from the 9-1-1 service district pursuant to subsection (1), then the notice of exclusion from 9-1-1 service district shall be in substantially the following form:

**NOTICE OF EXCLUSION
FROM 9-1-1 SERVICE DISTRICT**

Pursuant to section 306 of the emergency telephone service enabling act, the _____ of _____ hereby notifies the board of commissioners of the county of _____ that the _____ of _____ is excluded from the 9-1-1 service district established by the tentative 9-1-1 service plan adopted by the board of commissioners on _____, 19____.

(Clerk)
(Acknowledgment)

(3) If less than the entire jurisdiction of a public agency is to be excluded from the 9-1-1 service district pursuant to subsection (1), then the notice of exclusion from 9-1-1 service district shall be in substantially the following form:

**NOTICE OF EXCLUSION
FROM 9-1-1 SERVICE DISTRICT**

Pursuant to section 306 of the emergency telephone service enabling act, the _____ of _____ hereby notifies the board of commissioners of the county of _____ that the portion of the _____ of _____ described on the attached map is excluded from the 9-1-1 service district established by the tentative 9-1-1 service plan adopted by the board of commissioners on _____, 19____.

(Clerk)
(Acknowledgment)

(4) A notice of exclusion from 9-1-1 service district shall be signed by the clerk of the public agency or, if the public agency has no clerk, by any other appropriate official of the public agency.

Sec. 307. (1) Any public safety agency designated in the tentative 9-1-1 service plan to function as a PSAP or secondary PSAP shall be so designated under the final 9-1-1 service plan if the public safety agency files with the county clerk a notice of intent to function as a PSAP or secondary PSAP within 45 days after the public agency which the public safety agency has been designated to serve by the tentative 9-1-1 service plan receives a copy of the resolution and the tentative 9-1-1 service plan adopted pursuant to section 303. The notice of intent to function as a PSAP or secondary PSAP shall be in substantially the following form:

NOTICE OF INTENT TO FUNCTION
AS A PSAP OR SECONDARY PSAP

Pursuant to section 307 of the emergency telephone service enabling act, _____ shall function as a (check one) _____ PSAP _____ Secondary PSAP within the 9-1-1 service district of the tentative 9-1-1 service plan adopted by resolution of the board of commissioners for the county of _____, on _____, 19____.

(Acknowledgment)

(2) If a public safety agency designated as a PSAP or secondary PSAP in the tentative 9-1-1 service plan fails to file a notice of intent to function as a PSAP or secondary PSAP within the time period specified in subsection (1), the public safety agency shall not be designated as a PSAP or secondary PSAP in the final 9-1-1 service plan.

Sec. 308. The clerk of each county which has adopted a tentative 9-1-1 service plan pursuant to section 303 shall give notice by publication of the hearing on the final 9-1-1 service plan to be held pursuant to section 309. The notice shall be published twice in a newspaper of general circulation within the county, the first publication of the notice occurring at least 30 days prior to the date of the hearing. The notice shall state all of the following:

(a) The time, date, and place of the hearing.

(b) A description of the boundaries of the 9-1-1 service district of the final 9-1-1 service plan as determined at the expiration of the time for filing a notice of exclusion from 9-1-1 service district pursuant to section 306.

(c) That if the board of commissioners of the county, after a hearing, adopts the final 9-1-1 service plan pursuant to this act, an emergency telephone charge shall be collected on a uniform basis from all service users within the 9-1-1 service district.

Sec. 309. The board of commissioners shall conduct a hearing on the final 9-1-1 service plan at the time, place, and date specified in the notice published pursuant to section 308. All persons attending the meeting shall be afforded a reasonable opportunity to be heard.

Sec. 310. After conducting the hearing on the final 9-1-1 service plan pursuant to this act, the board of commissioners of the affected county may adopt by resolution the final 9-1-1 service plan. Upon adoption of the resolution, the county, on behalf of public agencies located within the 9-1-1 service district, shall apply in writing to the service supplier or suppliers designated to provide 9-1-1 service within the 9-1-1 service district under the final 9-1-1 service plan.

Sec. 311. (1) As soon as feasible after receipt of a written application from a county requesting 9-1-1 service within a 9-1-1 service district described in a final 9-1-1 service plan adopted pursuant to this act, each service supplier designated in the final 9-1-1 service plan shall implement 9-1-1 service within the 9-1-1 service district in accordance with the final 9-1-1 service plan.

(2) Upon implementation of 9-1-1 service in a 9-1-1 service district pursuant to subsection (1), each public safety agency designated as a PSAP or secondary PSAP in the final 9-1-1 service plan shall begin to function as a PSAP or secondary PSAP.

(3) The costs of the service supplier for equipment installation or system modification, or both, necessary for a public safety agency to function as a PSAP or secondary PSAP pursuant to this section shall be paid directly by the public safety agency and shall not be collected from service users within the 9-1-1 service district.

Sec. 312. After a final 9-1-1 service plan has been adopted pursuant to section 310, a county may amend the final 9-1-1 service plan only by complying with the procedures described in sections 301 to 310. Upon adoption of an amended final 9-1-1 service plan by the county board of commissioners, the county shall forward the amended final 9-1-1 service plan to the service supplier or suppliers designated to provide 9-1-1 service within

the 9-1-1 service district as amended. Upon receipt of the amended final 9-1-1 service plan, each designated service supplier shall implement as soon as feasible the amendments to the final 9-1-1 service plan in the 9-1-1 service district as amended.

Sec. 313. A 9-1-1 system implemented pursuant to this act shall be terminated only if each public agency, all or part of which was included within the 9-1-1 service district of the final 9-1-1 service plan, withdraws its entire jurisdiction from the 9-1-1 service district pursuant to section 505.

Sec. 314. (1) At the time that a 9-1-1 system becomes operational or as soon as feasible thereafter, each service supplier or other owner or lessee of a pay station telephone to be operated within the 9-1-1 service district shall do both of the following:

(a) Convert or cause to be converted each such telephone to permit a caller to dial 9-1-1 without first inserting a coin or paying any other charge.

(b) Prominently display on each such telephone a notice advising callers to dial 9-1-1 in an emergency and that deposit of a coin is not required.

(2) After commencement of 9-1-1 service in a 9-1-1 service district, a person shall not install, cause to be installed, or offer for use within the 9-1-1 district a pay station telephone, whether on public or private premises, unless the telephone is capable of accepting a 9-1-1 call without prior insertion of a coin or payment of any other charge, and displays the notice described in subsection (1).

(3) All costs of a service supplier associated with converting pay station telephones and maintaining the required notices under this section shall be borne by the service users within the 9-1-1 district.

Sec. 315. If the 9-1-1 system does not provide ALI, each service supplier, owner, or lessee of a pay station telephone shall prominently display on each telephone or telephone pay station the address of the telephone at the time that a 9-1-1 system becomes operational or as soon as feasible thereafter.

Sec. 316. If ALI is not offered by the service supplier with the 9-1-1 system and the 9-1-1 system requires such information, a service supplier shall provide current customer telephone numbers and service addresses to each PSAP and secondary PSAP within the 9-1-1 system and shall periodically update customer telephone numbers and service addresses and provide such information to each PSAP and secondary PSAP within the 9-1-1 system. The 9-1-1 service district shall determine the period within which the service supplier shall update customer telephone numbers and service addresses. Expenses incurred in providing this information shall be included in the price of the system. Private listing service customers in a 9-1-1 service district shall waive the privacy afforded by nonlisted and nonpublished numbers to the extent that the name and address associated with the telephone number may be furnished to the 9-1-1 system.

Sec. 317. Name, address, and telephone number information provided to a 9-1-1 system by a service supplier shall be used only for the purpose of identifying the telephone location or identity, or both, of a person calling the 9-1-1 emergency telephone number and shall not be used or disclosed by the 9-1-1 system agencies, their agents, or their employees for any other purpose, unless such information is used or disclosed pursuant to a court order. A person who violates this section is guilty of a misdemeanor.

Sec. 318. A county or public agency may enter into an agreement with a public safety agency of another county or public agency, or of the state, to serve as a PSAP or secondary PSAP for such county or public agency in a 9-1-1 system implemented pursuant to this act.

CHAPTER IV

Sec. 401. (1) As soon as feasible after installation and commencement of operation of a 9-1-1 system in a 9-1-1 service district, the service supplier shall provide a billing and collection service for an emergency telephone charge from all service users of the service supplier within the 9-1-1 service district. The emergency telephone charge shall be uniform per each exchange access facility within the 9-1-1 service district. The portion of the emergency telephone charge which represents start-up costs, nonrecurring billing, installation, service, and equipment charges of the service supplier, including the costs of updating equipment necessary for conversion to 9-1-1 service, shall be amortized over a period not to exceed 5 years, as approved by the public service commission, and shall be billed and collected from all service users only until such amounts are fully recouped by the service supplier. Recurring costs and charges included in the emergency telephone charge shall continue to be billed to the service user. Subject to the limitation provided by subsection (2), the amount of the emergency telephone charge to be billed to the service user shall be computed by dividing the total emergency telephone charge by the number of exchange access facilities within the 9-1-1 service district.

(2) The amount of emergency telephone charge payable monthly by a service user for recurring costs and

charges shall not exceed 2% of the highest monthly base rate charged by the service supplier for 1-party unlimited calling within the 9-1-1 service district. The amount of emergency telephone charge payable monthly by a service user for nonrecurring costs and charges shall not exceed an additional like amount. The difference, if any, between the amount of the emergency telephone charge computed under subsection (1) and the maximum permitted under this subsection shall be paid by the county from funds available to the county or through cooperative arrangements with public agencies within the 9-1-1 service district.

(3) The emergency telephone charge shall be collected in accordance with the regular billings of the service supplier. The emergency telephone charge payable by service users pursuant to this act shall be added to and may be stated separately in the billings to service users.

Sec. 402. Each billed service user shall be liable for any emergency telephone charge imposed on the service user pursuant to this act.

Sec. 403. Each service supplier shall be solely responsible for the collection of the emergency telephone charge and may take any legal action to collect these charges. The county implementing 9-1-1 service pursuant to this act and public agencies all or part of which are included within the 9-1-1 service district shall not be liable for the collection of emergency telephone charges imposed on service users pursuant to this act.

Sec. 404. After commencement of collection of the emergency telephone charge within a particular 9-1-1 service district, a service supplier providing or designated to provide 9-1-1 service pursuant to this act shall not alter the emergency telephone charge collected from service users within the 9-1-1 service district pursuant to this act except as follows:

(a) As provided in section 405.

(b) Subject to the limitations provided by section 401(2), if additions or withdrawals of PSAPs or secondary PSAPs are made to the 9-1-1 service within a 9-1-1 service district pursuant to this act, the emergency telephone charge shall be increased or decreased in an amount such that the total emergency telephone charges to be collected in such billing period and in each billing period thereafter shall equal the total cost of providing 9-1-1 service within the 9-1-1 service district based on the rates and charges of the service supplier.

(c) Subject to the limitations provided by section 401(2), if a public agency is added to or withdraws from a 9-1-1 service district pursuant to this act, the emergency telephone charge shall be increased or decreased within the jurisdiction of the particular public agency in an amount such that the total emergency telephone charges to be collected in such billing period and in each billing period thereafter shall equal the total cost of providing 9-1-1 service within the modified 9-1-1 service district based on the rates and charges of the service supplier.

Sec. 405. (1) Within 90 days after the first day of the calendar year following the year in which a service supplier commenced collection of the emergency telephone charge pursuant to section 401, and within 90 days after the first day of every calendar year thereafter, a service supplier providing 9-1-1 service pursuant to this act shall make an annual accounting to the 9-1-1 service district of the total emergency telephone charges collected during such preceding calendar year.

(2) If an annual accounting made pursuant to subsection (1) discloses that the total emergency telephone charges collected during the preceding calendar year exceeded the total cost of installing and providing 9-1-1 service within the 9-1-1 service district for the preceding calendar year according to the rates and charges of the service supplier, the service supplier shall credit the emergency telephone charge collected from service users in the 9-1-1 service district in an amount computed pursuant to this section. The amount of the credit shall be computed by dividing such excess by the number of exchange access facilities within the 9-1-1 service district as such district existed for the billing period immediately following the annual accounting. Costs of the service supplier associated with making credit under this subsection as part of the billing and collection service shall be deducted from the amount to be credited.

(3) If the annual accounting discloses that the total emergency telephone charges collected during the calendar year are less than the total cost of installing and providing 9-1-1 service within the 9-1-1 service district for such preceding calendar year according to the costs and rates of the service supplier, the service supplier shall collect an additional charge from service users in the 9-1-1 service district in an amount computed pursuant to this section. Subject to the limitations provided by section 401(2), the amount of the additional charge shall be computed by dividing the amount by which such total cost exceeded the total emergency telephone charges collected during the preceding calendar year by the number of exchange access facilities within the 9-1-1 service district as such district existed for the billing period immediately following the annual accounting.

CHAPTER V

Sec. 501. (1) After installation and commencement of operation of a 9-1-1 system implemented pursuant to this act, a public safety agency serving a public agency or county within the 9-1-1 service district may be added

to the 9-1-1 system as a PSAP or a secondary PSAP by giving written notice of intent to function as a PSAP or secondary PSAP as provided in section 307 to the county clerk. Within 5 days of receipt of the notice, the county clerk shall forward the written notice to the service supplier. The public safety agency shall commence to function as a PSAP or secondary PSAP as soon as feasible after giving the written notice.

(2) The costs of equipment installation or system modification, or both, necessary for a public safety agency to function as a PSAP or secondary PSAP pursuant to subsection (1) shall be paid directly by the public safety agency and shall not be collected from service users in the 9-1-1 service district.

Sec. 502. (1) After installation and commencement of operation of a 9-1-1 system implemented pursuant to this act, a public safety agency serving a public agency or county within the 9-1-1 service district shall cease to function as a PSAP or a secondary PSAP 60 days after giving written notice thereof to the county clerk. Within 5 days after receipt of the notice, the county clerk shall forward the written notice to the service supplier.

(2) Notwithstanding any provision of this act to the contrary, any costs incurred by a service supplier for equipment removal or system modification necessary for a public safety agency to cease functioning as a PSAP or secondary PSAP pursuant to subsection (1) shall be paid directly by the public safety agency and shall not be collected from service users in the 9-1-1 service district.

Sec. 503. After installation and commencement of operation of a 9-1-1 system implemented pursuant to this act, all or part of the jurisdiction of a public agency within the county shall be added to the 9-1-1 service district pursuant to section 504 if both of the following occur:

(a) The legislative body of the public agency adopts a resolution including all or part of the public agency within the 9-1-1 service district.

(b) A certified copy of the resolution adopted by the legislative body of the public agency is forwarded by certified mail, return receipt requested, to the county clerk.

Sec. 504. Within 5 days after receipt of a certified copy of a resolution adopted by a public agency pursuant to section 503, the county clerk shall forward the certified copy of the resolution to the service supplier by certified mail, return receipt requested. Within a reasonable time after the service supplier receives the certified copy of the resolution, the service supplier shall commence 9-1-1 service to all or part of the jurisdiction of the public agency, as the case may be, and after commencement of such service shall commence the collection of the emergency telephone charge, in accordance with this act, from service users within all or part of the jurisdiction of the public agency added to the 9-1-1 service district.

Sec. 505. After installation and commencement of operation of a 9-1-1 system implemented pursuant to this act, a public agency all or part of which is included within a 9-1-1 service district may withdraw all or part of its jurisdiction from a 9-1-1 service district effective January 1 of the following year if all of the following occur:

(a) The public agency, after giving notice required in subdivisions (b) and (c), conducts a public hearing on the withdrawal at which all persons attending are afforded a reasonable opportunity to be heard.

(b) Written notice of the time, date, and place of the public hearing conducted by the public agency is given to the county clerk and the clerk of each public agency within the 9-1-1 service district, at least 30 days prior to the date of the hearing.

(c) Notice of the time, date, place, and purpose of the public hearing is published twice in a newspaper of general circulation within the public agency, the first publication of the notice occurring at least 30 days prior to the date of the hearing.

(d) After the public hearing on withdrawal but prior to 90 days before the end of the calendar year, the legislative body of the public agency adopts a resolution withdrawing all or part of the area of the public agency from the 9-1-1 service district. Such resolution shall describe the area of the public agency withdrawing from the 9-1-1 service district. The resolution shall also state the emergency telephone number to be used within the jurisdiction of the public agency following withdrawal from the 9-1-1 service district.

(e) Within 5 days after adoption of the resolution by the legislative body of the public agency, the clerk or other appropriate official of the public agency shall forward such resolution by certified mail, return receipt requested, to the county clerk. Within 5 days of receipt of a certified copy of the resolution adopted pursuant to this section, the county clerk shall forward such resolution by certified mail, return receipt requested, to the service suppliers providing or designated to provide 9-1-1 service to the area of the public agency withdrawing from the 9-1-1 service district.

Sec. 506. Subject to the service limitations of the service supplier, a service supplier shall cease 9-1-1 service in the area of a public agency withdrawing from the 9-1-1 service district on the first day of the calendar year following the year in which the service supplier received a copy of the resolution adopted pursuant to section

505. The service supplier shall continue to collect the emergency telephone charge from all service users who continue to have 9-1-1 service, but the service supplier shall not collect the emergency telephone charge from service users within the area of the public agency withdrawing from the 9-1-1 service district who do not continue to have 9-1-1 service after the billing period in which the first day of the calendar year is included. The service supplier, using the calculations provided in section 405, shall credit or collect any additional charge from service users within the public agency withdrawing from the 9-1-1 service district.

Sec. 507. This act shall not be construed to prohibit a public agency or a county from contracting with a service supplier for 9-1-1 service within all or part of the jurisdiction of the public agency or county and paying for such service directly from the funds of the public agency or county.

CHAPTER VI

Sec. 601. The public service commission, upon request by a service supplier, county, public agency, or public service agency, shall provide, to the extent possible, technical assistance regarding the formulation or implementation or both of a 9-1-1 service plan.

Sec. 602. A dispute between or among 1 or more service suppliers, counties, public agencies, public service agencies, or any combination thereof regarding their respective rights and duties under this act shall be heard as a contested case before the public service commission as provided in the administrative procedures act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.201 to 24.328 of the Michigan Compiled Laws.

Sec. 603. The public service commission shall review and make findings regarding the implementation of 9-1-1 emergency service in this state pursuant to this act and shall, not later than 3 years after the effective date of this act, report its findings and any recommendations for improving the procedures under this act to each house of the legislature.

Sec. 604. Other than for pro rata charges for the service during a period when the service may be fully or partially inoperative, a service supplier, public agency, PSAP, or an officer, agent, or employee of any service supplier, public agency, or PSAP, or an owner or lessee of a pay station telephone shall not be liable for civil damages to any person as a result of an act or omission on the part of the service supplier, public agency, PSAP, or an officer, agent, or employee of any service supplier, public agency, or PSAP, or an owner or lessee in complying with any provision of this act, unless the act or omission amounts to gross negligence or willful and wanton misconduct.

CHAPTER VII

Sec. 701. As used in this chapter, "committee" means the emergency telephone service committee created in section 702.

Sec. 702. An emergency telephone service committee is created within the department of management and budget to develop statewide standards and model system considerations and make other recommendations for emergency telephone services.

Sec. 703. (1) The committee shall consist of 13 members as follows:

- (a) The director of the department of state police or his or her designated representative.
- (b) The director of public health or his or her designated representative.
- (c) The chair of the Michigan public service commission or his or her designated representative.
- (d) The president of the Michigan sheriff's association or his or her designated representative.
- (e) The president of the Michigan association of chiefs of police or his or her designated representative.
- (f) The president of the Michigan fire chiefs association or his or her designated representative.
- (g) The executive director of the Michigan association of counties or his or her designated representative.
- (h) The director of the office of criminal justice or his or her designated representative.
- (i) Three members of the general public, 1 member to be appointed by the governor, 1 member to be appointed by the speaker of the house of representatives, and 1 member to be appointed by the majority leader of the senate. The 3 members of the general public shall have expertise relating to emergency radio communications, dispatching, and services or to telephone systems. The members of the general public shall serve for terms of 2 years.
- (j) The executive director of the Michigan fraternal order of police or his or her designated representative.

- (k) The president of the Michigan state police troopers association or his or her designated representative.
- (2) The committee shall elect 1 of its members to serve as chairperson. The chairperson of the committee shall serve for a term of 1 year.
- (3) Members of the committee shall serve without compensation, but shall be entitled to actual and necessary expenses incurred in the performance of official duties under this chapter.

Sec. 704. The committee shall do all of the following:

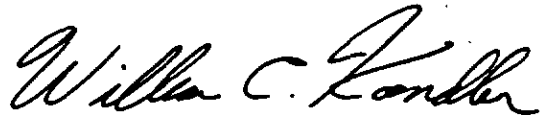
- (a) Organize and adopt standards governing the committee's formal and informal procedures.
- (b) Meet at a place and time specified by the chairperson.
- (c) Keep a record of the proceedings and activities of the committee.
- (d) Provide recommendations to public safety answering points and secondary public safety answering points on statewide technical and operational standards for PSAPs and secondary PSAPs.
- (e) Provide recommendations to public agencies concerning model systems to be considered in preparing a 9-1-1 service plan.
- (f) Research and make recommendations to the legislature no later than March 31, 1993 on coordination and establishment of a statewide emergency telephone service.
- (g) Research and make recommendations to the legislature and the department of management and budget on providing statewide staff assistance to 9-1-1 service districts.

Sec. 705. The business which the committee may perform shall be conducted at a public meeting of the committee held in compliance with the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

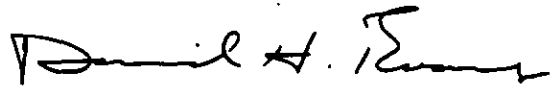
Sec. 706. A writing prepared, owned, used, in the possession of, or retained by the committee in the performance of an official function shall be made available to the public in compliance with the freedom of information act, Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

Sec. 707. This chapter is repealed effective March 31, 1993.

This act is ordered to take immediate effect.



Secretary of the Senate.



Clerk of the House of Representatives.

Approved.....

.....
Governor.

ST. CLAIR COUNTY
EMERGENCY TELEPHONE SERVICE DISTRICT PLAN

Notice of Agency's Intent to Function as a
PUBLIC SAFETY ANSWERING POINT (PSAP) OR SECONDARY PSAP

Notice of intent to function as a Public Safety Answering Point (PSAP) or a Secondary PSAP in the St. Clair County Emergency Telephone Service District Plan may be filed by completing this form and returning it to the St. Clair County Clerk's Office at:

St. Clair County Clerk
County Building
201 Mc Morran Boulevard
Port Huron, Michigan 48060

PURSUANT TO SECTION 307 OF PUBLIC ACT 32 OF 1986, AS AMENDED,

SHALL FUNCTION AS

A PRIMARY PSAP, OR AS A SECONDARY PSAP WITHIN THE SERVICE DISTRICT AS DEFINED IN THE TENTATIVE 9-1-1 SERVICE PLAN ADOPTED BY RESOLUTION OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS ON THE _____th DAY OF _____, 1992.

Signature of Authorized Official

Date of Signature

Print or Type Name of Official

Position of Title of Official

Name of Agency

ST. CLAIR COUNTY 9-1-1 TELEPHONE SERVICE PROJECT

ENHANCED 9 1 1 TELEPHONE SURVEY

To formulate the general public's feeling and acceptance of a county-wide 9-1-1 emergency telephone system; an informal survey was conducted by telephone. The survey was conducted over a three week period, with randomly selected telephone numbers being furnished to the Director of Communications who conducted survey.

The following questions were asked of those telephone users who were contacted. Total number of calls made were 750.

1. HOW IMPORTANT DO YOU FEEL A 9-1-1 EMERGENCY PHONE NUMBER WOULD BE FOR ST. CLAIR COUNTY?
 - a. Important
 - b. Neutral
 - c. Unimportant

2. WOULD YOU SUPPORT A SPECIAL MILLAGE NOT TO EXCEED ONE MILL (.001) FOR IMPLEMENTATION AND OPERATION OF THIS 9-1-1 SERVICE? THIS EQUATES TO \$1.00 FOR EACH \$1,000.00 OF YOUR STATE EQUALIZED VALUE.
 - a. Yes
 - b. No

3. WOULD YOU BE WILLING TO SUPPORT THIS 9-1-1 SERVICE THROUGH ALTERNATIVE FUNDING, SUCH AS A USER'S FEE OR A FEE THAT IS CHARGED TO YOUR TELEPHONE BILL, NOT TO EXCEED \$2.00 PER MONTH?
 - a. Yes
 - b. No

4. ARE YOU A HOMEOWNER OR DO YOU RENT?
 - a. Own
 - b. Rent

ST. CLAIR COUNTY 9-1-1 TELEPHONE SERVICE PROJECT

ENHANCED 9 1 1 TELEPHONE SURVEY

TELEPHONE SURVEY RESULTS

Question #1:

Percent of those who feel 9-1-1 is important	92%
Percent of those who neutral on 9-1-1	6%
Percent of those who feel 9-1-1 is unimportant	2%

Question #2:

Percent who support a millage issue	70%
Percent who don't support millage issue	26%
Percent undecided on a millage issue	4%

Question #3:

Percent who support alternative funding	82%
Percent who don't support alternative funding	18%

Question #4:

Percent of those who are homeowners	86%
Percent of those who are renters	14%

OTHER TRENDS SHOWN BY SURVEY

Homeowners who support a millage issue	64%
Renters who support a millage issue	7%

Homeowners who support alternative funding	72%
Renters who support alternative funding	10%

RESOLUTION 92-08

ADOPTING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY
ST. CLAIR COUNTY SHERIFF
AND
ST. CLAIR COUNTY SHERIFF CIVILIAN SUPERVISORS - AFSCME

WHEREAS, the St. Clair County Sheriff Department
Civilian Supervisors - AFSCME 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,

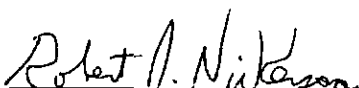
WHEREAS, the County of St. Clair and the St. Clair
County Sheriff have authority and responsibility to bargain on
matters of wages and working conditions; and,

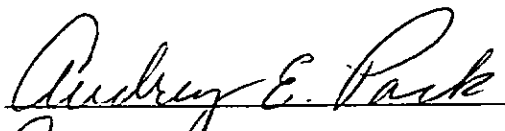
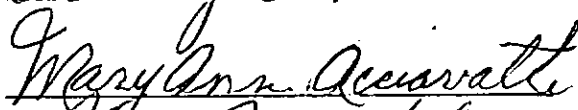
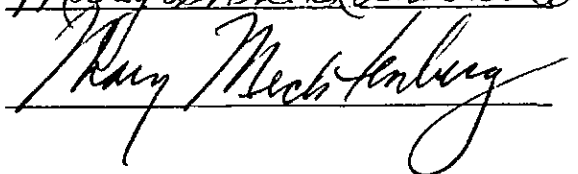
WHEREAS, the parties have collectively bargained mutually
acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective
Bargaining Agreement (Attached Exhibit "A"), for the period January
1, 1992 through December 31, 1995, is hereby approved and adopted.

DATED: March 25, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

DRAFT COPY

AGREEMENT

BETWEEN

THE ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

and

THE ST. CLAIR COUNTY
SHERIFF DEPARTMENT CIVILIAN SUPERVISORS

JANUARY 1, 1992

THROUGH

DECEMBER 31, 1995

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ARTICLE I
AGREEMENT

1.1: This Agreement made and entered in for the period January 1, 1992 through December 31, 1995 between the Board of Commissioners of the County of St. Clair and the Sheriff of St. Clair County, hereafter referred to as the "Co-Employer", and the St. Clair County Sheriff Department Supervisors - AFSOME, hereafter referred to as the "Union."

ARTICLE II
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 Union, which will serve to the best interests of all concerned.

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

ARTICLE III
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all employees of the following classifications employed in the St. Clair County Sheriff's Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and working conditions for the term of the Agreement as follows:

SERVICE BUREAU MANAGER
DIRECTOR OF COMMUNICATIONS

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: A temporary employee shall be defined as an employee hired for a definite predetermined period of time not to exceed six (6) months, provided, however, if a temporary employee is hired to replace a permanent employee on leave of absence, they may retain their temporary status for a period of said leave of absence.

ARTICLE IV
MANAGEMENT RIGHTS

4.1: 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 decide the number of employees, 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 qualification; 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 V
CONTRACT SERVICES

5.1: Due to the high cost of maintaining and operating the Sheriff's Department, the Sheriff and the County may determine it necessary to provide its services to communities within the County on a contractual basis or to take advantage of available grants and aids. Funding obtained by any of these means shall be defined as a contract service.

5.2: The Sheriff and County shall have exclusive responsibility and authority to determine the providing of contract services.

5.3: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement by the Sheriff, Board of Commissioners and the contractee that is being provided services. At the Union's request, full terms and conditions of the contract will be provided the Union. Be it further provided, subsequent renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.4: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee

compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the layoff and recall provision of this Agreement.

ARTICLE VI
AGENCY SHOP

6.1: 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 Union and pay the monthly union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

6.3: For those employees for who properly executed payroll deduction authorization forms are delivered to the Personnel Office the Employer will deduct Union dues or representation fees each from the first two (2) pay periods of each month as per such authorization and shall remit to the AFSOME any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.4: If the bargaining unit member fails to comply the AFSOME shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period.

6.5: "The AFSOME 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 AFSOME certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing and administration of this Agreement.)

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

6.7: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that the purposes of complying with the provisions of this Article. It is further agreed that neither any employee nor the Union 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 deducted from the employees pay. In no case shall the County be responsible to pay the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employees.

ARTICLE VII
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than one (1) representative. The name and classification of this employee shall be communicated in writing to the Sheriff and Personnel Officer of the County upon their selection and/or subsequent change.

7.2: 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 Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: 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 conventions or activities. Be it provided, however, that no more than one (1) employee shall be granted leave at any one time and that such leave 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 VIII
GRIEVANCE PROCEDURE

8.1: STEP 1

- A. Any employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) calendar days of the alleged grievance, take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a union representative present at this step.
- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.

8.2: 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 office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the union, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

8.3: STEP 3

- A. Grievances shall be considered settled at Step 2 unless delivered to the Personnel Office within seven (7) calendar days after completion of Step 2. The Personnel Officer shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.
- 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 Representative(s) 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 Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their union representative(s) theretofore designated as grievance representatives and such other Union representative it wishes to have present.
- D. The grievance representative of the Employer shall deliver the decision of the Employer to the union in writing within ten (10) work days excluding holidays and weekends 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 parties.
- F. 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.
- G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3.
- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

8.4: STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration 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 Personnel Officer and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the American Arbitration Association, Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. The fee and expenses of the arbitrator shall be borne completely by the party which fails to prevail. 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 Step 1 (A) of this article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications or a specified article and section of this Agreement.
- E. 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.
- F. 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 County and Sheriff, except as specifically limited by express provisions of the Agreement.
- G. 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 IX
SENIORITY

9.1: New employees hired in the Unit shall be required to serve an orientation period of one hundred and eighty (180) calendar days from the actual date of assuming the position. After completion of the orientation period, the employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriff's Department.
- C. Bargaining Unit Seniority - The most recent date of full time continuous employment within the bargaining unit.
- D. Classification Seniority - The most recent date of full time continuous employment within the classification.

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

ARTICLE X
LOSS OF SENIORITY

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

- A. Is discharged and discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the Sheriff or designated representative during the two (2) day period. Exceptions may be made by the Sheriff or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. 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.
- C. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- D. Retirement.
- E. The employee resigns.
- F. Death.

ARTICLE XI
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 Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. 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 a complaint 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.

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 Union during this review.

11.3: 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 an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE XII LAYOFF AND RECALL

12.1: Layoff shall mean a reduction in the work force due to a decrease of work, restructuring, or budget limitation as determined by the Employer.

12.2: 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.

12.3: The method of layoff, insofar as it does not violate any provision herein, shall not be subject to the grievance procedure.

12.4: 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.

12.5: When a layoff is necessary, temporary and probationary employees in the affected classification 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.

12.6: 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.

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

12.8: 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 two (2) years.

12.9: Recall from layoff shall mean a return to work from layoff.

12.10: When a recall from layoff is determined to be necessary by the Employer, the most senior employee in the classification who is laid off and who is qualified to perform the function required by the Employer shall be recalled.

12.11: 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.

12.12: 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.

12.13: 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.

ARTICLE XIII TRANSFERS

13.1: If an employee transfers to a position with the Employer not included in the bargaining unit and thereafter within six (6) months transfers back to a position within the bargaining unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

13.2: 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 organizational component, and there are no other current vacancies to which he may transfer, he shall be deemed to have resigned.

ARTICLE XIV
EMPLOYEE RECORD REVIEW

14.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

14.2: The employee may inquire into disciplinary action taken against the employee provided in the Employer's record. The Employer shall provide copies of all such documentation at the expense of the employee.

14.3: 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.

14.4: 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 their employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE XV
TEMPORARY ASSIGNMENTS

15.1: 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.

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

15.3: A temporarily assigned employee shall not be paid the rate consistent with the position for working five (5) or fewer work days. Upon working the sixth (6) day, the employee shall be entitled pay back to the first day of 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.

15.4: A temporary employee is an employee hired to perform a function either full time or part 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 one (1) year. The temporary status of a seasonal employee shall not exceed ninety (90) work days. A temporary employee shall not be eligible for fringe benefits.

ARTICLE XVI
LEAVES OF ABSENCE

- 16.1: An employee may request a leave of absence for:
- A. Serious or critical illness of their spouse, child, or parent;
 - B. Personal illness (physical or mental); or,
 - C. Educational purposes.
 - D. Serving in any union position.
- 16.2: 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.
- 16.3: The leave of absence for personal illness shall be consistent with the provisions of Article XX - 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 County. Such leave shall not extend beyond one (1) year. 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.
- 16.4: An educational leave without pay (except when required by the County) may be granted for a reasonable interval consistent with meeting the operational needs of the department or it shall be denied.
- 16.5: 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.
- 16.6: 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.
- 16.7: Any request for a leave of absence shall be made in writing and approval or denial shall be in writing.
- 16.8: 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.
- 16.9: 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 XX - Sick Days and Disability Insurance, Section 10.

ARTICLE XVII
CAREER ENRICHMENT

17.1: Employees who attend conferences, seminars or other educational or business related functions shall be reimbursed for the following expenses:

- a. Travel: According to Article XXVIII, Mileage Allowance or the least expensive mode of travel, by way of example: if the cost of round trip coach air fare is less than automobile mileage, the former shall apply.
- b. Lodging: Reimbursement for out-of-County lodging will be provided subsequent to submission of a receipt to the office of the Controller.
- c. Meals: Reimbursement for out-of-County meals will be provided subsequent to submission of a receipt.

Conference and seminar fees will be paid by the County when approval is granted by the Sheriff.

17.2: Advance payment may be made for such things as airline tickets and registration fees. Requests for advance payment shall be made via voucher to the office of the Controller.

17.3: To assure prompt reimbursement and/or payment, expense vouchers should be submitted within thirty (30) days of the incurred expense.

17.4: 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.

17.5: 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.

17.6: The Sheriff's 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 Department Head 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 17.7. 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.

17.7: Reimbursement shall not exceed \$600.00 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 to deduct 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.

17.8: The County shall determine whether books, manuals, and supplies reimbursed by the County shall become the property of the County.

17.9: An employee shall have at least one year of full time service with the County to be eligible for consideration.

17.10: 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 or wage grade based upon completion of the course or attainment of a degree or certification.

17.11: An employee shall not be entitled to attend class or complete class assignments during regularly scheduled working hours at the expense of the County. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment, or personnel without the Sheriff's approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE XVIII
WORKING HOURS AND OVERTIME

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

18.2: Any change in the number of working hours in a day or week shall be reviewed jointly by the parties. The parties shall be entitled to mutually agree to flexible hours and scheduling for a predetermined period of time to promote the efficiency of the operation of the Sheriff Department.

18.3: Each full time employee shall be entitled to two (2) fifteen (15) minute breaks; one in the first half of the work day and one in the second half. Each full time employee shall be entitled to a one (1) hour lunch period. The employee shall schedule their breaks and the lunch period in a manner that maintains the efficiency of their division and consistent with the direction of the Sheriff.

18.4: The Sheriff or designee shall have authority to approve and when necessary compel overtime.

18.5: It is recognized that each employee is exempt from the Fair Labor Standards Act. Hours worked beyond seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week shall be compensated at one and one-half (1 1/2) times the base hourly rate. Should an employee work overtime they shall be entitled to compensatory time for the first twenty-two and one-half (22 1/2) hours. After the employee has accrued twenty-two and one-half (22 1/2) hours of compensatory time additional overtime shall be paid or compensatory time provided as mutually agreed by the Sheriff and the employee. In the event no mutual agreement is reached, the employee shall be paid.

ARTICLE XIX
JOB POSTING

19.1: When a vacancy occurs, the Employer shall post a job vacancy notice in a conspicuous place. The local president shall be provided a copy of the job posting.

19.2: The posting shall indicate:

- a. Classification (Job Title);
- b. The qualifications for the job;
- 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.

19.3: The posting shall be for a period of five (5) consecutive working days (excluding Saturday, Sunday and holidays).

19.4: Employees applying for the position shall make written application on a form provided by the Personnel Office. Applications shall be submitted to the Personnel Office 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
- d. Qualifications for the job.

19.5: The Sheriff shall consider each employee from within the Bargaining Unit who applies and who possesses the necessary qualifications. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. Nothing shall prohibit the Sheriff from external recruitment of the vacancy.

19.6: The employee awarded the job shall be required to satisfactorily complete a six (6) month trial period. The employee who fails to satisfactorily complete the trial period shall revert to the position formerly held. The Sheriff 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.

19.7: When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step (to their current compensation) in the new classification.

ARTICLE XX
SICK DAYS AND DISABILITY

20.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by these policies. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

20.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

20.3: 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. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave to a member of the immediate family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee may be required to provide proof of illness to spouse, parent or child and/or death of immediate family member. In the event of extenuating circumstances the Sheriff may grant additional paid funeral leave from sick days.

20.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

20.5: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness may 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 ninety calendar days. The employee who fails to provide appropriate medical verification when required by the Sheriff, shall not only be denied sick day compensation, but shall be subject to discipline.

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

20.7: 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, Social Security and/or Worker's Compensation.

20.8: 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 employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits 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.

20.9: 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.

20.10: 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 County shall require prepayment of all premium costs.

B. 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.

20.11: 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.

20.12: The employee shall be eligible to supplement disability compensation with vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary.

20.13: 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.

20.14: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article XVI - Leave of Absence.

20.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

20.16: 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 or more	50%

ARTICLE XXI
INJURY LEAVE WITH PAY
WORKER'S COMPENSATION

21.1: The County is required by law to participate in a Worker's Compensation Plan.

21.2: When an employee is injured during their scheduled working hours, 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 Personnel Office.

21.3: In the event of an alleged injury, the supervisor shall immediately contact the Sheriff and the Personnel Office.

21.4: 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 on the ratio of four (4) sick days for each day of worker's compensation. In no case shall the sick days supplement exceed the employee's accrued sick days.

21.5: 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.

ARTICLE XXII
VETERANS

22.1: The Co-Employer shall comply with all federal and state laws pertaining to the employment and reemployment rights of veterans.

ARTICLE XXIII
UNION BULLETIN BOARD

23.1: The Union may use a bulletin board designated by the Sheriff for the purpose of posting notices of the following activities:

- A. Notice of union recreational and social events.
- B. Notice of union elections.
- C. Notice of results of union elections.
- D. Notice of union meetings.

ARTICLE XXIV
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 County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The County shall contribute seventy percent (70%) of the total contribution determined necessary. The employee shall contribute thirty percent (30%) of the total contribution determined necessary by way of bi-weekly payroll deduction.

24.3: 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.

24.4: A retiring employee 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 sixty-nine and six tenths (69.6%).

24.5: 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.

24.6: An employee disabled in conjunction with and as a result of their employment with the Sheriff department shall be eligible for disability pension. Be it provided to be eligible for disability pension the employee must have completed ten (10) years of service. The health care premium costs shall be borne by the retirement plan.

ARTICLE XXV
VACATIONS

25.1: All full time regular employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

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

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

25.4: 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 time.

25.5: Vacation days must have the prior approval of the Sheriff to be used. Approval shall be contingent upon meeting the operational needs of the Department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

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

25.7: 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 their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE XXVI
HOLIDAYS

26.1: Each full time employee shall be eligible for the following paid holidays. Holidays shall be patterned after those established by the State Supreme Court.

New Year's Day

Martin Luther King's Birthday (Third Monday of January)

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

December 24 (whenever Christmas day falls on Tuesday, Wednesday, Thursday or Friday)

Christmas Day

December 31 (whenever New Year's day falls on Tuesday, Wednesday, Thursday or Friday)

and such other holidays as may be established by the Board of Commissioners.

26.2: 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 on the following Monday.

26.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

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

26.5: An employee required to work a holiday shall be provided compensatory time at the rate of one and one-half (1 1/2) times for each hour worked. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply.

ARTICLE XXVII
HEALTH AND DENTAL CARE AND LIFE INSURANCE

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

Hospital Deductible \$150 - Employee/\$250 - Family
D45NM - TB and nervous and mental expense benefits
SAT - 2 - Substance abuse programs
Medicare 2 - 1 - Medicare complimentary coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co Pay - Prescription Drug Rider
Master Medical Option 3
Case Management
Precertification

- A. Employees hired on or after July 1, 1986 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- B. Employees hired prior to July 1, 1986 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1986 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost by way of payroll deduction.
- C. Employees hired prior to July 1, 1986 and with dependents enrolled prior to July 1, 1986 shall pay none of the premium cost of the FC and/or SD riders which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after July 1, 1986 shall be subject to the provisions of 31.1:B.

27.2: 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 option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

27.3: The County shall have authority to select the health care provider provided such coverage is identical.

27.4: 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 of each month.

27.5: 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 OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * 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.

27.6: The Employer will provide a \$35,000 group life insurance plan for qualified insurance employees as the core option.

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

27.7: 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.

27.8: 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 procedure to apply for and modify insurance benefits.

ARTICLE XXVIII

MILEAGE

28.1: Employees who are required to use their own vehicles to conduct County business shall be compensated for each mile driven at the maximum non-taxable rate established by the I.R.S.

ARTICLE XXIX
WAGES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>	<u>5 YR.</u>
<u>Effective January 1, 1992</u>							
Service Bureau Manager	21,496	21,926	22,363	23,258	24,188	25,156	26,414
Communications Director	23,690	24,164	24,647	25,633	26,658	27,724	29,110

	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>	<u>5 YR.</u>
<u>Effective January 1, 1993</u>							
Service Bureau Manager	22,356	22,803	23,258	24,188	25,156	26,162	27,470
Communications Director	24,638	25,131	25,633	26,658	27,724	28,833	30,275

	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>	<u>5 YR.</u>
<u>Effective January 1, 1994</u>							
Service Bureau Manager	23,250	23,715	24,188	25,156	26,162	27,209	28,569
Communications Director	25,623	26,136	26,658	27,725	28,833	29,986	31,486

	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>	<u>5 YR.</u>
<u>Effective January 1, 1995</u>							
Service Bureau Manager	24,296	24,782	25,276	26,288	27,339	28,433	29,855
Communications Director	26,776	27,312	27,858	28,972	30,131	31,336	32,902

ARTICLE XXX
TERMINATION OF AGREEMENT

30.1: This Agreement shall be in effect and become operative January 1, 1992 and shall continue in operation and effect through December 31, 1995. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to December 31, 1995 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 January 1, 1996 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION

FOR THE COUNTY

Sheriff

Date

Date

LETTER OF UNDERSTANDING
REGARDING
DAMAGED CLOTHING

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Civilian Supervisors - AFSCME hereby establish and agree that clothing damaged in the normal course of duties shall be repaired, cleaned or reimbursed at the expense of the Employer provided:

1. The employee exercised appropriate precaution and care.
2. The employee was not negligent.
3. The precipitating event was abnormal and unusual.
4. The Employer shall not be held accountable for normal wear and tear.
5. The repair and/or cleaning will be paid to the employee upon providing a receipt.
6. Reimbursement shall be at the value of the clothing item at the time of damage.
7. Reimbursement shall not exceed one-hundred dollars (\$100.00) per item.

FOR THE EMPLOYER

FOR THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 24
RETIREMENT

The County of St. Clair, and the Sheriff Department Civilian Supervisors, hereby establish and agree that individual bargaining unit members who are members upon the date of this Agreement, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article 24 - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable.

Employees who become subject to representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE EMPLOYER

FOR THE UNION

DATE

DATE

RESOLUTION 92-07

AMENDING THE ST. CLAIR COUNTY EMPLOYEES'
RETIREMENT SYSTEM ORDINANCE

WHEREAS, the St. Clair County Employees' Retirement System Ordinance is printed in booklet form entitled "St. Clair County Employees' Retirement Plan" which was adopted by the Board of Supervisors, January 1, 1964; and,

WHEREAS, the St. Clair County Employees' Retirement System Ordinance was updated by amendments on January 1, 1972, January 1, 1979, and January 1, 1990; and,

WHEREAS, the Trustees of the St. Clair County Employees' Retirement System have been reviewing and rewriting language to bring the plan in conformity with current legislation concerned therewith; and,

WHEREAS, the Trustees of the St. Clair County Employees' Retirement System have reviewed the aforesaid booklet and have prepared a proposed revised edition of said booklet incorporating therein the amendments thereto previously adopted and containing additional proposed amendments and corrections; and,

WHEREAS, said pension booklet language has been reviewed and approved by both St. Clair County Corporation Counsel and the State of Michigan Attorney General's office; and,

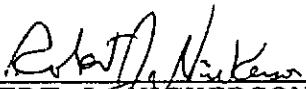
WHEREAS, a copy of the proposed revised booklet which was unanimously approved by the Trustees of the St. Clair County Employees' Retirement System on December 17, 1991, is attached hereto and made a part hereof as Addendum "A".


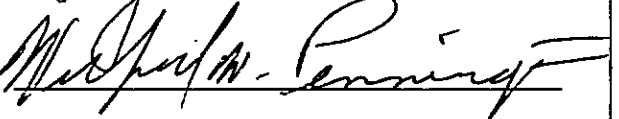
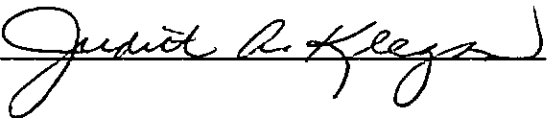
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Employees' Retirement System Ordinance may be and the same is hereby amended in accordance with Addendum "A" attached hereto, and be it further resolved that the Ordinance be reprinted in its entirety; and,

BE IT FURTHER RESOLVED, that the St. Clair County Employees' Retirement System Ordinance as amended herewith, shall be in effect retroactive to January 1, 1992.

DATED: March 25, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

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AN ORDINANCE AMENDING AND RESTATING THE ST. CLAIR COUNTY EMPLOYEES' RETIREMENT SYSTEM ORDINANCE TO INCORPORATE ACCUMULATED CHANGES, REMOVE OBSOLETE MATERIAL, AND TO CONFORM TO APPLICABLE PROVISIONS OF STATE AND FEDERAL LAW.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR:

that the St. Clair County Employees' Retirement System ordinance is hereby amended and restated in its entirety to read as follows:

ARTICLE I

Retirement System Effective Date; Continuation; Purpose.

Section 1.1. The St. Clair County Employees' Retirement System, under the authority of Section 12a of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended, is continued for the purpose of providing retirement income to qualifying employees and former employees, and survivor income to their qualifying beneficiaries.

Short Title; Application; Effective Date of Restatement.

Section 1.2. (a) This ordinance may be cited as the St. Clair County retirement ordinance.

(b) This restatement will apply to individuals employed by the county on and after the effective date of the restatement. The retirement rights of an individual whose county employment terminated before the effective date of this restatement will be governed by the provisions of the retirement system ordinance in effect on the date the individual last terminated county employment.

(c) This ordinance shall become effective immediately upon final passage by the Board of Commissioners of the County of St. Clair on January 1, 1990 and after having been approved by the county pension plan committee if required under MCLA 46:12a (13).

Financial Benefits; Annual Funding

Section 1.3. (a) The accrued financial benefits of each pension plan and retirement system of the state and its political subdivisions shall be a contractual obligation thereof which shall not be diminished or impaired thereby.

(b) Financial benefits arising on account of service rendered in each fiscal year shall be funded during that year and such funding shall not be used for financing unfunded accrued liabilities.

ARTICLE II

Definitions.

Section 2.1. As used in this ordinance:

(a) "Accumulated member contributions" means the balance in a member's individual account in the reserve for member contributions.

(b) "Beneficiary" means an individual who is being paid or who has entitlement to the future payment of a pension on account of a reason other than the individual's membership in the retirement system.

(c) "Compensation" means the salary or wages paid an employee for personal services rendered the county while a member of the retirement system. Salary and wages shall include: longevity pay; cost of living allowance; overtime pay; shift differentials; pay for periods of absence from work by reason of vacation, holiday, and sickness; premium pay for educational achievements; severance and/or vacation pay-off; deferred compensation amounts under deferred compensation programs recognized by the Board of Trustees. Compensation shall not include any remuneration or reimbursement not specifically stated to be included, such as: allowances for clothing, equipment, cleaning and travel; reimbursement of expenses; bonuses, payments in consideration of unused sick leave; fringe benefit and any amount applicable to periods of employment other than the time period used to determine final average compensation.

(d) "County" means St. Clair County and shall include the St. Clair County Road Commission.

(e) "Final average compensation" means the average of the annual compensations paid a member during any five years of credited service producing the highest average, contained within the ten years of credited service immediately preceding the member's last termination of employment with the county, if the member has at least five years of credited service. Final average compensation means the aggregate amount of compensation paid a member divided by the member's years and fractions of a year of credited service if the member has less than five years of credited service.

(f) "Pension" means a series of equal monthly payments by the retirement system. Payment may be for a temporary period or throughout the future life of a retired member or beneficiary.

(g) "Retired member" means an individual who is being paid a pension on account of the individual's membership in the retirement system.

(h) "Service" means personal service rendered the county while a member of the retirement system and qualifying military service pursuant to Article IV and any service credited by specific Board resolution consistent with applicable law.

ARTICLE III

Included Positions.

Section 3.1. Included positions are:

The County Board of Commissioners, the Board of County Road Commissioners, The Social Services Board, and an individual who is employed by the county, its offices or departments, in a permanent position shall be a member of the retirement system unless employed in an excluded position enumerated in Article III. For purposes of this section, a permanent position is defined as a position normally requiring 1000 hours or more per calendar year. In case of doubt the Board of Trustees shall decide who is a member.

Excluded Positions.

Section 3.2. Excluded positions are:

(a) Positions which are compensated on a basis not subject to the withholding of Federal income taxes or FICA taxes by the county or to existing fringe benefits provided by the county.

(b) Any position held by a retired member pursuant to Section 6.7.

(c) Members of boards and commissions paid exclusively on a per diem basis.

(d) Any position held by a person who is included by law in any other pension or retirement system by reason of the compensation paid by the county, except the Federal Old Age, Survivors and Disability Insurance program.

(e) Temporary positions.

(f) Part-time employees. For purposes of this section, a part-time employee is an employee who is employed in a position normally requiring less than 1000 hours per calendar year.

(g) any persons engaged for special services on a contractual or fee basis, where they are not recipient of the standard existing fringe benefits provided by the county.

Termination of Membership.

Section 3.3. An individual shall cease to be a member of the retirement system upon termination of employment as provided for membership in Section 3.1 above or upon becoming employed in an excluded position. Upon re-employment by the county in an included position entitling the employee to membership, the individual shall again become a member.

Section 3.4. A member who ceases to be a member for a reason other than retirement or death shall be a vested former member if the member has 8 or more years of credited service, and individual's accumulated member contribution has not been refunded under provisions of Section 11.6.

ARTICLE IV

Credited Service: Earning of.

Section 4.1. Service rendered by a member shall be credited to the member's individual credited service account in accordance with rules the Board of Trustees shall prescribe. Service shall be credited to the nearest 1/12 year. A member in a position designated by the employer as a position normally requiring 1000 hours or more in a calendar year but less than 1950 hours in a calendar year shall receive credit for a fraction of a year. The fraction shall be equal to the number of hours worked during the calendar year divided by the number of full-time hours for the calendar year. In no case shall:

(a) More than one year of credited service be credited on account of all service rendered by a member in any one calendar year.

(b) Less than ten days of service in a calendar month be credited as a month of service.

Credited Service; Forfeiture of.

Section 4.2. Credited service shall be forfeited if an individual ceases to be a member and does not qualify as a vested former member. Credited service shall be forfeited if an individual, including a vested former member, receives a refund of accumulated member contributions.

Credited Service; Reinstatement of.

Section 4.3. A member may have forfeited credited service attributable to service rendered during a period in which the member was required to contribute to the retirement system restored upon satisfaction of each of the following conditions:

(a) The member acquires 2 years of credited service after returning to membership;

(b) The retirement system is paid the total amount of funds previously withdrawn by the member plus compound interest at the rate determined by the Board of Trustees from the dates of withdrawal to the dates of repayment;

(c) The repayment is initiated and completed within the time periods established by the Board of Trustees.

(d) The member elects to purchase credit for the service and makes the required contribution no later than the date provided for in subsection (1) or subsection (2), whichever is applicable.

(1) A person who is a member of the Retirement System on the effective date of this amendment, as set out in subsection (e), shall have until two (2) years from that date, or from the date on which they achieve two (2) years of credited service, as provided in subsection (a), whichever is later, to make the required contribution.

(2) A person who becomes a member of the Retirement System after the effective date of this amendment, as set out in subsection (e), shall have until one (1) year from the date they achieve two (2) years of credited service, as provided in subsection (a), to make the required contribution.

(e) The effective date of this amendment, for purposes of subsection (d) is January 1, 1992.

Military Service; (Intervening) Conditions for Credited Service.

Section 4.4. A member who enters any armed service of the United States shall be entitled to credited service for periods of active duty lasting 30 or more days, if each of the following conditions are satisfied:

(a) The member entered the armed service before June 1, 1980 or entered during a time of war or emergency condition on or after June 1, 1980;

(b) The individual is re-employed by the county within 1 year from and after the date of termination of active duty;

(c) The individual becomes a member and pays the retirement system the total amount of accumulated member contributions previously withdrawn, plus compound interest from the dates of withdrawal to the dates of repayment;

(d) The member has accumulated at least 8 years of credited service subject to applicable statutes.

(e) The member pays the retirement system 5% of the member's annual full-time rate of compensation at the time of payment multiplied by the period of service being purchased;

(f) Credited service shall not be granted for periods of military service which are or could be used for obtaining or increasing a benefit from another retirement system;

(g) No more than 5 years of credited service shall be granted on account of all military service of the member.

Military Service; (Non-intervening) Conditions for Credited Service.

Section 4.5. A member who has served in any armed service of the United States shall be entitled to credited service for periods of active duty lasting 30 or more days, if each of the following conditions are satisfied:

(a) The member has at least 8 years of credited service, not including any credited service acquired for intervening military service under the provisions of Section 4.4;

(b) The member pays the retirement system 5% of the member's annual, full-time rate of compensation at time of payment multiplied by the period of service being purchased;

(c) Armed service credited a member under this paragraph shall not exceed the smaller of 2 years and the difference between 5 years and the intervening armed service credited the member under Section 4.4;

(d) Credited service shall not be granted for periods of military service which are or could be used for obtaining or increasing a benefit from another retirement system;

(e) The member entered the armed service before June 1, 1980 or entered during a time of war or emergency condition on or after June 1, 1980;

(f) The member elects to purchase credit for the service and makes the required contribution no later than the date provided for in subsection (1) or subsection (2), whichever is applicable.

(1) A person who is a member of the Retirement System on the effective date of this amendment, as set out in subsection (g), shall have until two (2) years from that date, or from the date on which they achieve eight (8) years of credited service, as provided in subsection (a), whichever is later, to make the required contribution.

(2) A person who becomes a member of the Retirement System after the effective date of this amendment, as set out in subsection (g), shall have until one (1) year from the date they achieve eight (8) years of credited service, as provided in subsection (a), to make the required contribution.

(g) The effective date of this amendment, for purposes of subsection (f) is January 1, 1992.

Reciprocal Retirement System.

Section 4.6. The retirement system is a reciprocal retirement system under the provisions of Act 88, public Acts of 1961 of the State of Michigan, as amended. Affirmative action was taken by St. Clair County on April 19, 1966.

ARTICLE V

Benefit groups; Composition of.

Section 5.1. The following benefit groups are designated for the purpose of determining benefit eligibility conditions, benefit amounts, and member contribution rates.

(a) Benefit group general. All members not included in another benefit group.

(b) Benefit group sheriff deputy. All members employed in the sheriff department in the classification of Correction Officer, Deputy, Detective, Youth Service Detective, Corporal, Sergeant, Lieutenant, or Captain.

Benefit Groups; Effect on Retirement Eligibility

Section 5.2. Benefit eligibility conditions shall be those applicable to the member's benefit group at time of termination of membership.

Benefit groups; Effect on Pension Amount.

Section 5.3. Pension amounts shall be separately determined for each benefit group for which the member has credited service, using retirement system provisions in effect at the time of termination of membership, provided no accrued and vested benefits of members shall be diminished or decreased thereby. The amount of a pension under optional form of payment SL (sec. 6.4) is equal to the sum of separate amounts determined in accordance with the benefit formula applicable to each benefit group under which the retiring individual has credited service. The amount of pension attributable to credited service under a particular benefit group is equal to a fraction of the amount of pension determined as if the individual's total credited service in force was under the benefit group. The numerator of the fraction is the individual's credited service under the benefit group. The denominator of the fraction is the individual's total credited service.

ARTICLE VI

Normal Retirement; Conditions for.

Section 6.1. An individual may retire upon satisfaction of each of the following requirements.

(a) A written application for retirement, in the form prescribed by the Board of Trustees, has been filed with the retirement system.

(b) Membership is terminated immediately prior to effective date of retirement.

(c) The individual meets the applicable age and/or service requirements for normal retirement.

Normal Retirement; Age and Service Requirements.

Section 6.2. The age and/or service requirements for normal retirement are:

(a) Benefit group general. The individual has attained age 55 years and has 25 or more years of credited service; or the individual has attained age 60 years and has 8 or more years of credited service.

(b) Benefit group sheriff deputy. The individual has 25 or more continuous years credited service; or the individual has attained age 60 years and has 8 or more years of credited service or has attained age 55 years and has 25 or more years of credited service.

Upon normal retirement as provided in this section an individual shall be paid a pension computed according to section 6.4.

Normal Retirement; Vested Terminated Member.

Section 6.3 (a) A vested former member may retire upon attainment of age 55 if the vested former member has 25 or more years of credited service, upon attainment of age 60 if the vested former member has fewer than 25 years of credited service.

(b) Such a person shall not receive service credit for the period of his absence from county employment nor shall he or his beneficiary be entitled to any benefits not provided herein.

(c) Upon retirement as provided in this section a vested former member shall be paid a pension computed according to the provisions of Section 6.4 in effect on the date the employee ceased to be a member.

Normal Retirement Pension; Amount.

Section 6.4. The applicable benefit formulas under form of payment SL (Straight Life) are as follows:

(a) Benefit group general. Two percent (.02) of final average compensation multiplied by years of credited service.

(b) Benefit group sheriff deputy. Two percent (.02) of final average compensation multiplied by years of credited service. If the member or vested terminated member has credited service with more than one benefit group, the pension amount shall be computed in accordance with the provisions of Section 5.3.

Normal Retirement Pension; Maximum.

Section 6.5. The maximum amount of a pension is sixty-four percent (.64) of an individual's final average compensation.

Section 6.6. Age 65+ Check.

(a) A retired member who attains or has attained the age of 65 shall, in December of each year, receive a payment equal to \$12.50 for each complete calendar month in that year during which the retired member was 65 or more years of age. This payment shall be known as the Age 65+ Check.

(b) If a retired member should die after attaining age 65, but before either the initial Age 65+ Check or any subsequent Age 65+ Check is issued, a check will be issued to the retired member's estate equal to \$12.50 for each complete calendar month prior to retired member's death and subsequent to either his initial qualification or, if that initial qualification was in a prior calendar year, January 1st of the year in which death occurred. Payments shall not be pro rated for any period of time less than a calendar month.

Re-employment by County; Appointment; Election; Effect on Pension Payments

Section 6.7. Beginning December 31, 1991 if a retired member becomes re-employed, appointed or elected to a position with the county which is normally covered by the Retirement System and is then receiving retirement benefits of any nature from the retirement system, the following conditions apply:

(a) Payment of the pension or retirement benefit to the retirant shall be suspended if the retirant is employed by the county from which the retirant retired and the retirant does not meet the requirements of subdivision (b). Suspension of the payment of the pension or retirement benefit shall become effective the first day of the calendar month that follows the sixtieth day after the retirant is employed by the county. Payment of the pension or retirement benefit shall resume on the first day of the calendar month that follows termination of the employment. Payment of the pension or retirement benefit shall be resumed without change in amount or conditions by reason of the employment. The retirant shall not be a member of the plan during the period of employment.

(b) Payment of the pension or retirement benefit to the retirant shall continue without change in amount or conditions by reason of employment by the county from which the retirant retired if all of the following requirements are met:

(i) The retirant meets one of the following requirements:

(A) For any retirant, is employed by the county for not more than 1,000 hours in any 12-month period.

(B) For a retirant who was not an elected or appointed county official at retirement, is elected or appointed as a county official for a term of office that begins after the retirant's retirement allowance effective date.

(C) For a retirant who was an elected or appointed county official at retirement, is elected or appointed as a county official to a different office from which the retirant retired for a term of office that begins after the retirant's retirement allowance effective date.

(D) For a retirant who was an elected or appointed county official at retirement, is elected or appointed as a county official to the same office from which the retirant retired for a term of office that begins not less than 2 years after the retirant's retirement allowance effective date.

(ii) The retirant is not eligible for any benefits from the county other than those required by law or otherwise provided to the retirant by virtue of his or her being a retirant.

(iii) The retirant is not a member of the plan during the period of reemployment, does not receive additional retirement credits during the period of reemployment, and does not receive any increase in pension or retirement benefits because of the employment under this subdivision.

(c) Payment of the pension or retirement benefit to the retirant shall continue without change in amount or conditions by reason of the employment if the retirant becomes employed by a county other than the county from which the retirant retired. For the purposes of membership and potential benefit entitlement under the plan of the other county, the retirant shall be considered in the same manner as an individual with no previous record of employment by that county.

ARTICLE VII

Form of Payment of a Pension.

Section 7.1. A member may elect to have pension payments made under any one of the following forms of payment and name a survivor beneficiary. The election and naming of survivor beneficiary must be made on a form furnished by and filed with the retirement system prior to the date the first pension payment is made. An election of form of payment may not be changed on or after the date the first pension payment is made. A named survivor beneficiary may not be changed on or after the date the first pension payment is made if form of payment A, B, C or D is elected. A named survivor beneficiary may be changed or may be more than one person only if form of payment SL is elected. A named survivor beneficiary must have an insurable interest in the life of the member or vested former member at the time of naming. Payment shall be made under form of payment SL if there is not a timely election of another form of payment. The amount of pension under forms of payment A, B, C, and D shall have the same actuarial present value, computed as of the effective date of the pension, as the amount of pension under form of payment SL.

Form of Payment SL - Straight Life Pension. The retired member is paid a pension for life under form of payment SL. Upon the death of the retired member no continuing pension, fringe, or medical insurance benefits will be provided to the surviving beneficiary.

Form of Payment A - Life Payments with Full Continuation to Survivor Beneficiary. The retired member is paid a reduced pension for life under form of payment A. Upon the death of the retired member during the lifetime of the named survivor beneficiary, the named survivor beneficiary is paid the full amount of reduced pension until death.

Form of Payment B - Life Payments with One-Half Continuation to Survivor Beneficiary. The retired member is paid a reduced pension for life under form of payment B. Upon the death of the retired member during the lifetime of the named survivor beneficiary, the named survivor beneficiary is paid one-half the amount of reduced pension until death.

Form of Payment C - Life Payments with Full Continuation to Survivor Beneficiary with Pop-Up. The retired member is paid a reduced pension for life under form of payment C. Upon the death of the retired member during the lifetime of the named survivor beneficiary, the named survivor beneficiary is paid the full amount of reduced pension until death. Should the survivor beneficiary predecease the retired member, the retired member's pension shall be re-computed (pop-up) to a straight life pension (form of payment SL).

Form of Payment D - Life Payments with One-Half Continuation to Survivor Beneficiary with Pop-Up. The retired member is paid a reduced pension for life under form of payment D. Upon the death of the retired member during the lifetime of the named survivor beneficiary, the named survivor beneficiary is paid one-half the amount of reduced pension until death. Should the survivor beneficiary predecease the retired member, the retired member's pension shall be re-computed (pop-up) to a straight life pension (form of payment SL).

ARTICLE VIII

Disability Retirement; Conditions for.

Section 8.1. The Board of Trustees may retire a member who becomes incapacitated for continued employment by the county if each of the following conditions are met:

(a) Application for disability retirement is filed with the retirement system by either the member or the county, while the member is in the employment of the county.

(b) The member has ten or more years of credited service.

(c) The member undergoes all medical examinations and tests ordered by the retirement system, and releases to the retirement system all medical reports and records requested by the retirement system.

(d) The medical committee reports that (i) the member is mentally or physically totally incapacitated for any continued employment by the county, (ii) the incapacity is likely to be permanent, and (iii) the member should be retired. The effective date of a disability retirement shall not predate (i) the date of disability, or (ii) the date the member ceases to be paid by the county.

(e) For each determination of disability of a member a medical committee shall be appointed. The medical committee shall be composed of one physician named by the Board of Trustees and one physician named by the member. If the medical committee can not agree on the status of the member, a third physician, named by the first two physicians, shall be added to the medical committee and the majority opinion of the medical committee shall prevail.

Disability Retirement Pension; Amount; Form of Payment.

Section 8.2. The amount of a disability pension shall be computed according to Article VI. In no case shall a disability pension be less than the sum of 10 percent of the first \$4,800 of the member's final average compensation plus 15 percent of the portion, if any, of the member's final average compensation in excess of \$4,800. The disability retired member shall have the right to elect a form of payment provided in Section 7.1.

Disability Retirement; Special Provisions if Duty Incurred.

Section 8.3. The following exceptions to the provisions of sections 8.1 and 8.2 shall apply if the Board of Trustees finds that the member's disability is the direct and proximate result of the member's performance of duty as an employee of the county and if the member is in receipt of worker's compensation on account of the disability arising out of and in the course of county employment:

(a) The requirement of ten years of credited service shall be waived.

(b) Upon termination of the worker's compensation period, the disability pension shall be re-computed by increasing the member's credited service for the statutory period for payment of the worker's compensation.

(c) A member of benefit group sheriff deputy shall be eligible for a disability pension under the following provisions: (i) the disability shall be duty related (ii) compensation shall be based on 50 percent of compensation at the time of disability with 10 years of service (iii) should the employee be eligible for worker's compensation and/or Social Security, disability compensation shall be offset.

Disability Retirement Pension; Limitation on Amount.

Section 8.4. (a) The provisions of this section shall apply during the period, if any, between the effective date of a disability pension and the date the disability retired member attains age 60 years. Application of the limitation shall be to the amount of pension under form of payment SL. The effect of an election of any other form of payment shall be taken into account after application of the provisions of this section.

(b) The amount of a disability pension shall not exceed the difference between one hundred percent of the disability retired member's final average compensation and the amount of the disability retired member's income.

(c) A disability retired member's income is the annualized sum of the following amounts:

(1) Remuneration for personal services rendered in any gainful employment.

(2) Worker's compensation weekly benefits, redemptions, and settlements, on account of the same disability for which retired. Worker's compensation benefits for bona fide medical expenses, as determined by the Board of Trustees, shall not be considered income.

(3) Payments from any program of salary continuance, sickness and accident insurance, disability benefits, or program of similar purpose, financed in whole or in part by the county.

(4) Unemployment insurance or similar payments by reason of the member's county employment.

(d) The retirement system shall periodically request substantiated income information from retired member's subject to this section. Failure to provide the requested information within ninety (90) days of the request shall cause suspension of payment of the pension until the information is received.

Disability Retirement Pension; Continuation Subject to Re-examination; Suspension/Termination of Pension.

Section 8.5. (a) At least once each year during the first 5 years following a member's retirement for disability and at least once in every 3 year period thereafter, the retirement system may require a disability retired member to undergo periodic medical or other re-evaluation if the individual has not attained age sixty years. If the disability retired member refuses to submit to re-evaluation, payment of the pension may be suspended by the Board of Trustees. If the refusal continues for one year, the Board of Trustees may revoke the disability retired member's rights in and to the disability pension. A disability pension shall be terminated if the medical advisor selected by the Board of Trustees reports that the disability retired member is no longer mentally or physically totally incapacitated for any continued employment by the county and the Board of Trustees concurs with the report. The Board may resolve differences of opinion under this section by the appointment of a new medical committee whose majority decision should be final and binding on all parties. (See Section 8.1 (f).)

(b) The membership status of a terminated disability retired member who is returned to county employment shall be governed by the provisions of Article III. Actual credited service at time of disability retirement shall be restored upon again acquiring membership. Credited service shall not be granted for the period of disability retirement unless the member was in receipt of worker's compensation on account of a disability arising out of and in the course of county employment.

(c) A terminated disability retired member who does not re-acquire membership and restoration of credited service shall have actual credited service at time of disability retirement restored if such restoration enables the individual to become a vested former member.

ARTICLE IX

Survivor pension; Conditions for Automatic Pension to Spouse.

Section 9.1. A pension shall be paid for life to the surviving spouse of a deceased member if each of the following conditions are met:

- (a) The member has 10 or more years of credited service;
- (b) The member was married to the surviving spouse at time of death.
- (c) The member died while an employee of the county.
- (d) No qualified domestic relations court orders to the contrary are in effect.

Survivor Pension; Amount of Automatic Pension to Spouse.

Section 9.2. (a) The amount of an automatic pension payable to the spouse shall be computed as if the deceased member has retired the day preceding death under the normal retirement provisions (Article VI) and elected form of payment A and nominated the said spouse as beneficiary (section 7.1). Upon the death of the spouse, the pension shall terminate.

(b) If the deceased member does not leave a spouse, or if the spouse dies subsequent to the member's death, and the member leaves an unmarried child or children under age 18 years, each such child shall receive an equal share of 50% of the pension. A child's pension shall terminate upon the child's adoption, marriage, attainment of age 18 years, or death, whichever occurs first. Upon termination of a child's pension it shall be divided into equal shares and added to the pensions being paid the deceased member's other surviving eligible children, if any. A child's benefit will continue after the child attains age 18 for as long as the Board of Trustees determines that the child is totally physically or mentally disabled.

Survivor Pension; No Automatic Pension if Election Made Under Section 9.4.

Section 9.3. No pension payments shall be made under the provisions of sections 9.1 and 9.2 if any pension is or will be paid under the provisions of section 9.4.

Survivor Pension; Elective Beneficiary; Conditions for Coverage.

Section 9.4. (a) A member may name a contingent survivor beneficiary for the exclusive purpose of being paid a pension under the provisions of this section. The naming of a contingent survivor beneficiary shall be made on a form provided by and filed with the retirement system.

(b) A pension shall be paid to the named contingent survivor beneficiary, if each of the following conditions are met:

(1) The member dies while an employee of the county.
(2) The member, at time of death, has twenty-five or more years of credited service; or, is age fifty years or older and has fifteen or more years of credited service.

(3) The named contingent survivor beneficiary is found by the Board of Trustees to have been dependent upon the deceased member for at least fifty percent of the individual's financial support.

Survivor Pension; Elective Beneficiary; Amount of Pension.

Section 9.5. The amount of pension paid to the elected beneficiary shall be computed as if the deceased member had retired under the normal retirement provisions (Article VI) the day preceding death, elected form of payment A, and named the elected beneficiary as survivor beneficiary. The pension shall terminate upon the death of the elected beneficiary.

ARTICLE X

Medical Insurance:

Section 10.1. Each retired member and beneficiary shall be provided coverage under a group medical insurance or pre-payment plan participated in by the county if the member meets the applicable requirements stated in section 10.2. The retired member's or beneficiary's qualified dependents shall be provided with medical insurance if the retired member or beneficiary is being provided medical insurance and the qualified dependents meet the requirements of section 10.4(d). The levels of coverage shall be as shown in section 10.3. The coverage shall be subject to the limitations stated in section 10.4.

Medical Insurance; Conditions for.

Section 10.2. The requirements for retired member medical insurance are:

(a) Benefit group general. The retired member or beneficiary is receiving a pension from this retirement system and has attained age fifty-five years. The age fifty-five requirement shall not apply if the retired member or beneficiary is totally physically or mentally disabled, or if the beneficiary has not yet attained age eighteen years.

(b) Benefit group sheriff deputy. The retired member or beneficiary is receiving a pension from this retirement system and the retired member has attained age fifty-five years. The age fifty-five requirement shall not apply if the retired member or beneficiary is totally physically or mentally disabled, or if the beneficiary has not yet attained age eighteen years.

Medical Insurance; Coverage Provided.

Section 10.3. The medical insurance shall provide the levels of coverage stated in this section or their equivalents.

(a) Blue Cross Blue Shield MVF.1.

(b) A prescription drug rider with two dollar co-pay.

(c) Dental insurance with a 50% co-pay and a \$600 per person per contract year maximum. Coverage of orthodontic services shall not be provided.

Medical Insurance; Restrictions.

Section 10.4. The applicable retired member medical insurance shall be provided subject to the following restrictions.

(a) The retired member or beneficiary must apply for Medicare (or any other government sponsored program) when eligible. Upon qualification for such program, the retired member or beneficiary shall be provided coverage that is complementary to Medicare (or other government sponsored program). Insurance riders provided to other retired members shall also be provided on a complementary basis to retired members who have qualified for Medicare or other such program.

(b) There shall be a coordination of benefits with any other health insurance held by the retired member or beneficiary or the qualified dependents. In such coordination, the county's medical coverage shall be considered the secondary insurance.

(c) The retired member or beneficiary and the retired member's qualified dependents, if any, shall not be eligible for the medical insurance during any period when the retired member or beneficiary is employed and covered by such employer's health insurance program.

(d) The only persons covered by the retired member medical insurance as the retired member's or beneficiary's qualified dependents are the person to whom the retired member was married on the member's date of retirement and the children of the retired member or beneficiary until they attain age 18 years. The age 18 restriction shall be extended so long as the child is in school, but not beyond attainment of age 22 years. Subject to the other provisions of this section, the retired member's and beneficiary's qualified dependents shall be eligible for medical insurance as long as the retired member or beneficiary is alive and receiving pension payments, and after the retired member's death while the qualified dependent is receiving pension payments from this retirement system.

ARTICLE XI

Guaranteed Minimum Aggregate Payout.

Section 11.1. If all pension payments permanently terminate before there has been paid an aggregate amount equal to the retired member's, deceased member's, or deceased vested former member's accumulated member contributions at time of retirement, the difference between the amount of accumulated member contributions and the aggregate amount of pension payments made shall be paid to such individual or individuals as the former member may have named on a form provided by and filed with the retirement system. If no such named individual survives, the difference shall be paid to the legal representative of the last to survive of an individual who was being paid a pension or the named individuals.

Death Benefit.

Section 11.2. Each retired member shall be covered by a death benefit in the amount of \$3,000 payable to the retired member's estate or named beneficiary.

Pensions; Payment of.

Section 11.3. All payments from the retirement system shall be made by the county treasurer or as permitted by applicable law. Payments shall be made upon written authority signed by two persons designated by the Board of Trustees. Written authority to make payments shall only be executed based upon a specific or continuing resolution adopted by the Board.

Pensions; Commencement Duration, and Change.

Section 11.4.(a) A normal or disability pension shall commence the first day of the calendar month next following the member's or vested former member's date of retirement. A pre-retirement survivor pension shall commence the first day of the calendar month next following the month in which occurs the death causing payment of the pension. A post-retirement survivor pension shall commence the first day of the calendar month next following the death causing payment of pension.

(b) Pensions are paid in twelve equal installments on the first of each month.

(c) Termination of payment of a pension shall occur at the end of the calendar month in which occurred the event causing termination. Payment shall be made for the full month of termination.

(d) A change in the amount of a pension shall occur the first day of the calendar month next following the date of the event causing the change.

Member Contributions; Amounts.

Section 11.5. Member contributions to the retirement system of five percent of annual compensation shall be deducted from each member's paychecks.

Member Contributions; Refunds.

Section 11.6. (a) An individual's accumulated member contributions shall be refunded to the individual if the following conditions are met:

(1) Membership in the retirement system has been terminated for at least ten days; or, the individual has been laid off for at least thirty days.

(2) The individual has not met the applicable age and service conditions for normal retirement (section 6.2).

(3) The individual makes application for the refund on a form provided by and filed with the retirement system.

(b) If an individual dies and no pension becomes or will become payable on account of the death, the individual's accumulated member contributions shall be refunded in accordance with the deceased individual's instructions made on a form provided by and filed with the retirement system. If there be no such instructions or if the individuals who are to be paid the refund no longer live, the accumulated member contributions shall be refunded to the legal representative of the deceased individual.

(c) Payments of refunds of accumulated contributions, as provided for in this ordinance may be made in monthly installments according to such rules and regulations as the Board of Trustees shall from time to time adopt.

(d) Except as otherwise provided in this ordinance, after three years from the date an employee ceases to be a member, any balance of accumulated contributions standing to the member's credit, in the reserve for accumulated member contributions unclaimed by the member or the member's legal representative, shall be transferred to the reserve for undistributed investment income.

Denial of Claim for Benefits; Appeal to Board of Trustees.

Section 11.7. A benefit claimant shall be notified in writing, within thirty days, of a denial of a claim for benefits. The notification shall contain the basis for denial. The benefit claimant may appeal the denial and request a hearing before the Board of Trustees. The appeal shall be in writing and filed with the retirement system within ninety days of the date of the notification of denial. The request for appeal shall contain a statement of the claimant's reasons for believing the denial to be improper. The Board of Trustees shall schedule a hearing of the appeal within sixty days of receipt of the request for appeal.

ARTICLE XII

Board of Trustees; Authority and Responsibility.

Section 12.1 The administration, management and responsibility for the proper operation of the retirement system, and for interpreting and making effective the provisions of the retirement ordinance are vested in a Board of Trustees consistent with Article IX, Section 24 of the State of Michigan Constitution and P.A. 314 of 1965 as amended and other applicable law.

Board of Trustees; Composition of.

Section 12.2. The Board of Trustees shall consist of the following nine individuals:

(a) The chairperson of the Board of County Commissioners by virtue of that office. By written communication directed to the Board of Trustees, the chairperson may designate the vice-chairperson to serve in the chairperson's place for one year terms.

(b) The chairperson of the County Road Commission by virtue of that office. By written communication directed to the Board of Trustees, the chairperson may designate the vice-chairperson to serve in the chairperson's place for one year terms.

(c) A member of the Board of County Commissioners to be selected by and to serve at the pleasure of the Board of County Commissioners.

(d) A citizen, who is an elector of St. Clair County who is not eligible for membership in the retirement system and who does not hold any other office or appointment with the county, to be selected by the chairperson of the Board of Commissioners and approved by the Board of County Commissioners.

(e) A member of the retirement system who is in the employ of the County Road Commission to be elected by the members who are in the employ of the County Road Commission.

(f) Two members of the retirement system who are not in the employ of the County Road Commission, to be elected by the members of the retirement system who are not in the employ of the County Road Commission. The two trustees shall be from different county departments.

(g) A "Retired Member" defined as an individual who is being paid a pension on account of the individual's membership in the retirement system, to be elected by the retired members, under the same provisions as the County Road Commission employee representative and the other two employee members representatives are elected, under Article XII, Section 12.2 and Section 12.3.

(h) The "St. Clair County Treasurer" by virtue of that office, with the term of office provided for in Article XII, Section 12.2 and Section 12.3.

(i) The Board of Trustees shall establish rules and regulations for elections required by paragraphs (e) and (f). The rules and regulations governing the election of employee members of the Board of Trustees are as follows:

1. The Secretary of the Board shall prepare a polling book showing the name of each employee member eligible to vote at the election and each employee member shall be given an identification number.
2. The County Clerk shall cause to be posted in each department or branch thereof whose employees are members of the Retirement System, a notice of election, such notice shall be posted at least thirty (30) days prior to the date of election.

3. Nomination petitions of candidates shall be filed at least fifteen (15) days prior to the date of election and bear the names of at least 5% of the members of the group from which the Board member is to be elected. Petitions shall be filed with the County Clerk who shall check the names on each petition with the poll book and shall certify to the County Election Commission the names of those eligible to appear on the election ballot.
4. The County Election Commission shall cause to be prepared a ballot showing the names of the candidates whose petitions have been properly filed and shall cause to be made and delivered to each voting member one ballot and one return envelope addressed to the County Clerk with the word "Ballot" and the member assigned number marked on the upper left hand corner.

Ballot shall be returned to the County Clerk either by mail or delivered in person prior to four o'clock P.M. of the day set for such election.

Upon receipt of such ballot, the County Clerk shall compare such number with the polling list and if they agree he shall eliminate the member's number and shall deposit such ballot in a ballot box without removing the ballot from the envelope.

Ballots shall be immediately turned over to the custody of the County Election Commission who shall on the day following the election count such ballots and report the results of the election to the County Clerk who shall make a record thereof and notify the successful candidates. Should no more than one (1) candidate file a nomination petition in any one Department, then such candidate shall be declared elected as a Trustee by the County Election Commission and no election would be necessary.

5. The election shall be held under the provisions of section 12.3(a) on the third Tuesday in June.

6. The successful candidates for the Employee Representation on the Board of Trustees shall take office on July 1st immediately following the election.

7. Nominating petitions shall be obtained at the office of the County Clerk and may be circulated either by the candidate or some other member of the Retirement System in behalf of a candidate.

Board of Trustees; Term of Office; Oath of Office; Vacancies.

Section 12.3. (a) The term of office of the member elected trustees shall be two years beginning on the July 1st next following the election. The term of office of the citizen trustee shall be three years.

(b) Effective with the election of 1961, the term of office of the member elected trustees shall be three years beginning on the July 1st next following the election.

(c) Each trustee shall, prior to taking office, take an oath of office administered by the County Clerk.

(d) A vacancy shall occur on the Board of Trustees if a member elected trustee ceases to be a member or becomes employed in the county department of the other member elected trustee. A vacancy shall occur on the Board of Trustees if a trustee resigns. A vacancy shall occur on the Board of Trustees if a trustee, other than a member of the Board of County Commissioners, fails to attend three consecutive meetings unless excused for cause by the trustees attending the meetings. A vacancy shall be filled within sixty days, for the unexpired term, in the same manner as the position was previously filled.

Board of Trustees Meetings; Quorum; Record of Proceedings.

Section 12.4. The Board of Trustees shall hold monthly meetings, and shall designate the time and place thereof. All meetings of the Board shall be public. Notice of the meetings will be posted in the County Building prior to the meeting date. Five trustees shall constitute a quorum at any meeting of the Board of Trustees. At least five concurring votes shall be required for a valid action by the Board of Trustees. The Board of Trustees shall keep a written record of its proceedings.

Board of Trustees; Officers; Services.

Section 12.5. The Board of Trustees shall elect from its membership a chairperson and a vice chairperson. The County Administrator/Controller shall be the secretary to the Board of Trustees. The County Treasurer shall be the treasurer of the retirement system. The treasurer shall be custodian of the assets of the retirement system except as to such assets as the Board of Trustees may from time to time place in the custody of a custodial bank selected by the Board of Trustees. The Board of Trustees shall be represented by County Corporation Counsel, provided however if specialized counsel is required the Board of Trustees may employ outside specialized counsel with the advice of County Corporation Counsel. The Board of Trustees shall designate an actuary who shall advise the Board on the actuarial operation of the retirement system. Actuary shall mean a member of the American Academy of Actuaries or an individual who has demonstrated the educational background necessary to effectively render actuarial advice to the retirement system and who has at least five years of relevant pension actuarial experience. A partnership or corporation may be designated a actuary if the duties of actuary are performed by or under the direct supervision of an individual who meets the preceding requirements. The Board of Trustees is authorized and empowered to employ such professional and other services as it requires for the proper discharge of its responsibilities. The Board of Trustees may utilize the services of county employees if made available.

Board of Trustees; Reports.

Section 12.6. The Board of Trustees shall prepare an annual report for each fiscal year. The annual report shall contain information about the financial, actuarial and other activities of the retirement system during the fiscal year. A copy of the annual report shall be furnished the Board of County Commissioners at its regular session in April of each year. The Board of Trustees shall furnish the Board of County Commissioners such other information about the retirement system as the Board of County Commissioners may from time to time request.

A concise statement of assets, liabilities income and disbursements of the retirement system shall be made available to the membership of the system annually.

Board of Trustees; Investment Authority and Restrictions.

Section 12.7. The Board of Trustees are the trustees of the monies and assets of the retirement system. The Board of Trustees has the authority and power to invest and re-invest the monies and assets of the retirement system subject to all terms, conditions, limitations and restrictions imposed by the state of Michigan on the investments of public employee retirement systems. The Board of Trustees may employ investment counsel to advise the Board in the making and disposition of investments.

In exercising its discretionary authority with respect to the management of the monies and assets of the retirement system, the Board of Trustees shall exercise the care, skill, prudence, and diligence, under the circumstances then prevailing, that an individual of prudence acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and similar objectives notwithstanding any of the provisions herein. The provisions of P.A. 314 of 1965, as amended, are hereby incorporated by reference and made a part of the plan and are controlling.

Board of Trustees; Use of Monies and Assets; Prohibited Actions.

Section 12.8. (a) All monies and assets of the retirement system shall be held and invested for the sole purpose of meeting the legitimate obligations of the retirement system and shall be used for no other purpose.

(b) Members of the Board of Trustees and its employees are prohibited from:

(1) Having a beneficial interest, direct or indirect, in an investment of the retirement system.

(2) Borrowing money or assets of the retirement system.

(3) Receiving any pay or emolument from any individual or organization, other than compensation for personal services or reimbursement of authorized expenses paid by the retirement system and providing services to the retirement system.

Board of Trustees; Compensation.

Section 12.9. The trustees shall receive the same remuneration for attendance at meeting of the Board of Trustees as is allowed members of the Board of Commissioners, provided that the chairperson shall receive annual remuneration of not less than \$360.

Board of Trustees; Experience Tables and Regular Interest.

Section 12.10. (a) The Board of Trustees shall from time to time adopt such mortality and other tables of experience, and a rate or rates of regular interest as are necessary in the operation of the retirement system on an actuarial basis.

(b) For purposes of determining a benefit which is actuarially equivalent to any other benefit, the actuarial reserve required to provide the benefit must be equal to the actuarial reserve required to provide such other benefit computed on the basis of a consistent set of actuarial assumptions as approved by the Board of Trustees. A change of assumptions will not affect any benefit for which payments have already started.

ARTICLE XIII

Financial Objective of the Retirement System; County Contributions.

Section 13.1. (a) The financial objective of the retirement system is to receive contributions each fiscal year which are sufficient to (i) fund the actuarial cost of benefits likely to be paid on account of credited service earned by members during the fiscal year, and (ii) fund the unfunded actuarial cost of benefits likely to be paid on account of credited service earned by members prior to the fiscal year over a period of not more than forty years. Contribution requirements shall be determined by annual actuarial valuations using a generally recognized level percent of payroll actuarial cost method consistent with applicable constitutional and statutory requirements.

(b) The cost of pension or retirement benefits for a county employee under this section may be paid from the same fund from which the employee receives compensation, and the county Board of Commissioners may appropriate the necessary funds to carry out the purposes of this section. If a county establishes a plan by which the county pays pension or retirement benefits to an employee pursuant to this section, the county shall, in accordance with provisions for pension or retirement benefits which shall be incorporated in the plan, establish and maintain reserves on an actuarial basis in the manner provided in this subsection sufficient to finance the pension and retirement and death benefit liabilities under the plan and sufficient to pay the pension and retirement and death benefits as they become due. A county which has adopted a retirement plan under this section and has established reserves on an actuarial basis shall maintain them as provided in this subsection. The reserves shall be determined by an actuarial valuation and established and maintained by yearly appropriations by the county and contributions by employees. The reserves shall be established, maintained, and funded to cover the pension and other benefits provided for in the plan in the same manner and within the same limits as to time as is provided for Benefit Program B in the municipal employees' retirement system described in section 14 of the municipal employees retirement act, Act No. 427 of the Public Acts of 1984, being section 38.1514 of the Michigan Compiled Laws. These reserves are trust funds and shall not be used for any other purpose than the payment of pension, retirement, and other benefits and refunds of employee's contributions in accordance with the plan established in a county. An employee's contributions shall be kept and accumulated in a separate fund and used only for the payment of annuities and refunds to employees. This subsection shall not apply to a county that adopted a retirement plan under this section and had not established reserves on an actuarial basis before October 11, 1947.

Reserve for Accumulated Member Contributions.

Section 13.2. (a) The reserve for accumulated member contributions is the account in which is accumulated the contributions deducted from the compensation of members, or otherwise paid to the retirement system by the member or on the member's behalf, and which shall be charged with refunds of accumulated member contributions and transfers of accumulated member contributions as provided in this resolution. Continuation of employment by the member shall constitute consent and agreement to the deduction of the applicable member contribution. Payment of compensation less the deduction shall be full and complete discharge of all claims and demands for compensation for personal service rendered the county.

(b) The county shall cause the applicable member contributions to be deducted from the compensation of each member. The deducted member contributions shall be paid to the retirement system within five working days and shall be credited to the members individual sub-accounts.

(c) A member's accumulated contributions shall be transferred from the reserve for accumulated member contributions to the reserve for pension payments if a pension becomes payable on account of the member's retirement or death.

Reserve for Pension Payments.

Section 13.3 (a) The reserve for pension payments is the account which is charged with all pension payments and refunds of accumulated member contributions which have been transferred to this account. If a disability pension is terminated and the individual again becomes a member or becomes a vested former member, any excess of the accumulated member contributions transferred to this account as a result of the disability retirement over the aggregate amount of pension paid shall be transferred to the reserve member contributions.

(b) Each year following receipt of the report of the annual actuarial valuation, the balance in the reserve for pension payments shall be set equal to the actuarial present value of pensions being paid retired members and beneficiaries by a transfer to or from the reserve for employer contributions. The pending transfer shall be taken into account by the actuary when making the actuarial valuation.

Reserve for Employer Contributions.

Section 13.4. The reserve for employer contributions is the account to which is credited county and County Road Commission contributions and from which shall be made transfers to the reserve for pension payments and the reserve for undistributed investment income.

Reserve for Undistributed Investment Income.

Section 13.5: (a) The reserve for undistributed investment income is the account to which is credited all interest, dividends, and other income from retirement system assets; all gifts and bequests; and, all other monies received by the retirement system the disposition of which is not specifically provided. There shall be transferred from the reserve account all amounts required to credit interest to the other reserve accounts.

(b) Whenever the Board of Trustees determines the balance in the account is more than sufficient to cover current charges, the excess of any part thereof may be used to fund contingency reserves, meet special requirements of the other reserve accounts, or be transferred to the reserve for employer contributions. Whenever the balance in the account is insufficient to cover current charges, the amount of the insufficiency shall be transferred to the account from the reserve for employer contributions.
Reserve for Administrative Expenses.

Section 13.6 The reserve for administrative expenses is the account to which shall be charged all budgeted and authorized administrative expenses.

Assets not Segregated.

Section 13.7 The descriptions of the reserve accounts shall be interpreted to refer to the account records of the retirement system and not to the segregation of monies or assets by reserve account.

Interest Credited to Reserve Accounts.

Section 13.8. (a) The Board of Trustees shall at least annually credit interest on the individual balances in the reserve for accumulated member contributions, and on the balances in the reserve for pension payments and the reserve for employer contributions. The amounts of interest so credited shall be charges to the reserve for undistributed investment income.

(b) The Board of Trustees shall determine the rate or rates of interest to be used for crediting of interest.

ARTICLE XIV

Assignments Prohibited.

Section 14.1 The right of an individual to a pension, to a refund of accumulated member contributions, the pension itself, or any other right accrued or accruing to any individual, and the monies and assets of the retirement system, shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or other process of law, except an Eligible Domestic Relations Order (EDRO), as specified in Act 46 of Public Acts of 1991, and shall be unassignable except as otherwise specifically provided herein.

Subrogation; Right of Setoff.

Section 14.2 (a) If an individual becomes entitled to a pension or other benefit payable by the retirement system as a result of an accident of injury caused by the act of a third party, the county shall be subrogated to the rights of the individual against the third party to the extent of county financed benefits which the retirement system pays or becomes liable to pay.

(b) The retirement system shall have the right of setoff to recover overpayments made by the retirement system and to satisfy any claim arising from embezzlement or fraud committed by a member, retired member, vested former member, beneficiary, or other individual having a claim to benefits.

Correction of Errors.

Section 14.3 The retirement system shall correct errors in the records of the retirement system. The retirement system shall seek to recover overpayments and shall make up underpayments. Recovery of overpayments may be accomplished by reducing the amount of future payments so that the actuarial present value of actual payments to the recipient is equal to the actuarial present value of the payments to which the recipient was correctly entitled.

Internal Revenue Code Qualification.

Section 14.4. (a) The county intends the retirement system to be a qualified pension plan under section 401 of the Internal Revenue Code, as amended, or successor provisions of law, and that the trust be an exempt organization under section 501 of the Internal Revenue Code. The Board of Trustees may adopt such additional provisions to the retirement system as are necessary to fulfill this intent. The Board is responsible for applying for qualified plan determination letter(s) from the Internal Revenue Service.

(b) Prohibition against Reversion. The pension plan and trust have been created for the exclusive benefit of the members and beneficiaries as set forth herein. The funds thereof have been established for the benefit of the members and for the operation of the pension system. No part of the principal and income of any of the funds of the plan and trust shall revert to or be returned to the county prior to the satisfaction of all liabilities hereunder to all members, beneficiaries and anyone claiming by or through them.

(c) Actuarial Valuation Assumptions. Actuarial Valuation Assumptions may be changed by the Board of Trustees after report from the actuary.

(d) Termination or Partial Termination. In the event of termination or partial termination of this plan, a member's interest under the plan as of such date is nonforfeitable to the extent funded in conformity with section 411 (d)(3) of the Code and Regs. Section 1.411 (d) - 2 and any other applicable Internal Revenue Code sections.

(e) Merger, Consolidation or Transfer. In conformity with Section 414(1) of the Internal Revenue Code, in the case of any transfer of assets or liabilities of this plan to any other plan, each plan participant would (if the plan then terminated) receive a benefit immediately after the transfer that is equal to or greater than the benefit the participant would have been entitled to receive immediately before the transfer (if the plan had then terminated).

(f) Limitations of Benefits. The plan cannot exceed the benefit limitations as currently set forth in Section 415 of the Internal Revenue Code. The limitations of Section 415 of the Internal Revenue Code do not currently affect any of the benefits provided to members of the Retirement System.

Severability.

Section 14.5. If any section of part of a section of this ordinance is for any reason held to be invalid or unconstitutional, such holding shall not be construed as affecting the validity of the remaining sections of the ordinance or the ordinance in its entirety.

Fraud Penalty.

Section 14.6. Whoever with intent to deceive shall make any statement or report under this ordinance which is untrue, or shall falsify or permit to be falsified any record or records of the retirement system, or who shall otherwise violate the provisions of this ordinance, or as it may from time to time be amended, with intent to deceive, shall be fined not to exceed \$500.00 or shall be imprisoned to not to exceed ninety days, or both, in the discretion of the court, together with payment of costs of prosecution.

Repeal.

Section 14.7. All ordinances or other provisions of law inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

RESOLUTION 92-06

ANNUAL REPORT - DRAIN COMMISSIONER

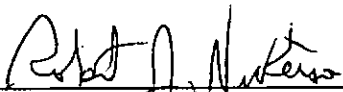
WHEREAS, by statute, the Drain Commissioner is required to submit to the Board of Commissioners, an annual report of the activities of said office; and,

WHEREAS, Thomas Donohue, St. Clair County Drain Commissioners, has submitted the attached report which has been reviewed by the St. Clair County Board of Commissioners.

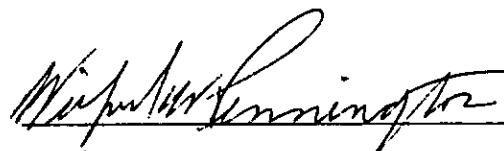
NOW, THEREFORE, BE IT RESOLVED, that the 1991 Annual Report of Thomas Donohue, Drain Commissioner, may be and the same is hereby accepted and approved.


DATED: March 11, 1992

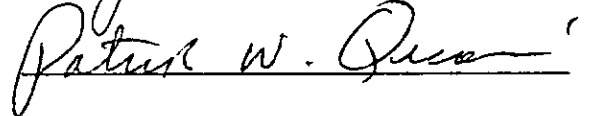
Reviewed and Approved by:



ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060







RESOLUTION 92-05

ADOPTING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ST. CLAIR COUNTY
ST. CLAIR COUNTY SHERIFF
AND
ST. CLAIR COUNTY SHERIFF DEPARTMENT EMPLOYEES - POAM

WHEREAS, the St. Clair County Sheriff Department Employees - POAM is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County Sheriff Department; and,

WHEREAS, the County of St. Clair and the St. Clair County Sheriff have authority and responsibility to bargain on matters of wages and working conditions; 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, 1990 through June 30, 1993 is hereby approved and adopted.

DATED: March 25, 1992

Reviewed and Approved by:

Robert J. Nickerson
ROBERT (J.) NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Francie R. Krajenke
Audrey E. Pack
Dale W. Swan

AGREEMENT

Between

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

and

ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)

Effective July 1, 1990 through June 30, 1993

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ARTICLE I
AGREEMENT

1.1: This Agreement made and entered into for the period July 1, 1990 through June 30, 1993 between the Board of Commissioners of the County of St. Clair, state of Michigan, hereinafter referred to as the "Employer," and the Sheriff of St. Clair County, hereinafter referred to as the "Co-employer", and the St. County Sheriff's Department Chapter, Police Officers Association of Michigan, hereinafter referred to as the "Union".

1.2: In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

ARTICLE II
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 Union, which will serve to the best interests of all concerned.

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

ARTICLE III
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all full and part time employees of the following classifications employed in the St. Clair County Sheriff's Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of the Agreement as follows:

Corrections Officer
Deputy
Youth Service Detective
Detective
Service Bureau Agent
Custodian II
Inmate Trust/Commissary Clerk
Communications Officer
Transfer Officer

The Sheriff, Undersheriff, supervisory employees such as but not limited to, Correction Corporal, Correction Sergeant, Service Bureau Manager, Communications Director, Sergeants, Lieutenants and Captain shall be excluded from the bargaining unit by virtue of their supervisory capacity and not necessarily by rank. Other employees such as the personal Secretary to the Sheriff, Special Deputy and temporary employees shall be excluded from the bargaining unit.

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: A temporary employee shall be defined as an employee hired for a definite predetermined period of time not to exceed six (6) months provided, however, if a temporary employee is hired to replace a permanent employee on leave of absence, they may retain their temporary status for the period of said leave of absence.

ARTICLE IV
MANAGEMENT RESPONSIBILITY

4.1: The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer, except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

ARTICLE V
CONTRACT SERVICES

5.1: Due to the high cost of maintaining and operating the Sheriff's Department, the Sheriff and the County may determine it necessary to provide its services to communities within the County on a contractual basis or to take advantage of available grants and aids. Funding obtained by any of these means shall be defined as a contract service.

5.2: The Sheriff and County shall have exclusive responsibility and authority to determine the providing of contract services.

5.3: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement by the Sheriff, Board of Commissioners and the contractee that is being provided services. At the Union's request, full terms and conditions of the contract will be provided the Union. Be it further provided, subsequent renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.4: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the layoff and recall provision of this Agreement.

ARTICLE VI
AGENCY SHOP

6.1: 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 Union and pay the monthly union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

6.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Personnel Office, the Employer will deduct Union dues or representation fees each from the first two (2) pay periods of each month as per such authorization and shall remit to the P.O.A.M. any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.4: If the bargaining unit member fails to comply, the P.O.A.M. shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period:

6.5: "The P.O.A.M. 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 P.O.A.M. certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing, and administration of this Agreement.)

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

6.7: 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. It is further agreed that neither any employee nor the Union 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 deducted from the employees' pay. In no case shall the County be responsible to pay to the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employee.

ARTICLE VII
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than three (3) representatives. The names and classifications of these employees shall be communicated in writing to the Sheriff and Personnel Officer of the County upon their selection and/or subsequent change.

7.2: 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 Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: 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 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.

7.4: The local Union President shall work a steady day shift.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Step 1

- A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) working days of the alleged grievance, take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a Union representative present at this step.
- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.

8.2: 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 office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the Union, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

8.3: Step 3

- A. Grievances shall be considered settled at Step 2 unless delivered to the Personnel Office within seven (7) calendar days after completion of Step 2. The Personnel Officer shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.
- 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 Representative(s) 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 Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their Union representative(s) theretofore designated as grievance representatives and such other Union representative it wishes to have present.
- D. The grievance representative of the Employer shall deliver the decision of the Employer to the Union in writing within ten (10) work days excluding holidays and weekends 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 parties.
- F. 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.
- G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3.

- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

8.4: Step 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration shall be subject to the following safeguards and conditions.

- A. The Union shall within thirty (30) calendar days following receipt of the County's written decision at Step 3, give notice in writing to the County Personnel Officer and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the Michigan Employment Relations Commission or the American Arbitration Association, Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. The fee 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 Step 1 (A) 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.
- E. 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 except as provided in Article XVII - Career Change and Advancement, Section 17.8.
- F. 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 County and Sheriff, except as specifically limited by express provisions of this Agreement.
- G. 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 IX
SENIORITY

9.1: New full time employees hired in the Unit or full time employees who obtain MLEOTC Certification while in a law enforcement classification shall be required to serve an orientation period of nine (9) calendar months from the actual date of assuming the position or obtaining certification, whichever is greater. All part time employees shall be required to satisfactorily complete an eighteen (18) month orientation period. After completion of the orientation period, the full time employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriffs Department. Department shall mean St. Clair County Sheriff Department when referenced anywhere within this Agreement.
- C. Bargaining Unit Seniority - The most recent date of full time continuous employment within the bargaining unit.
- D. Classification Seniority - The most recent date of full time continuous employment within the classification.
- E. Law Enforcement Seniority - the most recent date of full time continuous employment as a Certified Law Enforcement Officer Classification with the St. Clair County Sheriff's Department.

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: The County shall provide the union with a bargaining unit seniority list in reasonable time and manner when requested by a union officer.

9.4: The seniority of full time and part time employees shall be maintained separately and distinctly for purposes of applying all terms and conditions of the contract.

ARTICLE X
LOSS OF SENIORITY

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

- A. Is discharged and the discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. 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.

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

ARTICLE XI
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 Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. 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 a complaint 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.

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 Union during this review.

11.3: 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 an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE XII
LAYOFF AND RECALL

12.1: The word "layoff" means a reduction in the work force, due to a decrease of work, or budget limitation as determined by the County.

12.2: In the event a layoff becomes necessary, the following procedure based on departmental seniority shall be followed:

- A. Temporary employees in the classification affected shall have their employment terminated in so far as they are not bargaining unit members and subject to recall.
- B. Part time employees in the classification affected shall be laid off first.
- C. Full time employees on orientation in the classification affected shall be laid off next.
- D. Full time employees who have satisfactorily completed orientation in the classification affected shall be laid off next.

12.3: An employee on orientation as a result of a promotion or transfer shall displace the least senior employee in their previous classification provided the promoted or transferred employee has greater departmental seniority.

12.4: Employee(s) who previously held a subordinate classification shall be entitled to revert to that classification and displace the least senior employee in that classification provided the first employee(s) have greater departmental seniority than the second employee(s). Displaced employee(s) shall have the same right to displace employee(s) in previously held classifications but must meet the same departmental seniority qualification. The displacing employee(s) shall be paid at the subordinate classification salary step which most closely approximates the displacing employee's former salary.

12.5: An employee who has not held a subordinate or lower paying classification shall be eligible to exercise displacement rights provided:

- A. The displacing employee possesses all the qualifications of educations, training skills and ability to perform the tasks in accordance with the job description. In the event the subordinate position requires certification or specialized classroom training the Employer shall make such training available to the employee at the Employer's cost. The employee must satisfactorily complete a six (6) month trial period or be laid off.
- B. The displacing employee may only displace an employee with less departmental seniority.
- C. The displacing employee shall be paid at the subordinate classification salary step which most closely approximates the displacing employee's former salary.

12.6: In no event shall an employee be eligible to displace an employee in a higher paying classification.

12.7: Employee(s) who elect not to accept a subordinate classification to which their classification or departmental seniority entitles them shall be laid off. Said employee(s) shall be subject to recall to the position held at the time of layoff. Said employee(s) may not elect to return to a subordinate classification unless recalled by the Employer.

12.8: Employees to be laid off shall have at least fourteen (14) calendar days notice of layoff. The local Union secretary shall be entitled to a list of the employees being laid off.

12.9: Employees who have been laid off shall have recall rights for a minimum of two (2) years but not greater than the period of their departmental seniority, if more than two (2) years. If not recalled within this period of time, the laid off employee's employment shall be considered terminated.

12.10: Recall from a layoff shall be according to the following procedure:

- A. The employee(s) with the most seniority in the classification shall be recalled first.
- B. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.
- C. A laid off employee accrues no seniority while on a layoff and shall have all their seniority dates adjusted to reflect the period of layoff.
- D. Notice of layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.
- E. An employee may be denied recall if their moral conduct and standards or ability to perform the work does not meet that required of a law enforcement professional.

ARTICLE XIII
POLICE OFFICERS' BILL OF RIGHTS

13.1: It is recognized that the citizens' complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those individuals involved shall be preserved.

13.2: Whenever a member of the bargaining unit is subject to examination or questioning by a commanding officer and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

13.3: Members under examination or questioning shall be informed of the specific nature of the examination or questioning and will be allowed time to discuss same with a union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an examination or questioning shall have twenty-four (24) hours to do so.

13.4: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.

13.5: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions, nor shall their name, home address, or photographs be given to the press or news media without their express consent.

13.6: If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.

13.7: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, they shall be completely informed of all their constitutional rights prior to the commencement of any questioning.

13.8: No member of the bargaining unit shall be required to subject themselves to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

13.9: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or Federal Grand Jury at which they presented testimony under oath and has been sworn to secrecy.

13.10: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by Federal and state laws if such activity adversely reflects on the department).

ARTICLE XIV
EMPLOYEE RECORDS REVIEW

14.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

14.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employer's 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.

14.3: 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.

14.4: 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 their employment application which has not been formerly disclosed in writing to the Employer. 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 XV
EQUIPMENT CARE AND USAGE

15.1: Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the employee assigned to use the equipment and consequently to the community. Therefore, the following is provided:

- A. An inspection of all equipment including vehicles shall be made by the employees prior to commencement of their tour of duty.
- B. In the event of an emergency prohibiting such an inspection, the employee(s) shall notify the shift commander during that shift of the inopportunity for inspection and shall receive instructions for same. The employee(s) shall not be subject to disciplinary action when an emergency prohibits inspection.
- C. The Employer shall supply inspection checkoff forms to be used in the inspection of all equipment including vehicles.

15.2: The Employer shall, at its own expense, maintain and replace equipment and vehicles affected by normal use and age.

15.3: Equipment assigned to an employee which is lost, damaged or stolen through negligence may be cause for disciplinary action to the employee(s) who were responsible for the equipment.

15.4: The employee(s) shall report any mechanical deficiency in a vehicle or impropriety of equipment which may arise during the shift prior to the conclusion of the shift.

15.5: Employee(s) who are ordered to operate vehicles which are mechanically deficient and/or improperly equipped shall not be held liable for any accident or incident which may arise from this deficiency or impropriety if such conditions are reported to the shift commander in the inspection checkoff form.

ARTICLE XVI
MAINTENANCE OF PROFESSIONAL STANDARDS

16.1: When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

- A. When the employee is scheduled on a day off the employee shall receive compensation at the rate of time and one-half (1 1/2) for time actually spent in training including breaks and meal(s).
- B. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate, as prescribed in the preceding Section A.

- C. When a part time employee is scheduled on a day off, the employee shall receive straight time compensation for the time actually spent in training including breaks and meal(s). In the event training exceeds eight (8) hours of work and/or training in a day or forty (40) hour work and/or training in a calendar week, the employee shall be subject to time and one half (1 1/2).

16.2: The cost of such specialized training, retraining or education when ordered by the Employer shall be at the expense of the Employer.

16.3: When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses if the employee utilized a personal vehicle in advance of such training, retraining or education. Proof for out-of-pocket expenses shall be required by the County in order to provide reimbursement.

ARTICLE XVII
CAREER CHANGE AND ADVANCEMENT

17.1: A career advancement or promotion shall mean a change in classification resulting in an increase in responsibility or increase in wages.

17.2: A career change or transfer shall mean a change in classification resulting in no increase in responsibility or wages. The application of this definition shall in no way prohibit the right of the Sheriff to make work assignments within the employee's classification or to inhibit or restrict the right of temporary transfer as provided in 17.13.

17.3: Notice of vacancies which would constitute a transfer, advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department for a period of no less than ten (10) consecutive days. An employee shall apply in writing during those ten (10) days, to be considered for the position. The vacancy shall be filled within 180 days of the posting provided the process is undisputed by any bargaining unit member.

17.4: Members of the bargaining unit who compete for a transfer or promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment from the top total score shall be made utilizing the following method of accreditation:

65% written examination
20% oral interview
15% department seniority

- A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).

- B. The Sheriff shall have exclusive authority to conduct and determine the composition of the oral interview. Provided however, the Sheriff shall comply with state and Federal regulations which may apply in determining questions and scoring of the oral interviews.
- C. The 15% departmental seniority will be credited the employee at the rate of one percent (1%) for each year of departmental seniority to a maximum of 15%.

17.5: The Sheriff shall have exclusive authority to change the status of a part time employee to full time within the Corrections Officer classification.

17.6: Prior to changing the status of a part time Corrections Officer to full time Corrections Officer, the Sheriff shall post a notice that a full time position is available. A Deputy or Detective with an interest in the full time position shall in writing notify the Sheriff. The Sheriff shall provide a competitive job posting notice if an interest is demonstrated by Deputy or Detective. In the event only one (1) Deputy or Detective is interested in the position, the Sheriff may appoint the officer to the full time Corrections Officer position.

17.7: The Employer shall not be prohibited from external recruitment of Deputies, Communication Officers, Correction Officers, Transfer Officers, and all Clerical-Maintenance classifications. All externally and internally recruited candidates shall be required to compete on the same basis. The remaining classifications may only be recruited when there are no internal candidates who have applied. The Sheriff shall have sole discretion to appoint employees to part time positions. Part time employees shall be required to possess the same qualification of a full time employee in the same classification.

17.8: The Employer shall notify the Union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The notification shall state the duties, hours and wages as well as the qualifications for the position. The Union shall have ten (10) days in which to request negotiations for the purpose of establishing the rate of pay for the classification. The Employer shall not fill the position prior to thirty (30) calendar days from issuing the written notice to the Union of a new classification. All annual wages finally established shall be retroactive to the date of appointment to the position. In the event the matter is not resolved within the thirty (30) day period, the matter shall then be a proper subject for binding fact finding.

17.9: Candidates for Detective, Youth Service Detective and Sergeant must have five (5) years of MLEOTC Certification with the St. Clair County Sheriff Department. Candidates for Corrections Corporal must have five (5) years of service with the St. Clair County Sheriff Department as a Correction Officer. Communications Officers and Corrections Officers who wish to test for Deputy positions must be minimally qualified. Minimally qualified shall mean that prior to the career change or promotion test the Corrections Officer has passed the two (2) part MLEOTC pre-academy entry test and possesses the required certification card (green card) from the Michigan Law Enforcement Officers Training Council.

17.10 A promoted or transferred full time or part time employee shall be subject to a nine (9) month orientation period. A promoted or transferred part time employee shall be subject to an eighteen (18) month orientation period. An employee whose performance is unsatisfactory during the orientation period shall be returned to their former classification. An employee shall be returned to their former classification if their request is made during the orientation period.

17.11: Promotion list (points for exam results, oral interview and seniority) shall be maintained for one (1) year from the date of promotion. In the event of any vacancy in the classification, the Sheriff shall appoint the candidate with the highest point total.

17.12: A part time employee who becomes full time shall be entitled to seniority from the date of full time hire.

17.13: Promoted bargaining unit members who transfer back to a rank or classification within the bargaining unit will retain their departmental seniority with the following limitations.

- A. If transfer is within one (1) year of the date of being promoted, the promoted member shall revert to the rank and/or classification held immediately prior to being promoted.
- B. If transfer is due to a departmental wide layoff resulting in the reduction of the number of employees, the promoted former member consistent with Article XII - Layoff and Recall, may revert to the rank and/or classification held immediately prior to being promoted.
- C. Promoted former members who transfer into the bargaining unit for any other reason shall be limited to the classification and compensation of certified Deputy or certified Correction Officer for those who previously held the position.

17.14: Temporary assignments may be made for periods not to exceed one year or leave of absence, unless otherwise mutually agreed by the parties. Employees who are temporarily assigned shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

17.15: Records of disciplinary action of more than three (3) years shall not be considered for promotional purposes.

ARTICLE XVIII
WORKING HOURS

18.1: The work schedule of full time employees shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule. The schedule of part time employees shall be posted no less than one (1) week in advance.

18.2: The Sheriff shall determine the starting time of all shifts. A full time employee's shift shall constitute eight (8) consecutive hours, excluding overtime unless otherwise mutually agreed. A part time employee may be scheduled for a shift for eight (8) or fewer hours in a day but fewer than forty (40) hours in a calendar week.

18.3: The full time employee schedule shall be for a seven (7) week period providing for the approximation of an average of two hundred and eighty (280) hours of work among full time employees. An employee may be scheduled for as many as seven (7) consecutive days and shall not be eligible for overtime based on the consecutive nature of the days. The part time employee schedule shall be for a period of three (3) calendar weeks as a minimum.

18.4: Prior to effecting a full time employee schedule change the employee shall be consulted in an effort to provide a mutually satisfactory change. Be it provided, however, schedule changes shall be based upon classification seniority. The employee with the least classification seniority who could be affected by a schedule change shall be required to work the shift provided that a qualified employee does not volunteer for the shift change.

18.5: The lunch period shall consist of thirty (30) minutes, to be scheduled by the Employer. Personnel assigned to the Sheriff's Department building shall not leave the building for the lunch period unless permitted by the Employer. Employees shall return to work from the lunch period when ordered by the Employer. If emergencies arise or other arrangements cannot be made, employees shall return to work from the lunch period when ordered by the Employer.

18.6: Employees shall have a minimum of twelve (12) hours off between regularly scheduled shifts, unless mutually agreed, or the Employer shall pay overtime for the period less than twelve (12) hours.

18.7: Shift trades mutually agreed upon by employees must have approval of the Employer or such trade shall not be effected. The Employer shall not unreasonably withhold such approval.

18.8: The Sheriff shall endeavor to grant permanent shifts among full time Deputy, Corrections Officer, Communications Officer and Service Bureau Agent classifications. Before the posting of each third schedule or approximately every five (5) months, the Sheriff shall determine the number of employee(s) in each classification on each shift and the time of the shift. The Sheriff shall post a notice of the number and time of the shifts for period of seven (7) consecutive days. The Sheriff shall have the right to establish a swing shift with as many as twenty percent (20%) of the employees in a classification who may be so assigned. An employee who desires a permanent swing shift shall enter their name in the designated place on the notice according to the shift desired. Shift designation shall be in seniority order from the greatest to the least seniority. The Sheriff may determine the shift of an employee for the purpose of training, retraining, or to provide a more structured working environment provided such determination shall not be disciplinary in nature. Be it provided that shift designation shall not be construed to mean selection of work

assignment regardless of seniority or any factor or provision of this Collective Bargaining Agreement. Be it provided, that an employee whose position is funded, in part or whole, by a state or federal grant or contract with another political subdivision shall not be subject to this provision but shall be scheduled at the discretion of the Sheriff.

ARTICLE XIX
OVERTIME

19.1: Overtime shall be paid at a rate of time and one-half (1 1/2) for all hours worked beyond eight (8) hours in one shift or any part of a shift not provided as part of the normal schedule, including court time. Be it provided that overtime does not compound by this definition of the day and week.

19.2: Overtime hours shall be divided as equally as possible among employees in the same classification. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. If no one in the classification is available, it may be offered to the next low-houred, qualified employees in other classifications. If the employee was unavailable or did not choose to work, they will be charged the average number of overtime hours of employees working during that period (three hours minimum). Overtime hours will be computed from January 1 through December 31 each year. Court time shall not be recorded as overtime hours in attempting to equalize overtime hours.

19.3: The Employer shall have the right to compel overtime among employees with the least classification seniority qualified for required work within a classification upon meeting the qualifications established in 19.2: of this Article. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel an equal number of occurrences in a calendar week excluding the right to compel overtime as described in 19.7: of this Article.

19.4: The Employer shall determine the need for and schedule all overtime.

19.5: A message left on an employee's answering machine shall constitute an attempt to provide overtime and be considered a refusal if left unanswered by the employee.

19.6: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half (1 1/2), including Court time.

19.7: The Employer shall have the right to hold over or call in early employees in emergency situations. Such hold-over or call-in early shall be as nearly evenly divided into the shift as circumstances permit.

19.8: In the event of overtime the following procedure shall be followed:

- A. Off duty full time employees shall be called first, based upon their departmental seniority and then their hours actually worked in order to equalize hours. A refusal or unavailability shall be subject to 19.2.
- B. If Step 19.8:A does not result in sufficient staffing the hours shall be offered to the employee with the fewest overtime hours on the shift preceding the shift with the available hours.
- C. If Step 19.8:B. does not result in sufficient staffing the hours shall be offered to the employee with the fewest overtime hours on the shift following the shift with the available hours.
- D. If Step 19.8:C does not result in sufficient staffing the least senior employee from the shift preceding the shift with the available hours shall be compelled to work the overtime consistent with 19.2 and 19.3. Prior to compelling overtime the work shall be offered to available part time employees.
- E. In the event employees volunteer to split the hours of a shift, the commanding officer shall have sole authority to approve or disapprove of the split.

19.9: Special Deputies shall not be used to replace regularly scheduled full-time Deputies as a means of avoiding overtime payment.

19.10 An employee required to appear in Court at a time other than when scheduled to work, provided such Court appearance is related to departmental business, shall be eligible for one and one-half (1 1/2) times the prevailing hourly rate of the employee. The employee issued a subpoena is required to contact the Court designated on the subpoena in the manner prescribed by the Sheriff and/or Court relative to the date and time of their Court appearance. An employee may elect to receive overtime or subpoena or deposition fee(s) but only one and not all. The employee shall not be eligible to receive overtime pay if their Court appearance date and/or time is cancelled and forty-eight (48) hours advance notice is available to the employee and they fail to contact the Court by the prescribed method. The employee required to make a Court appearance is St. Clair County on a scheduled day off shall report to the duty officer in person prior to and after the Court appearance unless instructed to do otherwise by the Employer.

19.11: The Sheriff shall have the right to schedule part time employees when notice of vacancies due to scheduled absences are known twenty-four (24) hours in advance.

ARTICLE XX
LEAVE OF ABSENCE

20.1: Leave of absence without pay for reasonable periods, not to exceed one (1) year, will be granted without loss of seniority for:

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

Such leave may be extended for like cause by consent of the Employer. Be it provided however, that any such leave or extension thereof, shall be consistent with meeting the operating needs of the department.

20.2: Leave of absence without pay for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- A. Serving in any Union position.
- B. Educational purposes when job related.

Such leave may be extended for like cause by consent of the Employer. Be it provided however, that any such leave or extension thereof, shall be consistent with meeting the operating needs of the department.

20.3: Employees who are in some branch of the armed forces, reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer 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 weeks per year or as may be otherwise provided by law.

20.4: All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illnesses extending beyond seven (7) days, a statement by the attending physician shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

20.5: The Employer may require the employee on leave to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

20.6: The requirements of Sections 20.4 and 20.5 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

ARTICLE XXI
INJURY LEAVE WITH PAY

21.1: Any illness or injury to an employee arising out of the performance of their regular duties resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation until sufficiently recovered to perform regular duties for a period of ninety (90) working days or longer at the discretion of the Sheriff. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

21.2: An employee receiving Worker's Compensation and regular salary shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. The employee receiving salary shall endorse the Worker's Compensation payment over to the County. The employee who is not receiving regular salary shall retain the Worker's Compensation payment.

21.3: In the event the employee is not granted an extension or continuation of full pay without deduction from sick day accruals, the employee may elect to continue to receive compensation from the County using accrued sick days. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one-quarter (1/4) sick day each workday of disability or at a rate of one(1) sick day for each four (4) workdays of disability.

21.4: In the event that an employee intends to leave the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 21.1:. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

ARTICLE XXII VETERANS

22.1: The applicable seniority rights of an employee who now or hereafter is a member of the Armed Forces of the United States shall accrue during the period of their military service for reinstatement purposes, subject to the following:

- A. That the returning veteran shall submit their application for reinstatement within one hundred and twenty (120) days of his honorable discharge or hospitalization continuing after discharge.
- B. That the veteran is physically and mentally able to perform a job in the unit covered by the Agreement.
- C. That the moral reputation of the veteran is then reasonably within the standards commonly required for law enforcement officers.

22.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period not to exceed a period equal to their applicable seniority, while in full time attendance in school under applicable federal laws in effect at the time of the honorable discharge of said veteran.

22.3: The mandatory provisions of federal laws and the state of Michigan having to do with the rights of veterans, shall be recognized by the parties, hereto.

ARTICLE XXIII
UNION BULLETIN BOARD

23.1: The union may use a bulletin board which shall be located in the typing room 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 XXIV
PRISONER TRANSFER

24.1: In the event of a scheduled extradition (out of state prisoner transfer) the Sheriff shall assign one (1) Deputy or Detective by seniority on a rotating basis. If a Deputy or Detective declines an opportunity, the Sheriff shall offer the work to the next senior Deputy or Detective on the list.

24.2: In the event of a scheduled intra-state prisoner transfer (within Michigan but outside of St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections Officer.

24.3: In the event of a scheduled local transfer (within St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections Officer.

24.4: In the event of a scheduled intra-state (within Michigan but outside St. Clair County) prisoner transfer the Sheriff may seek a volunteer to assist in the transfer.

24.5: Volunteers shall be departmental employees who would otherwise be off duty. The volunteer shall be paid at their straight time hourly rate for all hours worked unless otherwise required by law.

24.6: The employee will make known to the Sheriff or designee their desire to volunteer. The Sheriff or designee shall determine transfer assignments.

ARTICLE XXV
PAYMENT OF BACK CLAIMS

25.1: If the Employer fails to give an employee work to which it is determined they were entitled, and a written notice of their claim is filed within twenty (20) calendar days of the time the Employer first failed to give them such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work. In such event, the employee will be required to furnish the Employer with a sworn statement of earnings, during said period, and such earnings shall act as an offset in such claim for back wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate with the Employer.

ARTICLE XXVI
RETIREMENT

26.1: 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.

26.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five percent (5%) of their total wages as a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

26.3: 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.

26.4: A retiring employee 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 (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths percent (69.6%)

26.5: 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.

26.6: An employee disabled in conjunction with and as a result of their employment with the Sheriff Department shall be eligible for disability pension. Be it provided to be eligible for disability pension the employee must have completed ten (10) years of service. The health care premium costs shall be borne by the retirement plan. Disability pension compensation shall be provided at fifty percent (50%) of the normal compensation at the time of disability. Disability pension shall be offset by social security and/or worker's compensation.

26.7: An employee in the classification of Corrections Officer, Communications Officer, Deputy, Detective or Youth Service Detective shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment.

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ARTICLE XXVII
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each full time certified Police Officer and certified Corrections Officer hired prior to January 1, 1992 with five (5) years continuous service possessing or acquiring an Associates Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

27.2: Each full time certified Police Officer and certified full time Corrections Officer hired prior to January 1, 1992 with five (5) years continuous service possessing or acquiring a Bachelors Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

27.3: The provisions of Sections 27.1 and 27.2 are not intended to be cumulative. In the event an officer possesses both an Associates and a Bachelors Degree, the Officer shall receive premium pay for the Bachelor's degree only.

ARTICLE XXVIII
SHIFT PREMIUM

28.1: A premium of thirty cents (.30) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 p.m. but not on or after 10:00 p.m., herein referred to as the afternoon shift.

28.2: A premium of forty cents (.40) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 p.m. but not on or after 6:00 a.m. herein referred to as the night shift.

ARTICLE XXVIX
UNIFORM CLEANING ALLOWANCE

29.1: Full time employees required to wear a uniform will be provided a three hundred dollar (\$300.00) annual cleaning allowance. The uniform shall be provided by the Sheriff.

29.2: Part time employees required to wear a uniform will be provided a one hundred and fifty dollar (\$150.00) annual cleaning allowance. The uniform shall be provided by the Sheriff.

29.3: All uniforms shall be come the property of the Sheriff's Department upon the employee's termination regardless of the reason for termination. An employee who fails to return all uniforms shall be required to reimburse the County the uniform cost.

29.4: A certified law enforcement officer not required to wear a uniform shall be entitled to five hundred dollars (\$500.00) annually as clothing/cleaning allowance. The allowance shall be paid in four equal installments of one hundred and twenty-five dollars (\$125.00) in the months of March, June, September and December.

D. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).

31.2: 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 option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

31.3: The County shall have authority to select the health care provider provided such coverage is identical.

31.4: 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 of each month.

31.5: 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 OPTION

- * Plan 100 50/50.
- * 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.

31.6: The Employer will provide a group life insurance plan for qualified insurance employees as the core option as follows:

\$40,000 Law Enforcement Personnel (Including Communications
and Corrections Officers)
\$25,000 Support Personnel

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

31.7: 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.

31.8: 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 procedure to apply for and modify insurance benefits.

ARTICLE XXXII
SERVICE RECOGNITION

32.1: The Employer shall recognize years of continuous full time service by providing the following percentage of annual salary upon anniversary. Maximum annual salary allowable as of January 1, 1988 shall be no greater than \$40,000.

<u>Years of Service</u>	<u>Percentage of Annual Salary</u>
5 - 9	2%
10 - 14	4%
15 - 19	6%
20 - 24	8%
25+	10%

32.2: Employees who satisfy the requirements of the above schedule shall be paid a single lump sum payment the first full pay period following their date of full time hire.

32.3: Credit shall be given retroactively for continuous employment years of service by employees existent as of June 13, 1967.

32.4: Continuous employment, for the purposes of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if possible, but not later than the second following pay day from return.

32.5: Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement, etc.

ARTICLE XXXIII
SICK DAYS

33.1: Full time employees shall accrue sick days at the following rate:

- A. One (1) day a month for the first sixty (60) months of employment.
- B. One and one-half (1 1/2) days per month commencing the sixty-first (61st) month through and including the one hundred and twentieth (120th) month of employment.
- C. One and three quarters (1 3/4) days per month commencing the one hundred and twenty-first (121st) month through and including the one hundred and eightieth (180th) month of employment.
- D. Two (2) days a month commencing the one hundred and eighty-first (181st) month of employment.

33.2: A full time employee shall begin to accrue sick days from the date of full time hire. The first credit and all subsequent credits shall be made on the employee's monthly anniversary commencing with the month following date of full time hire.

33.3: The employee shall be eligible to use sick days upon completion of six (6) months of full time employment.

33.4: Employees shall not be paid for more sick days than they have accrued.

33.5: Sick days may be used for illness and/or injury to the employee's spouse or child when it is considered to be of a serious nature. Such leave shall not exceed ten (10) sick days per year.

33.6: Employees may use up to five (5) sick days in case of death in the immediate family. The immediate family shall mean spouse, child, step-child, parent, step-parent, grandparent, brother, sister or any of the aforementioned relatives when related to the spouse.

33.7: Proof of illness, injury or death in the employee's immediate family may be required before payment of sick days is made in sections 33.5 and 33.6.

33.8: Consecutive sick days used in excess of the employee's regular scheduled work week shall be supported by a statement from the attending physician when requested by the Employer.

33.9: When an employee's illness, or injury raises the question of fitness to perform normal duties, the Employer may require the employee to submit to an examination by a physician chosen by the Employer, provided that all expenses incurred for such examination are paid by the Employer.

33.10: The requirements of Sections 33.8 and 33.9 may be waived by the Employer, but shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

33.11: An employee who uses two (2) sick days in a thirty (30) day period or six (6) days in a ninety (90) 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 shall be examined by a physician designated by the Employer in order to determine whether an illness prevents the employee from reporting to work. The Employer shall pay the examination cost if an illness is verified. If no illness is verified the employee shall pay the examination cost. 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 Sheriff or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

33.12: Upon termination of employment or death, each employee shall be entitled to receive compensation for accrued sick days based upon maximum accrual of 120 days in accordance with the following schedule:

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	10%
25 to 36	20%
37 to 48	30%
49 to 60	40%
61 or more	50%

33.13: An employee, eligible to use sick days, who reports to work and becomes ill shall have sick time deducted as follows:

- A. One-half (1/2) a day if the employee reports to work and works less than half of his scheduled shift.
- B. No deduction if the employee reports to work and works more than half of his scheduled shift.

33.14: An employee who is unable to report to work due to illness shall provide no less than thirty (30) minutes prior notice. Failure to provide timely notice may result in the loss of an additional one-half (1/2) of a sick day.

33.15: An employee shall be entitled to accrue sick days to a maximum of one hundred and twenty (120) days.

ARTICLE XXXIV
VACATIONS

34.1: Employees shall be entitled to vacation according to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees Days</u>	<u>Part Time Employee Hours</u>
1 - 2	10	30
3 - 4	12	36
5 - 9	15	45
10 - 14	17	51
15 - 19	20	60
20 - 24	22	66
25+	25	75

34.2: The full allocation of days or hours according to the above schedule shall be credited to the employee upon each anniversary of employment with the department.

34.3: An employee shall not be entitled to use more time than has been earned or in advance of time to be credited.

34.4: A full time employee shall not be entitled to carry forward more than ten (10) days of vacation credit from the previous year. If the Employer is unable to grant vacation for whatever reason the ten (10) day limitation shall not apply. However, the employee shall make a request for a vacation which will both limit the number of days forwarded to ten (10) days, and shall not conflict with a more senior employees vacation request.

Failure to make such a request shall result in the forfeiture of days in excess of ten (10). A part time employee shall not accrue vacation hours from anniversary year to anniversary year.

34.5: Vacation selection among full time employees shall be made before the start of each year on the basis of classification seniority. The member with the most classification seniority will be allowed to choose first, then the next most senior, etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-eight (28) consecutive days.

34.6: The Employer shall allow vacation to fifteen percent (15%) of the active full time employees at a given time. Active employees shall mean physically able to perform normal duties. In no case shall fifteen percent (15%) be less than one (1) employee. Fractions of numbers will be rounded up at the nearest whole number.

34.7: Fifteen percent (15%) of the actively scheduled Deputies may be granted vacation at any time. The Employer shall have exclusive authority to grant additional Deputies vacation time.

34.8: Requests for vacation time not selected before the start of each year on a classification seniority basis shall be granted to members on a "first come, first serve" basis. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time twenty-four (24) hours in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

34.9: An employee who terminates employment for any reason shall be entitled to payment of all accrued vacation days and a proration of the days to be credited to them on their following anniversary. In the event of death, said vacation days shall be paid to the employee's beneficiary or estate. The employee shall forfeit one (1) day of vacation day payoff for each day short of providing two (2) weeks notice of a voluntary quit.

34.10: Part time employees shall be entitled to request vacation at the employee's discretion. Vacation shall be approved or disapproved based upon maintaining the efficient operation of the department and the reasonable accommodation of vacation requests.

ARTICLE XXXV
HOLIDAYS

35.1: All full time employees are entitled to the following holidays with pay:

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday of January)
President's Day (Third Monday of February)
Good Friday Afternoon (Last half of the shift)
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)
State & General Election Day (Tuesday following the first Monday
of November each even year)
Christmas Eve (December 24 the last half of the shift)
Christmas Day (December 25)
New Year's Eve (December 31, the last half of the shift)

35.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply.

35.3: Employees not required to work a holiday even though it may fall on a normally scheduled workday shall receive straight time holiday pay.

35.4: Employees on a scheduled day off shall receive vacation time credited to them.

35.5: Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

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

35.7: Part time employees may be scheduled to work holidays in order to grant full time employees the day off. Part time employees who work a holiday shall be paid at one and one half (1 1/2) times the normal hourly rate.

ARTICLE XXXVI
JURY DUTY

36.1: Employees who are called and/or serve on Jury Duty on a scheduled work day shall be considered as having worked that day, provided that proof of serving jury duty is given, checks from court are turned in and duty was for more than four (4) hours. If an employee serves less than four (4) hours, he shall return to work or report for his regularly scheduled shift.

ARTICLE XXXVII

SALARY

EFFECTIVE July 1, 1990

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
Service Bureau Agent	\$17,568	18,282	19,052	19,869	20,734	21,649	
Inmate Trust/ Commissary Clerk	\$17,568	18,282	19,052	19,869	20,734	21,649	
Custodian	\$17,568	18,282	19,052	19,869	20,734	21,649	
Communications Officer	\$18,156	19,043	19,974	20,954	21,716	22,642	
Corrections Officer	\$21,568	23,478	25,614	27,458	28,402	29,247	
Deputy	\$22,530	24,405	26,436	28,636	31,020	33,602	36,400
Detective	\$32,048	33,350	34,554	35,885	37,259	38,702	
Transfer Officer	\$5.20 Hourly						

EFFECTIVE July 1, 1991

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
Service Bureau Agent	\$18,270	19,013	19,814	20,664	21,564	22,515	
Inmate Trust/ Commissary Clerk	\$18,270	19,013	19,814	20,664	21,564	22,515	
Custodian	\$18,270	19,013	19,814	20,664	21,564	22,515	
Communications Officer	\$18,883	19,805	20,773	21,792	22,585	23,548	
Corrections Officer	\$22,539	24,535	26,767	28,694	29,680	30,563	
Deputy	\$23,431	25,381	27,493	29,782	32,261	34,947	37,856
Detective	\$33,330	34,684	35,936	37,321	38,749	40,250	
Transfer Officer	\$5.40 Hourly						

EFFECTIVE July 1, 1992

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
Service Bureau Agent	\$19,001	19,774	20,606	21,491	22,426	23,415	
Inmate Trust/ Commissary Clerk	\$19,001	19,774	20,606	21,491	22,426	23,415	
Custodian	\$19,001	19,774	20,606	21,491	22,426	23,415	
Communications Officer	\$19,733	20,696	21,708	22,773	23,601	24,608	
Corrections Officer	\$23,666	25,762	28,105	30,118	31,164	32,091	
Deputy	\$24,368	26,396	28,593	30,973	33,551	36,344	39,370
Detective	\$34,663	36,071	37,374	38,813	40,299	41,860	
Transfer Officer	\$5.60 Hourly						

ARTICLE XXXVIII
TERM OF AGREEMENT

38.1: This Agreement shall be in effect and become operative on July 1, 1990 and shall continue in operation and effect through June 30, 1993. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to June 30, 1993 give notice in writing to the Employer or to the Union 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, 1993 subject to termination or modification, thereafter by either party upon ten (10) calendar days written notice.

38.2: 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 _____, 199_.

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

THE COUNTY OF ST. CLAIR

James DeVries
Business Agent

Chairman,
Board of Commissioners

ST. CLAIR COUNTY DEPUTY
SHERIFF'S ASSOCIATION

Marian Sargent, County Clerk

Richard DeShon, President

Dan Lane, Sheriff

Warren Flynn, Vice President

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXIX
UNIFORM CLEANING ALLOWANCE

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM hereby establish and agree with regard to uniform cleaning allowance as follows;

1. Service Bureau Agent, Kim Sullivan, shall be entitled to receive four hundred dollars (\$400.00) annual cleaning allowance paid in equal quarterly installments in March, June, September and December. In the event Kim Sullivan promotes or transfers to another position with the Sheriff Department, she shall be subject to the cleaning allowance attributable to the new position or ineligible as the case may be. In any event Kim Sullivan shall no longer be eligible for an exceptional cleaning allowance as hereby provided.

2. Inmate Trust/Commissary Clerk, Constance Dodd, shall be entitled to receive four hundred dollars (\$400.00) annual cleaning allowance paid in equal quarterly installments in March, June, September and December. In the event Constance Dodd promotes or transfers to another position with the Sheriff Department, she shall be subject to the cleaning allowance attributable to the new position or ineligible as the case may be. In any event, Constance Dodd shall no longer be eligible for an exceptional cleaning allowance as hereby provided.

FOR THE COUNTY

FOR THE POAM

DATE _____

DATE _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXIV
PRISONER TRANSFER

The County of St. Clair, The St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM hereby establish and agree with regard to Prisoner Transfers;

1. Two qualified full time Corrections Officers will be assigned to primarily conduct prisoner transfers on a rotating seniority basis for a period of eight (8) weeks (one schedule). Beginning with the two most senior full time Corrections Officers who are qualified to conduct transfers. Volunteers will be requested to work days from Monday to Friday for a period of eight (8) weeks with their starting time determined by administration. Those agreeing to have their shifts adjusted for this period will be used primarily for transfers/court etc. and will not be considered when a need for compulsory overtime is required to fill a regular shift. They may, however, volunteer for overtime if it is their turn to be contacted. During this eight (8) week period it will not be necessary to fill one of these slots with overtime should one of the volunteers be on vacation or off sick.

Every schedule, two new volunteers will be selected from the list of those qualified to make transfers, on a seniority basis. By rotating the assignment every schedule we have agreed that this will equalize and provide a fair opportunity for everyone to get a break from the routine of working in the jail.

In order to implement the above procedure, POAM has agreed that the vacancies created by the volunteers may be filled by regularly scheduling part-time Corrections Officers as replacements. The intent was not to create additional overtime and that overtime would be used only when part timers were not available to fill the vacancy.

2. Off duty full time Corrections Officers who are qualified to conduct prisoner transfers may again volunteer their time to do so on a straight pay basis for the first eight (8) consecutive hours. Anything in excess of the eight (8) consecutive hours will be compensated at time and a half with no limit as to the amount of time that can be volunteered.

The key is that this is strictly a voluntary situation where the employee will fill out a book in advance that identifies the date and times that they will be available. The on duty Corporal will determine if their services are needed and inform the volunteer of such. Assignments are made at the discretion of the Corporal based upon the needs of the department.

Volunteering for prisoner transfer duty in order to avoid being compelled to work a regular shift (overtime) will not be allowed. It is clearly understood that hours worked by volunteers will not have any impact on the contract provision of having twelve (12) hours off between regularly scheduled shifts.

PAGE 2
LETTER OF UNDERSTANDING
ARTICLE XXIV
PRISONER TRANSFER

Transfers that involve overnight stays will be compensable from a port to port basis. In other words, from the time it takes to get to a destination and not for the time spent sleeping. If it takes ten (10) hours to get to the destination, then the first eight (8) hours is straight time and the last two (2) is overtime. This applies to in state transfers only at this time.

3. Part-time Corrections Officers, Transfer Officers, & Inmate Account Clerk:

Part time Corrections employees will be entitled to overtime pay for hours worked in excess of eight (8) consecutive hours within a day.

Part-timers should not be "regularly scheduled" for more than thirty-nine (39) hours per week. Exceptions can be made in accordance with the POAM contract where allowable. It would not be uncommon to have a part-time employee with less than thirty-nine (39) regularly scheduled hours at straight time pay and eight (8) hours of overtime pay on their checks as overtime for them is determined by the number of hours worked consecutively in a day.

Part-timers may be asked to work overtime in order to avoid compelling a full-time employee to work a shift. All overtime worked in this manner is strictly on a voluntary basis (unless an extreme emergency exists). This is so that those part-timers with other jobs or commitments are not affected.

Overtime for part-time employees should be limited to those situations where full time employees have first been offered the opportunity and have turned it down. Exceptions can be made but must be justifiable as to the best interests of the Sheriff Department or community.

FOR THE EMPLOYER

DATE

FOR THE POAM

DATE

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXVI
RETIRFMENT

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM, hereby establish and agree that individual POAM bargaining unit members who are members upon the date of this Agreement, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article XXVI - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable.

Employees who become subject to POAM representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE EMPLOYER

DATE

FOR THE POAM

DATE

RESOLUTION 92-04

APPROVING SUPPLEMENTAL APPROPRIATION FOR
SENIOR CITIZENS MILLAGE FUNDS FOR 1992

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,

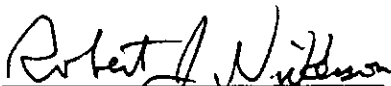
WHEREAS, the Commission on Aging, appointed by the County Board of Commissioners, has reviewed and does recommend the approval of certain appropriations.

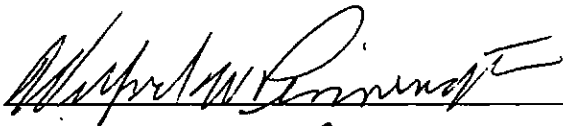
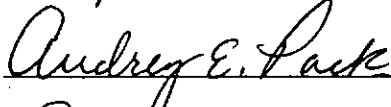
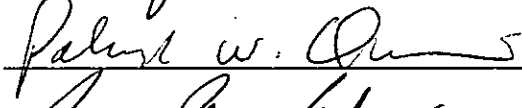

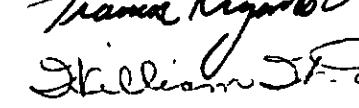



NOW, THEREFORE, BE IT RESOLVED: that a supplemental, one-time appropriation of Senior Citizens Millage funds, to be allocated from the 1992 Fund Balance, is as follows:

Visiting Nurses Association	\$ 786.00
Domestic Assault and Rape Elimination Services (D.A.R.E.S.) Pathway Shelter Home	\$ <u>4,523.00</u>
Total:	\$ <u>5,309.00</u>

DATED: February 12, 1992

Reviewed and Approved by:


ROBERT J. MICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-03

ENCOURAGING THE GOVERNOR AND STATE LEGISLATURE
TO APPROVE A STATE TOBACCO USER FEE INCREASE

WHEREAS, the use of tobacco products have caused significant health problems for the citizens of Michigan; and

WHEREAS, tobacco kills 15,300 persons each year and costs Michigan \$2.2 billion annually in illness care and lost productivity; and,

WHEREAS, Michigan's overall chronic disease death rate is the worst in the nation; and

WHEREAS, local public health programs such as cost sharing have been inadequately financed for several years by the State; and,


WHEREAS, our local county health department is increasingly unable to respond to growing health problems.

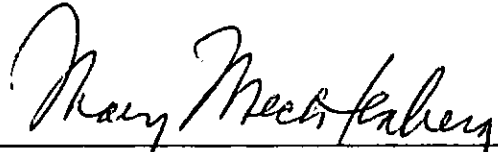

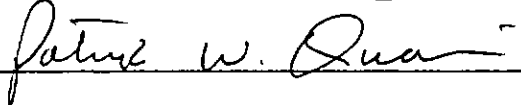
NOW, THEREFORE, BE IT RESOLVED: that the St. Clair County Board of Commissioners encourages the Governor and the State Legislature to work cooperatively on a state tobacco user fee increase.

BE IT FURTHER RESOLVED: that the St. Clair County Board of Commissioners encourages that the monies raised by this user fee increase be used to finance local health initiatives.

DATED: February 12, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION NO. 92 - 02

COUNTY OF ST. CLAIR
BOARD OF COMMISSIONERS

At a regular meeting of the Board of Commissioners of St. Clair County on February 12, 1992 at 7:30 o'clock p.m., Michigan time there were

PRESENT: _____

ABSENT: _____

The following preamble and resolutions were offered by Commissioner _____ and seconded by Commissioner _____:

WHEREAS, this Board of Commissioners has adopted a resolution approving the acquisition and construction of the St. Clair County Sewage Disposal System No. XI (City of Yale) (the "System") for the purpose of enhancing the sewer facilities of a district which lies wholly within the City of Yale (the "City"); and

WHEREAS, pursuant to a resolution of this Board of Commissioners and pursuant to a resolution adopted by the governing body of the City, the County of St. Clair (the "County") and the City are entering into a Contract dated as of February 1, 1992 (the "Contract"), whereby the County agrees to acquire, construct, and finance the System at an estimated cost of \$403,606 and the City agrees to pay for the cost of the System, which is to be financed by bonds to be issued by the County (the "Bonds") in the aggregate principal amount of \$400,000, together with interest earnings on the proceeds of the Bonds; and

WHEREAS, the System will serve the residents of the City; and

WHEREAS, under the Contract, the City is to pay semiannually to the County an amount equal to each semiannual installments of principal of, premium, if any, and interest on the Bonds then due and in addition is to pay all transfer agent and registrar fees and other bond service charges, as determined pursuant to the Contract; and

WHEREAS, the County desires to issue Bonds pursuant to Act No. 185, Michigan Public Acts of 1957, as amended (the "Act"), in anticipation of the payments to be made by the City under the Contract; and

WHEREAS, the County Board of Public Works has approved this resolution and recommends its adoption by the Board of Commissioners.

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

Section 1. Definitions. Wherever used in this resolution or in the Bonds, except where otherwise indicated by the context:

(a) The term "Bonds" shall mean the bonds to be issued pursuant to Section 3 below and designated St. Clair County Sewage Disposal System No. XI (City of Yale) Bonds (Limited Tax General

Obligation) pursuant to Section 4 below and any additional bonds issued pursuant to Section 11 hereof and Section 14 of the Contract.

(b) The term "County" shall mean the County of St. Clair, Michigan.

(c) The term "Local Unit" shall mean the City of Yale, County of St. Clair, Michigan.

(d) The term "County Agency" shall mean the Department of Public Works of the County.

(e) The term "Project" shall mean the Improvements to be acquired and constructed, as referred to in the preamble to this resolution and the Contract.

(f) The term "Contract" shall mean the contract, heretofore made and executed between the County, by its duly designated County Agency, and the Local Unit, as set forth in the preamble hereto.

(g) The term "Contractual Payments" shall mean the installment payments required to be made by the Local Unit to the County pursuant to the provisions of Section 9 of the Contract and pledged for the payment of principal and interest on the Bonds.

Section 2. Approval of Contract. The Contract is hereby approved, ratified and confirmed.

Section 3. Issuance of Bonds. For the purpose of paying a portion of the local share cost of the construction of the Project, including payment of engineering, legal and financing expenses in connection therewith and capitalized interest, if any after issuance of the Bonds, there is to be borrowed a sum of up to Four Hundred Thousand & 00/100 (\$400,000) Dollars and that in evidence thereof there be issued one or more series of Bonds of the County under this Resolution and supplemental resolutions to this Resolution, as hereinafter set forth. The balance of the cost of the Project shall be paid from funds of the Local Unit and the proceeds of additional bonds to be issued hereunder, if any.

Section 4. Bond Terms. The Bonds shall be designated ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. XI (CITY OF YALE) BONDS (LIMITED TAX GENERAL OBLIGATION), the principal of and interest thereon to be payable primarily out of the Contractual Payments. The Bonds shall consist of bonds registered as to principal and interest in the denomination of \$5,000 or integral multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication from 1 upwards, callable prior to maturity as hereinafter provided, dated as of March 1, 1992, and shall be payable annually on November 1 of each year as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
1993	\$25,000	2001	\$25,000
1994	25,000	2002	25,000
1995	25,000	2003	25,000
1996	25,000	2004	25,000
1997	25,000	2005	25,000
1998	25,000	2006	25,000
1999	25,000	2007	25,000
2000	25,000	2008	25,000

Bonds of this issue maturing in the years 1993 to 2001, inclusive, shall not be subject to redemption prior to maturity.

Bonds or portions of Bonds in integral multiples of \$5,000, of this issue maturing in the years 2002 to 2008, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, by lot within a maturity, on any interest payment date on or after November 1, 2001, at par and accrued interest to the date fixed for redemption, plus a premium (payable only upon optional redemption prior to maturity) expressed as a percentage of par, as follows:

1.5% of the par value of each Bond or portion thereof called for redemption on or after November 1, 2001, but prior to November 1, 2003;

1.0% of the par value of each Bond or portion thereof called for redemption on or after November 1, 2003, but prior to November 1, 2005;

0.5% of the par value of each Bond or portion thereof called for redemption on or after November 1, 2005, but prior to November 1, 2007; and

0.0% of the par value of each Bond or portion thereof called for redemption on or after November 1, 2007, but prior to maturity.

In case less than the full amount of an outstanding Bond is called for redemption, the Transfer Agent, upon presentation of the Bond called for redemption, shall register, authenticate and deliver to the Registered Owner of record a new Bond in the principal amount of the portion of the original Bond not called for redemption of the same maturity and bearing the same interest rate.

Notice of redemption shall be given to the Registered Owners of Bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the Registered Owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said Bonds.

The Bonds shall bear interest at a rate or rates determined on sale thereof, not exceeding a rate of ten percent (10%) per annum, with a discount of not to exceed one percent (1%), payable on May 1, 1992, and semiannually thereafter, by check drawn on the Transfer Agent (as defined herein) mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the County to conform to market practice in the future. The principal of the Bonds shall be payable upon presentation and surrender to the Transfer Agent at its principal corporate trust office. NBD Bank, N.A., Detroit, Michigan, a national banking association, qualified to act as bond registrar, paying agent and transfer agent, is hereby appointed to serve as bond registrar, paying agent and transfer agent (the "Transfer Agent") for the Bonds. The County Agency is hereby authorized to execute one or more agreements with the Transfer Agent on behalf of the County. The County reserves the right to replace the Transfer Agent at any time by written notice mailed to the registered owners of record of bonds not less than sixty (60) days prior to any interest payment date.

Section 5. Execution and Delivery of Bonds. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute the Bonds by means of their facsimile signatures when issued and sold for and on behalf of the County and to imprint a facsimile of the seal of the County thereon. No Bond of this series shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted. Executed blank Bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

The Transfer Agent shall maintain and keep registration books for the Bonds on behalf of the County. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the County shall execute and the Transfer Agent shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds, bearing the same interest rate and maturity date and for like aggregate principal amount as the surrendered Bond or Bonds. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Section 6. Primary Security for Bonds. The Bonds and the interest thereon shall be payable primarily from the Contractual Payments, for the payment of which the Local Unit in the Contract has pledged its full faith and credit, subject to constitutional, statutory and charter limitations pursuant to the provisions of the Act. The Local Unit has covenanted and agreed to levy taxes to the extent necessary to provide funds to meet the Contractual Payments as they become due under the provisions of the Contract, subject to constitutional, statutory and charter limitations. The Bonds are being issued in anticipation of the Contractual Payments, and the Contractual Payments are "contract obligations in anticipation of which bonds are issued" within the purview of Section 6, Article IX of the Constitution of the State of Michigan.

All of the Contractual Payments are hereby pledged solely and only for the payment of the principal of and interest on the Bonds and any additional bonds issued pursuant to the Contract and this Resolution.

Section 7. Debt Retirement Fund. It shall be the duty of the County Agency, after the adoption of this resolution and the sale of the Bonds, to open a special depository account to be designated DEBT RETIREMENT FUND - St. Clair County Sewage Disposal System No. XI (City of Yale) Bonds (the "Debt Retirement Fund"), into which account it shall be the duty of the County Agency to deposit, as received, the amount of capitalized interest and accrued interest from the proceeds of the Bonds, if any, the Contractual Payments, any payments made by the County pursuant to the provisions of Section 9 of this resolution, and any advance payments made by the Local Unit or any additional moneys paid by the Local Unit to be used for purchasing Bonds for retirement prior to maturity. After satisfaction of any obligations to rebate earnings to the United States, moneys from time to time on hand in said Debt Retirement Fund shall be used solely and only for the payment of the principal of, redemption premium, if any, and interest on the Bonds.

Section 8. Construction Fund. It shall be the duty of the County Agency, after the adoption of this Resolution and the sale of the Bonds, to open a special depository account to be designated CONSTRUCTION FUND - St. Clair County Sewage Disposal System No. XI (City of Yale) Bonds (the "Construction Fund"), into which it shall be the duty of the County Agency to deposit, as received, all proceeds of the Bonds, less the amount of any capitalized interest or accrued interest, if any, on the Bonds deposited into the Debt Retirement Fund. All moneys in the Construction Fund shall be used solely to pay the costs of, or related to, the Project, or to pay costs incident to the issuance of the Bonds. Any moneys remaining in the Construction Fund after completion of the Project and payment in full of all costs of the Project shall be used in accordance with the provisions therefor specified in the Contract.

Section 9. Secondary Security for Bonds. Pursuant to 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 all of the Bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments pledged to pay the principal of and interest on the Bonds when due, as specified herein and in the Contract, upon written notification by the County Agency to the County Treasurer of the County of the amount of such deficiency, the County Treasurer shall promptly, out of County Funds, deposit into the

Debt Retirement Fund the amount of such deficiency and, if necessary for such payment, the County shall be obligated to levy ad valorem taxes on all taxable property in the County, subject to constitutional, statutory and charter limitations. If it becomes necessary for the County to so advance such moneys, it shall have such right or rights of reimbursement and any and all remedies therefor as provided by the Act or any other law. The County recognizes and covenants that its full faith and credit pledge herein is a first budget obligation.

Section 10. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF MICHIGAN

ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. XI
(CITY OF YALE) BONDS

(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
		March 1, 1992	

Registered Owner: _____

Principal Amount: _____

The County of St. Clair, State of Michigan (the "County"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on May 1, 1992 and semiannually thereafter. Principal of this Bond is payable, upon surrender of this Bond, at the principal corporate trust office of NBD Bank, N.A., Detroit, Michigan, or such other transfer agent as the County may hereafter designate by notice mailed to the Registered Owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the County maintained by the Transfer Agent, by check or draft mailed to the Registered Owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments (the "Contractual Payments") to be paid by the City of Yale (the "Local Unit") located in the County of St. Clair, Michigan, to the Department of Public Works of the County of St. Clair, Michigan (the "County Agency"), acting for and on behalf of the County, pursuant to a contract (the "Contract"), dated February 1, 1992 between the County Agency and the Local Unit, whereby the County Agency, on behalf of the

County, is to construct sewage disposal improvements in the County to service the Local Unit, said improvements having been designated as the St. Clair County Sewage Disposal System No. XI (City of Yale) (the "Project"). By the provisions of the Contract and pursuant to the authorization provided by law, the Local Unit has pledged its full faith and credit, subject to constitutional, statutory and charter limitations, for the payment of its Contractual Payments. The County has irrevocably pledged to the payment of this issue of bonds the total Contractual Payments, which 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 County, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledge of the County is a limited tax general obligation, and the County is required to pay its debt service obligations on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which it is authorized to levy. However, the ability of the County to levy such taxes is subject to constitutional, statutory and charter limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of \$400,000 issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on February 12, 1992, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, for the purpose of paying part of the cost of constructing the Project in the County to service the Local Unit. 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. Additional bonds of equal standing with this issue of bonds may be issued by the County under the Contract and said resolution from time to time in the future to finance a portion of the cost of the Project.

Bonds of this issue maturing in the years 1993 to 2001, inclusive, shall not be subject to redemption prior to maturity.

Bonds or portions of bonds in integral multiples of \$5,000, of this issue maturing in the years 2002 to 2008, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, by lot within a maturity, on any interest payment date on or after November 1, 2001, at par and accrued interest to the date fixed for redemption, plus a premium (payable only upon optional redemption prior to maturity) expressed as a percentage of par, as follows:

1.5% of the par value of each bond or portion thereof called for redemption on or after November 1, 2001, but prior to November 1, 2003;

1.0% of the par value of each bond or portion thereof called for redemption on or after November 1, 2003, but prior to November 1, 2005;

0.5% of the par value of each bond or portion thereof called for redemption on or after November 1, 2005, but prior to November 1, 2007; and

0.0% of the par value of each bond or portion thereof called for redemption on or after November 1, 2007, but prior to maturity.

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the Registered Owner of record a new bond in the principal amount of the portion of the original bond not called for redemption of the same maturity and bearing the same interest rate.

Notice of redemption shall be given to the Registered Owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the Registered Owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bonds.

This bond is transferable only upon the books of the County kept for that purpose at the office of the Transfer Agent by the Registered Owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his or her attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount, bearing the same interest rate and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing the bonds, and upon the payment of the charges, if any, therein prescribed.

This bond has been designated as a qualified tax exempt obligation for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

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

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

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 facsimile signature of the Chairman of the Board of Commissioners and to be countersigned by the facsimile signature of the County Clerk and a facsimile of the corporate seal of the County to be imprinted hereon, all as of the Date of Original Issue.

COUNTY OF ST. CLAIR

By William H. Daniels
Chairman, Board of Commissioners

[SEAL]

Countersigned:

Marion Sargent
County Clerk

DATED: February 12, 1992

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Judith A. Keegan
Harold M. Barrington
Patricia W. O'Connell

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned resolution.

Transfer Agent

By: _____
Authorized Signature

Date of Registration: _____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto [_____]

Please insert Social Security or
Other Identifying Number of Assignee

(please print or type name and address of transferee)

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Bank, Trust Company or Firm

By: _____
Authorized Signature

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Bond.

Section 11. Additional Bonds. Nothing contained in this resolution or the Contract shall be construed to prevent the County from issuing additional bonds in accordance with the provisions of the statutes of the State of Michigan for the purpose of financing sewage disposal facilities authorized by law, but such bonds shall in no way have any lien or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue, unless additional bonds are issued, as authorized in the Contract, to complete the Project, which additional bonds the County is hereby authorized to issue and which additional bonds shall be secured, on a pari passu basis with the Bonds, by the Contractual Payments.

Section 12. Contract with Bondholders. The provisions of this resolution, together with the Contract attached hereto, shall constitute a contract between the County and the holder or holders of the Bonds from time to time, and after the issuance of the Bonds, may only be amended pursuant to Sections 16 or 17 hereof. The provisions of this resolution and the Contract shall be enforceable by appropriate proceedings taken by such holder under the law.

Section 13. Covenants of County. The County covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain unpaid as to either principal or interest:

(a) The County and the County Agency will punctually perform all of its obligations and duties under this resolution and the Contract, and will collect, aggregate and apply the Contractual Payments and other moneys paid by the Local Unit or by the County, in the manner required under this resolution and the Contracts.

(b) The County will promptly and punctually perform all of its legal obligations and duties relative to the prompt payment of the principal of and interest on the Bonds by virtue of the pledge of its full faith and credit for the payment thereof under the terms of this resolution.

(c) The County and the County Agency will apply and use the proceeds of sale of the Bonds in the manner required by the provisions of this resolution and the Contract.

(d) The County and the County Agency 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 and other moneys received from the Local Unit or advanced by the County.

(e) To the extent permitted by law, the County and the County Agency shall take all actions within their control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and money deemed to be Bond proceeds.

Section 14. Proceeds of Bond Sale; Investment. Subject to compliance with the provisions of Section 13(e) above, the proceeds of sale of the Bonds herein authorized, except a sum equal to the accrued interest and premium, if any, and the amount of capitalized interest, if any, received upon delivery of the Bonds, which sums shall be deposited into the Debt Retirement Fund, shall be deposited in the Construction Fund and used by the County solely and only to pay costs of construction of the Project, including all engineering, legal, financing and other expenses incident thereto. Pending utilization of said funds for said purposes, said moneys, as nearly as may be practicable, shall be invested, reinvested and deposited in any legal investment for County funds as permitted by Michigan law, which investments and deposits shall mature, or which shall be subject to redemption by the holder thereof at the option of the holder, not later than the respective dates, as estimated by the County Agency, when such moneys will be required to pay costs of construction of the Project. Said investments and deposits shall be selected by the County Agency. After satisfaction of any obligations to rebate earnings to the United States, interest realized from such investments or deposits shall be considered as additional moneys for construction.

Section 15. Duties of County Agency Regarding Sale of Bonds. The County Agency is hereby designated, for and on behalf of the County, to (a) prepare and submit application to the Michigan Department of Treasury for its approval of the issuance of the Bonds and the form of notice of sale, as required by law, or, alternatively, for an order of exception from prior approval (with payment of the required fee); (b) to prepare a form of notice of sale, fix a date of sale, conduct the sale, and accept the best bid received at such sale; (c) to publish notice of sale in *The Detroit Legal News*, Detroit, Michigan, at least seven (7) full days prior to the date fixed for sale; and (d) to do all other acts and take all other actions and other necessary procedures required to effectuate a sale and delivery of the Bonds, including, if appropriate, and without limitation, preparing, executing and circulating an official statement with respect to the Bonds, circulation of which is hereby authorized and approved, purchasing credit enhancement and/or reducing the amount of Bonds sold and/or delivered if the County Agency determines that the full amount thereof is not necessary to complete the Project. The County Agency shall not be required to secure an amendment to this resolution or other approval from the County Board of Commissioners if any reduction produces a bond issue whose terms remain within the terms authorized by this resolution as outside parameters, or if such reduction or alteration is insignificant or insubstantial.

Section 16. Supplemental Resolutions Not Requiring Approval of Registered Owners. The County may adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions of this resolution (which supplemental resolutions shall thereafter form a part hereof) without the approval of the Registered Owners of the Bonds:

(a) to cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) to grant to or confer upon the County for the benefit of the Registered Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Registered Owners; or

(c) to make subject to the provisions of this resolution any additional property; or

(d) to comply with the provisions or requirements of Section 103 or 148 of the Internal Revenue Code of 1986, as amended, in order to maintain the exclusion from federal income taxation of interest on the Bonds; or

(e) to comply with the provisions of this resolution and the Contract pertaining to supplemental resolutions in connection with the issuance of additional bonds; or

(f) to accomplish, implement or give effect to any other action which is authorized or required by this resolution.

Section 17. Supplemental Resolutions With Approval of Registered Owners. Subject to the terms and provisions contained in this Section 17, and not otherwise, the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds shall have the right, from time to time, to consent to and approve the adoption by the County of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this resolution or in any supplemental resolution as then may apply to the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond, or (b) any alteration of any redemption requirements of Bonds except as may be provided herein or (c) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon, or (d) the creation of a lien upon or a pledge of the Contractual Payments other than the lien and pledge created by this resolution, or (e) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (f) any alteration in the nature of the permitted investments of County funds and accounts relating to the Bonds or the application thereof, or (g) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Registered Owners of the execution of any supplemental resolution as authorized in Section 16 hereof.

If at any time the County desires to adopt any supplemental resolution for any of the purposes of this Section 17, the County shall cause notice of the proposed adoption of such supplemental resolution to be mailed, postage prepaid, to all Registered Owners at their addresses as they appear on the registration books. The notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the office of the County Clerk for inspection by all Registered Owners.

Whenever, at any time within one year after the date of mailing such notice, the County shall receive an instrument or instruments in writing purporting to be executed by the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the County may adopt such supplemental resolution in substantially such form, without liability or responsibility to any Registered Owner, whether or not such Registered Owners shall have consented thereto.

If the Registered Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the acceptance of such supplemental resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Bond shall have any right to object to the adoption of such supplemental resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or to enjoin or restrain the County from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental resolution pursuant to the provisions of this Section 17, this resolution shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the County, the Transfer Agent, and all Registered Owners of Bonds outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 18. Designation as Qualified Tax Exempt Obligations. The County hereby designates the Bonds of this issue as "qualified tax exempt obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, for purposes of deduction of interest by financial institutions.

Section 19. Conflicting Provisions Repealed. All resolutions or orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

Section 20. Effective Date of Resolution. This resolution shall become effective immediately upon its passage.

AYES: _____

NAYS: _____

I, the undersigned, the County Clerk of the County of St. Clair, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Board of Commissioners of said County at its meeting held on February 12, 1992, relative to adoption of the resolution therein set forth; 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

Dated: _____

DAA08705

bonds in the amount of \$400,000 plus interest on the proceeds thereof are hereby approved.

3. This public corporation does hereby ratify and confirm its covenant in the aforesaid contract to levy ad valorem taxes against all taxable property within its boundaries to the extent necessary to meet its obligations thereunder, and does further indicate its purpose and intent to make such a levy annually, such levy to be continued as necessary to meet the obligations under the aforesaid contract. Such levy, if necessary, shall be within statutory and constitutional limitations.

4. Said contract shall become binding and effective upon the approval thereof by resolution of the Board of Commissioners of the County of St. Clair and execution thereof by the County of St. Clair by its Board of Public Works.

5. The City hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the bonds from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds.

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

AYES: Members: Gardner, Molesworth, Gorman, Marcetti
 Winters

NAYS: Members: None

RESOLUTION DECLARED ADOPTED BY THE CITY OF YALE CITY COUNCIL ON FEBRUARY 3, 1992.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Yale, County of St. Clair, Michigan, at a regular Meeting held on February 3, 1992, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting 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.



Linda Cronin, CITY CLERK

RESOLUTION NO. 92-01

RESOLUTION APPROVING DPW CONTRACT AND BOND RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a Meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said county on the 4th day of February, 1992, at 9:00 o'clock a.m., Eastern Standard Time.

PRESENT: Members Maurice J. Foley, Carl McCormick

ABSENT: Members Walter Street

The following preamble and resolutions were offered by Member McCormick and supported by Member Foley :

WHEREAS, a contract (the "Contract") providing for the acquisition, construction, operation and financing of sewage disposal system improvements consisting of extensions to the sewage disposal system and appurtenances (the "Project") has been negotiated with the City of Yale (the "Local Unit") and presented to this Board for its approval, a copy of which Contract is attached to this resolution and made a part hereof; and

WHEREAS, the Contract has been duly approved by resolution of the legislative body of the Local Unit and duly executed on its behalf; and

WHEREAS, there has been presented to this Board a copy of a bond resolution (the "Bond Resolution") to be adopted by the County Board of Commissioners, pursuant to the Contract, for its approval.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract between the County of St. Clair, by and through its Board of Public Works, and the Local Unit providing for the acquisition, construction, operation and financing of the Project and the Bond Resolution in connection therewith are hereby approved, and the Chairman of this Board is authorized and directed to transmit such approval to the County Board of Commissioners with the recommendation of this Board that the Contract and Bond Resolution be approved and adopted for and on behalf of the County.

2. The Chairman and Secretary of this Board 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 Commissioners.

3. The Contract will become effective and binding in accordance with its terms upon execution and final approval and ratification thereof by the County Board of Commissioners, such final approval and ratification to be given by adoption by said Board of Commissioners of the Bond Resolution.

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

AYES: Members Foley, McCormick

NAYS: Members 0

ABSENT: Members Street

RESOLUTION DECLARED ADOPTED.

Carol C. Kitamura
Deputy Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan, at a Meeting held on February 4, 1992, 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.

Carol C. Kitamura
Deputy Secretary, Board of Public Works

DAA06D17

CONTRACT

Between

CITY OF YALE AND COUNTY OF ST. CLAIR

SD XI

This contract made and entered into this 2nd day of December, 1991, by and between the County of St. Clair, a Michigan County Corporation (hereinafter referred to as the "COUNTY"), by and through its Board of Public Works, party of the first part, and the City of Yale, a Michigan Municipal Corporation located in the County of St. Clair, Michigan, (hereinafter referred to as the "CITY"), party of the second part;

W I T N E S S E T H:

WHEREAS, the CITY on the 11th day of November, 1991 has requested assistance of said COUNTY to establish, construct and finance a sewage disposal system to service the CITY under the provisions of Act 185, Public Acts of Michigan, 1957, as amended; and

WHEREAS, on the 4th day of December, 1991 the County Board of Commissioners, by resolution, established a sewage disposal system consisting of the entire city limits known as "St. Clair County Sewage Disposal System No. XI (City of Yale)"; and

WHEREAS, on the 4th day of December, 1991 the County Board of Commissioners, by resolution, authorized and directed the Board of Public Works of the County to take the necessary steps relative to the acquisition, construction and financing thereof; and

WHEREAS, it is necessary for said Board of Public Works to contract relative to the engaging of consultants and payment of costs for the project;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The St. Clair County Board of Public Works is hereby authorized to employ the following Professional Engineers, Financial Consultant and Bonding Attorney for the aforesaid project:

As Bond Counsel: Jaffe, Raitt & Heuer, Professional Corporation,
Detroit, Michigan

As Financial
Consultant: Stauder, Barch & Associates
Ann Arbor, Michigan

As Engineers: James W. Shink & Associates
North Street, Michigan

2. The St. Clair County Board of Public Works is hereby authorized to enter into contracts with the aforesaid consultants for the purpose of securing all necessary studies, reports, plans, specifications, cost estimates and other engineering, legal and financial data in connection with the establishment, construction and financing of the aforesaid project, and is further authorized to take any and all other required actions to initiate steps for such acquisition, construction and financing.

3. It is understood and agreed by the parties hereto that the CITY costs resulting from such employment, securing of data and other actions as incurred by the COUNTY, shall be billed quarterly to the CITY for payment by the CITY. The CITY shall also be responsible for and shall pay quarterly all reasonable expenses of COUNTY personnel incurred in connection with COUNTY participation in and administration of the project, including but not limited to, any legal fees or costs resulting from litigation concerning the project which may involve the COUNTY. The CITY shall deposit with the COUNTY \$5,000.00 at the time service begins to provide funds so that the COUNTY may operate during the billing period, thus relieving the COUNTY of financially carrying the expenses of the project during the billing period.

4. The parties therefore agree that it is contemplated the total consultant fees and all the costs in connection with the project shall be paid from the proceeds of sale of COUNTY bonds to be issued through St. Clair County Board of Public Works under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, such bonds in turn to be payable primarily from payments by the CITY under a contract to be entered into between the CITY and the COUNTY. Upon receipt of the proceeds of the sale of such bonds, the CITY shall be entitled to prompt reimbursement for any payments made hereunder to meet consultant fees and the COUNTY incurred costs. If the project is terminated for any reason and upon full payment by the CITY, the COUNTY will deliver to the

CITY all engineering plans and specifications for the project, and the CITY shall then become the owner thereof.

5. This contract is made pursuant to the provisions of the aforesaid Act 185, and the CITY does hereby recognize and acknowledge various rights and remedies of the COUNTY thereunder to enforce payment of the aforesaid costs and expenses including the authority under Section 17 thereof to attach sales tax funds and other funds returned from the State of Michigan to the CITY, in such amount as may be needed to make the COUNTY whole for any loss suffered because of default by the CITY hereunder.

In the event the CITY shall fail for any reason to pay to the COUNTY at the times specified the amounts required to be paid by the provisions of this contract, the COUNTY shall immediately give notification of such default and the amount thereof, in writing to the CITY Treasurer, the Treasurer of the County of St. Clair and such other official or officials charged under the law with disbursement to the CITY of such State-returned funds. If such default is not corrected within ten (10) days after such notification, the County Treasurer and/or such other official or officials are, by these presents, specifically authorized by the CITY to the extent permitted by law to withhold from such State-returned funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the COUNTY and such sum to be applied on the obligations of the CITY herein set forth. Any such moneys so withheld and paid shall be considered to have been returned to the CITY within the meaning of the Michigan Statutes and the Constitution of 1963, this provision being intended solely as a voluntary pledge and authorization by the CITY of the use of said funds owing to the CITY to meet past due obligations of the CITY due under the provisions of this contract. In addition to the foregoing, the COUNTY shall have all other rights and remedies provided by law to enforce the obligations of the CITY to make its payments in the manner and at the times required by this contract.

6. This contract shall become effective upon approval by the City Council of the City of Yale and by the Board of Public Works of the County and when duly executed by the Mayor and Clerk of the City of Yale on behalf of the CITY and by the Chairman and Secretary of the Board of Public Works for and on behalf of the COUNTY. This contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed.

John D. Perry
John D. Perry

Sandra Bellinger
Sandra Bellinger

Linda Cronin
Linda Cronin

Carol Gorman
Carol Gorman

COUNTY OF ST. CLAIR
By its Board of Public Works

Maurice J. Foley
Chairman Maurice J. Foley

Janet C. Kitamura
Secretary (Deputy) Janet C. Kitamura

CITY OF YALE

Frederic L. Fuller II
Mayor Frederic Fuller II

Shirley Graves
Clerk Shirley Graves



ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. XI
(CITY OF YALE) BONDS CONTRACT

THIS CONTRACT, made and entered into as of the 1st day of February, 1992, by and between the COUNTY OF ST. CLAIR, a Michigan county (the "COUNTY"), by and through its Board of Public Works, and the City of Yale, a Michigan public corporation located in the COUNTY (the "LOCAL UNIT").

WITNESSETH:

WHEREAS, it is necessary for the public health and welfare of the present and future residents of the Local Unit that sewage disposal system improvements consisting of St. Clair County Sewage Disposal System No. XI (City of Yale) and related appurtenances (the "Project") be constructed to meet the present and future requirements of the LOCAL UNIT; and

WHEREAS, the COUNTY, under the provisions of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), has established a Department of Public Works for the administration of the powers conferred upon the COUNTY by the Act, which Department is under the immediate control of the Board of Public Works (the "Board") and under the general control of the Board of Commissioners of the COUNTY; and

WHEREAS, the Act authorizes a county to acquire sewage disposal systems as defined in said Act, and to improve, enlarge, extend and operate such systems; and

WHEREAS, by the terms of the Act the COUNTY and the LOCAL UNIT are authorized to enter into a contract for the acquisition and financing of the Project and the payment of the cost thereof by the LOCAL UNIT, with interest, over a period of not exceeding forty (40) years, and the COUNTY is then authorized, pursuant to appropriate action by its Board of Commissioners, to issue bonds of the COUNTY to provide the funds necessary therefor, secured primarily by the full faith and credit contractual obligations of the LOCAL UNIT and secondarily by the full faith and credit pledge of the COUNTY if duly authorized by appropriate resolution of its Board of Commissioners; and

WHEREAS, the Act provides the most practicable and economic method and means for acquiring and financing the Project so vitally necessary for the public health and welfare of the residents of the COUNTY residing in the LOCAL UNIT to be served, and financing under the Act is expected to result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost for the Project have been prepared by James W. Shink & Associates, consulting engineers of North Street, Michigan (the "Engineers"), which said estimate of cost totals \$403,606; and

WHEREAS, in order to issue bonds of the COUNTY to provide funds in the amount of \$403,606 to pay said cost consisting of bonds in the aggregate principal amount of \$400,000 plus interest on the proceeds of the bonds, it is necessary for the COUNTY and the LOCAL UNIT to enter into a contract, as provided in the Act; and

WHEREAS, it is also necessary for the COUNTY and the LOCAL UNIT to contract relative to the operation and maintenance of the Project.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The COUNTY and the LOCAL UNIT approve the acquisition and construction of the Project as a part of the St. Clair County Sewage Disposal System No. XI (City of Yale) (the "System") under the provisions of the Act, the Project consisting generally of the construction of an additional sewer lagoon cell and improvements and extensions to the System together with all necessary and related rights in land, appurtenances and attachments, and the Project and the area to be served thereby are more specifically set out in the plans for the Project prepared by the Engineers and referred to in the preamble hereto.

2. The LOCAL UNIT hereby consents to the use by the COUNTY of the public streets, alleys, lands and rights-of-way in the LOCAL UNIT for the purpose of constructing, operating and maintaining the Project and any improvements, enlargements and extensions thereto.

3. Project is designed to serve the LOCAL UNIT and the users of the System and is immediately necessary to protect and preserve the public health, and the LOCAL UNIT does, by these presents, consent to the furnishing of sewage disposal service, as provided in Section 7 hereof, to the individual users of the LOCAL UNIT. Both parties specifically agree, however, that the COUNTY shall not have the right to take over operation of the Project and serve individual customers directly, the COUNTY being limited to other remedies prescribed in this contract in the event of any default hereunder by the LOCAL UNIT.

4. The Board and the LOCAL UNIT hereby approve and confirm the plans for the Project prepared by the Engineers and the estimated cost thereof in the sum of \$403,606. Said estimated cost includes all surveys, plans, specifications, capitalized interest, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof, including bond discount.

5. The Board will acquire and construct the Project, and for that purpose has caused bids to be taken for the acquisition and

construction thereof prior to the time that any bonds are issued for the purpose of financing costs thereof. The Board shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to the LOCAL UNIT to exceed the installment obligations approved in Section 9 of this contract, unless the LOCAL UNIT, by resolution of its legislative body, (a) approves said increased cost and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 8 and 9 of this contract, to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar increase in the installment obligations of the LOCAL UNIT pledged under the terms of this contract to the payment of such bonds.

6. The Project shall be acquired by the Board in accordance with the plans and specifications therefor approved by this contract; provided, however, that variations from said plans and specifications may be made without the approval of the LOCAL UNIT if such variation shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition of the Project, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the Board. Any acquisition of rights-of-way shall be done by the LOCAL UNIT, title to be in the COUNTY's name, but the cost of such acquisition shall be paid from the proceeds of sale of the bonds.

7. While the bonds remain outstanding, the County shall be the owner of the Project as a part of the System. The Project shall be leased to the LOCAL UNIT and responsibility for the operation, maintenance and administration of the Project as a part of that System shall be controlled by and be the responsibility of the LOCAL UNIT for such System.

8. To provide for the construction and financing of the Project in accordance with the provisions the Act, the Board shall take the following steps:

(a) The Board will submit to the Board of Commissioners of the COUNTY a resolution providing for the issuance of bonds in the aggregate principal amount of Four Hundred Thousand (\$400,000) Dollars, except as authorized pursuant to Section 5 of this contract, to finance the cost of the Project. Said bonds shall mature serially, as authorized by law, and shall be secured primarily by the contractual obligations of the LOCAL UNIT to pay the annual installments due, plus interest, as hereinafter provided in this contract, and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the Board will take all steps necessary to effectuate the sale and delivery of the bonds.

(b) The Board shall take all steps necessary to enter into and execute final construction contracts for the acquisition and construction of the Project as specified and approved in this contract, in accordance with the plans and specifications therefor as approved by this contract. Said contract shall specify a completion date agreeable to the LOCAL UNIT.

(c) The Board will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law, in such amount and such form as may be approved by the Board.

(d) The Board upon receipt of the proceeds of sale of the bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The COUNTY may temporarily invest any bond proceeds or other funds held by it for the benefit of the LOCAL UNIT as permitted by law, and investment income shall accrue to and follow the fund producing such income. Neither the COUNTY nor the LOCAL UNIT shall invest, reinvest, or accumulate any moneys deemed to be proceeds of the bonds pursuant to applicable federal law and regulations, in such a manner as to because the bonds to be "arbitrage Bonds" within the meaning of said law and regulations.

9. The cost of the Project to be financed by the issuance of the aforesaid bonds shall be charged to and paid by the LOCAL UNIT to the Board in the manner and at the times herein set forth. The principal amount thereof (\$400,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as hereinafter provided, on October 1st of each year, as follows:

1993	\$ 25,000
1994	25,000
1995	25,000
1996	25,000
1997	25,000
1998	25,000
1999	25,000
2000	25,000
2001	25,000
2002	25,000
2003	25,000
2004	25,000
2005	25,000
2006	25,000
2007	25,000
2008	25,000

It is understood and agreed that the bonds of the COUNTY hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal maturities on November 1st of each year, commencing with the year 1993, corresponding to the principal amount of the above installments, and the LOCAL UNIT shall also pay to the Board in addition to said principal installments, on April 1st and October 1st of each year, commencing April 1, 1992, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (May 1st and November 1st, respectively) on said COUNTY bonds from time to time outstanding. From time to time as the Board is billed by the paying agent for the bonds to be issued for its services as paying/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the Board from handling of the payments made by the LOCAL UNIT, or from other actions taken in connection with the Project, the Board shall promptly notify the LOCAL UNIT of the amount of such paying agent fees and other costs and expenses, and the LOCAL UNIT shall promptly remit to the Board sufficient funds to meet such fees and other costs and expenses.

Should cash payments be required from the LOCAL UNIT in addition to the amounts specified in the preceding paragraph to meet costs of constructing the Project, the LOCAL UNIT shall, upon written request by the Board, furnish to the Board written evidence of its agreement and ability to make such additional cash payments, and the Board may elect not to proceed with the acquisition or financing of the Project until such written evidence satisfactory to the Board, has been received by it. The LOCAL UNIT shall pay to the Board such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Board to the LOCAL UNIT.

The Board shall, within thirty (30) days after the delivery of the COUNTY bonds hereinbefore referred to, furnish the LOCAL UNIT with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the LOCAL UNIT, in writing, of the exact amount of principal and/or interest due on the COUNTY bonds on the next succeeding bond principal and/or interest due date, and payable by the LOCAL UNIT on the first day of the month immediately preceding, as hereinbefore provided. Failure of the Board to notify the LOCAL UNIT of any such payment shall not relieve the LOCAL UNIT of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

10. The LOCAL UNIT, pursuant to authorization of Section 12 of the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for

bond payments as expressed in this contract. Pursuant to such pledge, if other funds are not available, the LOCAL UNIT shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the LOCAL UNIT in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable statutory and constitutional tax limitations. The foregoing commitments of the LOCAL UNIT are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the LOCAL UNIT in anticipation of which the COUNTY bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the LOCAL UNIT from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of the Act for the purpose of providing funds to meet its obligations under this contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligation due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

11. The LOCAL UNIT may pay in advance any of the payments required to be made by this contract, in which event the Board shall credit the LOCAL UNIT with such advance payment on future-due payments to the extent of such advance payment, or use such advances to call bonds, without credit.

12. In the event the LOCAL UNIT shall fail for any reason to pay to the Board at the times specified the amounts required to be paid by the provisions of this contract, the Board shall immediately give notice of such default and the amount thereof, in writing, to the LOCAL UNIT Treasurer, the Treasurer of the COUNTY, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the LOCAL UNIT of funds returned by the State and now or hereafter under the Act available for pledge as provided in this paragraph and in Section 17 of the Act, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the LOCAL UNIT of the aforesaid funds, is, by these presents, specifically authorized by the LOCAL UNIT, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Board, to apply on the obligations of the LOCAL UNIT as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the LOCAL UNIT within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the LOCAL UNIT to meet any past-due obligations of the LOCAL UNIT due under the provisions of this contract. In addition to the foregoing, the Board shall have all other rights and remedies provided by law to enforce the obligations of the LOCAL UNIT to make its payments in the manner and at the times required by this contract, including the right of

the COUNTY to direct the LOCAL UNIT to make a tax levy or rate increase to reimburse the COUNTY for any funds advanced. The LOCAL UNIT will not take any action to reduce the right of the COUNTY to receive the aforesaid state-returned moneys in the event of default.

13. It is specifically recognized by the LOCAL UNIT that the debt service payments required to be made by it pursuant to the terms of Section 9 of this contract are to be pledged for and used to pay the principal of and interest on the bonds to be issued by the COUNTY, as provided by this contract and authorized by law, and the LOCAL UNIT covenants and agrees that it will make all required payments to the Board promptly and at the times specified herein without regard to whether the Project is actually completed or placed in operation.

14. If after construction bids are let the proceeds of the sale of the bonds to be issued by the COUNTY are for any reason insufficient to complete the Project, the COUNTY shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete the Project, and the annual payments required to be made by the LOCAL UNIT hereunder shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of the Act, and any increases in the annual payments shall be made in the manner and at the times specified in this contract. In lieu of said additional bonds, the LOCAL UNIT may pay over to the Board in cash sufficient money to complete the Project.

15. After completion of the Project and payment of all costs thereof, any surplus remaining from the proceeds of sale of the bonds shall be used by the Board for either of the following purposes, at the option of and upon request made by resolution of the LOCAL UNIT, to wit: (a) for additional sewage disposal improvements in the System, or (b) credited by the Board toward the next payments due the Board by the LOCAL UNIT hereunder, or (c) to redeem bonds as provided in the bond resolution.

16. The obligations and undertakings of each of the parties to this contract shall be conditioned on the successful issuance and sale of bonds pursuant to the Act, and if for any reason whatsoever said bonds are not issued and sold within three (3) years from the date of this contract, this contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that said bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the LOCAL UNIT, and the LOCAL UNIT shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

17. The Board and the LOCAL UNIT each recognize that the holders from time to time of the bonds issued by the COUNTY under the provisions of the Act to finance costs of the Project will have contractual rights in this contract, and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The LOCAL UNIT and the Board further covenant and agree that they will each comply with their respective duties and obligations under the terms of this contract promptly at the times and in manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

18. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such time as all bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of said bonds are paid, this contract shall be terminated and ownership of the Project shall revert to the LOCAL UNIT, unless at that time there are other COUNTY bonds outstanding relative to the System or there are other contractual arrangements between the LOCAL UNIT and COUNTY. In any event, the obligations of the LOCAL UNIT to make payments required by Section 9 of this contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

19. The parties hereto hereby expressly agree that the COUNTY shall not be liable for and the LOCAL UNIT shall pay, indemnify and save the COUNTY harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this contract, or the issuance, sale and delivery of the bonds herein described.... It is the intent of the parties that the COUNTY be held harmless by the LOCAL UNIT from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising including, but not limited to, to the extent permitted by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the COUNTY or by negligence for which the COUNTY may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the LOCAL UNIT will also pay, indemnify and save the COUNTY harmless from and against, all costs, reasonable

attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the COUNTY. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the COUNTY on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the COUNTY has not paid the same, the LOCAL UNIT shall be obligated to pay to the COUNTY upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the COUNTY by reason of any such claims or demands, whether said claims or demands are groundless or not, the LOCAL UNIT shall upon written notice and demand from the COUNTY, resist and defend such action or proceeding in behalf of the COUNTY but will not settle any such action in the proceeding without written consent of the COUNTY. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the COUNTY against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the COUNTY'S employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

The COUNTY will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting both the LOCAL UNIT and the COUNTY (including the Board) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

20. This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

21. This contract shall become effective upon approval by the legislative body of the LOCAL UNIT, by the Board of Public Works of the COUNTY and by the Board of Commissioners of the COUNTY, and when duly executed by the Mayor and Clerk of the LOCAL UNIT and by the Chairman and Secretary of the Board of Public Works for and on behalf of the COUNTY. This contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above

COUNTY OF ST. CLAIR
By the Board of Public Works

By: *Maurice L. Foley*
Chairman Maurice L. Foley
Its: *Janet C. Kitamura*
Secretary (Deputy) Janet C. Kitamura

CITY OF YALE

By: *Harry D. Wolf*
Mayor Harry D. Wolf
By: *Linda Cronin*
City Clerk Linda Cronin

DAA06D18

ORDER APPROVING REVISED NOTICE OF SALE

WHEREAS, by resolution adopted by the Board of Commissioners of the County of St. Clair, Michigan, on February 12, 1992 there has been authorized to be issued St. Clair County Sewage Disposal System No. XI (City of Yale) Bonds in the principal amount of \$400,000, to be dated as of March 1, 1992; and

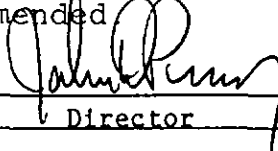
WHEREAS, Section 15 of said resolution designates the Department of Public Works, on behalf of the County of St. Clair, to, among other things, prepare a form of notice of sale for said bonds, fix a sale date, conduct the sale, and accept the best bid received at such sale, publish such notice of sale in *The Detroit Legal News*, of Detroit, Michigan, at least seven (7) full days prior to the date fixed for sale, and do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds; and

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the Department of Public Works of the County of St. Clair, Michigan, does hereby approve the attached as the form of notice of sale for said bonds. Said notice of sale, with appropriate insertions, shall be

published in *The Detroit Legal News*, of Detroit, Michigan, at least seven (7) full days prior to the date fixed for sale.

Dated: February 4, 1992

Department of Public Works of
St. Clair County, Michigan, as
duly designated County Agency
for said County under Act 185,
Public Acts of Michigan, 1957,
as amended

By: 
Its: Director

DAA06DA4

OFFICIAL NOTICE OF SALE

\$400,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
ST. CLAIR COUNTY SEWAGE DISPOSAL SYSTEM NO. XI
(CITY OF YALE) BONDS
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for purchase of the above bonds will be received by the undersigned at its office located at 21 Airport Drive in the City of Port Huron, Michigan, 48060, on _____, the ____ day of _____, 1992, until 3:00 o'clock p.m., Eastern Standard Time, at which time and place said bids will be publicly opened and read. Sealed bids will also be received on the same date and until the same time at the offices of The Municipal Advisory Council, 1445 First National Building, Detroit, Michigan 48226, where they will be publicly opened and read. The bonds will be awarded to the successful bidder no later than 5:00 o'clock p.m. on that date.

BOND DETAILS: Said bonds will be registered bonds in the denominations of \$5,000 or integral multiples thereof up to the amount of a single maturity, dated March 1, 1992, numbered in order of authentication from 1 upwards and will bear interest from their date payable on May 1, 1992, and semiannually thereafter on November 1 and May 1 of each year.

The bonds will mature on the 1st day of November in each of the following years as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1993	\$ 25,000	2004	25,000
1994	25,000	2005	25,000
1995	25,000	2006	25,000
1996	25,000	2007	25,000
1997	25,000	2008	25,000
1998	25,000		
1999	25,000		
2000	25,000		
2001	25,000		
2002	25,000		
2003	25,000		

PRIOR REDEMPTION: Bonds of this issue maturing in the years 1993 to 2001, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in integral multiples of \$5,000 of this issue maturing in the years 2002 to 2008, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, by lot within a maturity, on any interest payment date on or after November 1, 2001, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1.5% of the par value of each bond or portion thereof called for redemption on or after November 1, 2001, but prior to November 1, 2003;

1.0% of the par value of each bond or portion thereof called for redemption on or after November 1, 2003, but prior to November 1, 2005; and

0.5% of the par value of each bond or portion thereof called for redemption on or after November 1, 2005, but prior to November 1, 2007; and

0.0% of the par value of each bond or portion thereof called for redemption on or after November 1, 2007, but prior to maturity.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption of the same maturity and bearing the same interest rate.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bonds.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 10% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rate bid on the bonds shall not exceed two and one-half (2.5%) percent. No proposal for the purchase of less than all of the bonds or at a price less than 99% of their par value will be considered.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of NBD Bank, N.A., Detroit, Michigan, or such other transfer agent as the Drain Commissioner of the County may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. Interest shall be paid by check mailed to the owner as shown by the registration books of the County on the 15th day of the month prior to any interest payment date (unless such date of determination is hereafter changed by the County to conform to market practice). The bonds will be transferable only upon the registration books of the County kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are to be issued under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and pursuant to a resolution duly adopted by the Board of Commissioners of the County of St. Clair for the purpose of paying part of the cost of improvements to the St. Clair County Sewage Disposal System No. XI (City of Yale) located in the County of St. Clair, Michigan.

The bonds are issued in anticipation of, and are payable primarily from, certain specified contractual payments to be paid by the City of Yale (the "Local Unit") to the Department of Public Works of the County of St. Clair, acting for and on behalf of the County of St. Clair (the "County Agency") pursuant to a certain contract between the Local Unit and the County Agency, whereby the County Agency, on behalf of the County, is to construct the aforesaid improvements. By the provisions of said contract and pursuant to the authorization provided by law, the Local Unit has pledged its limited full faith and credit for the payment of its contractual obligations. The County of St. Clair has irrevocably pledged to the payment of said bonds the total contractual payments, which payments are payable at such times and are established in such amounts as are required to pay the entire principal of and interest on the bonds promptly when due.

As additional security for the payment of the bonds and the interest thereon, the County of St. Clair, as authorized by law, has pledged its full faith and credit for the prompt and timely payment thereof, should the Local Unit's contractual payments prove insufficient for any reason.

The full faith and credit pledge of the Local Unit is a limited tax general obligation of the Local Unit, and the ability of the Local Unit to levy ad valorem taxes to pay its obligations under its contract is subject to constitutional, statutory and charter limitations. The full faith and credit pledge of the County is a limited tax general obligation, and the County is required to pay its debt service obligations on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which it is authorized to levy. However, the ability of the County to levy such taxes is subject to constitutional, statutory and charter limitations.

The rights and remedies of bondholders may be affected by bankruptcy and other laws and equitable remedies of general application now existing or hereafter enacted relating to or affecting the enforcement of the rights and remedies of creditors.

ADDITIONAL BONDS: The resolution pursuant to which the bonds are being issued authorizes the issuance of additional bonds by the County to pay costs of said improvements from time to time in the future. Such additional bonds, when issued, will be issued in anticipation of, be payable from and secured by the contractual payments made under the contract, on an equal basis with the bonds being offered hereby.

GOOD FAITH: A certified or cashier's check in the amount of \$8,000 drawn upon an incorporated bank or trust company and payable to the order of the Treasurer of the County of St. Clair must accompany each bid as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the bonds. No interest shall be allowed on the good faith checks and checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail. The good faith check of the successful bidder may be immediately cashed, in which event payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar value of all interest on the bonds from April 1, 1992, to their maturity and deducting therefrom any premium or adding thereto any discount.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Jaffe, Raitt & Heuer, Professional Corporation, Detroit, Michigan ("Bond Counsel"), a copy of which opinion will be printed on the reverse side of each bond, and the original of which will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent

necessary to issue their approving opinion as to validity of the above bonds, Bond Counsel has not been requested to examine or review and has not examined or reviewed financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and, accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

TAX MATTERS: In the opinion of Bond Counsel, assuming compliance with certain covenants, interest on the bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance taxes and taxes on gains realized from the sale, payment or other disposition thereof.

QUALIFIED TAX EXEMPT OBLIGATIONS: The County has designated the bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended.

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at Detroit, Michigan, or a place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Standard Time, on the 45th day following the date of sale or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the County shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser furnishes the transfer agent with a list identifying the denominations and names in which it wishes to have the certificates issued at least ten (10) business days after sale of the bonds, the bonds will be delivered in the form of a single certificate for each maturity registered in the name of the purchaser. The successful bidder will be required to furnish, prior to delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. Copies of the form of certificate will be supplied by bond counsel.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on said bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for said bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on said bonds shall be paid for by the County; provided, however, that the CUSIP

Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: The County will furnish, upon request of the successful bidder, copies of the final Official Statement relating to the above described issue, within seven (7) days from the date of sale specified above, in sufficient amounts to permit the successful bidder to comply with Rule 15c2-12 of the Securities and Exchange Commission. The first 100 copies will be delivered at the expense of the County. Additional copies will be supplied upon the bidder's agreement to pay the reasonable copying charge of the County for those copies. The request of the successful bidder to the County should be made to Stauder, Barch & Associates, Inc., 3989 Research Park Drive, Ann Arbor, Michigan 48108, telephone number (313) 668-6688, within 24 hours of the date and time of the sale, and should set forth the number of copies requested and the person and place to whom the final Official Statement should be delivered.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

FINANCIAL CONSULTANT: Further information concerning the above bonds may be secured from Stauder, Barch & Associates, Inc., 3989 Research Park Drive, Ann Arbor, Michigan 48108 (Telephone: 313-668-6688).

ENVELOPES containing the bids should be plainly marked "Proposal for St. Clair County Sewage Disposal System No. XI (City of Yale) Bonds."

Department of Public Works,
County of St. Clair, Michigan

By: _____
JOHN PERRY, DIRECTOR

DAA06DA7

RESOLUTION 92-01

APPROVING ADDENDUM #2 TO MUTUAL WATERMAIN
SERVICE AGREEMENT - KIMBALL TOWNSHIP

WHEREAS, Kimball Township entered into an agreement with the St. Clair County Department of Public Works, City of Port Huron and Port Huron Charter Township on 5-30-78 to supply water to a portion of Kimball Township; and

WHEREAS, Kimball Township has now constructed their own watermain and no longer need the supply from Port Huron Township and City; and,

WHEREAS, Kimball Township has requested to terminate Addendum #1 allowing for the valves to be shut off and only used in case of emergency; and,

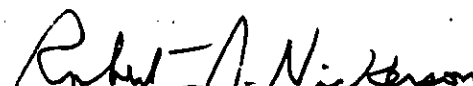
WHEREAS, the St. Clair County Board of Public Works agreed to Addendum #2 which allows Kimball Township to serve a portion of their community with their own constructed watermains and shut off the valves from Port Huron Charter Township except in case of emergency.



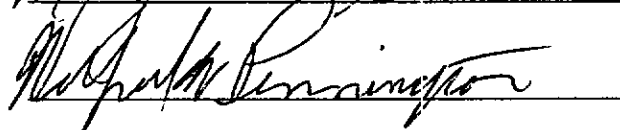
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby ratify the action of the Board of Public Works taken on December 17, 1991, approving Addendum #2; and,

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners approves of Addendum #2 and authorizes the Chairman and Clerk to sign said Addendum #2.

DATED: January 8, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

100191

RESOLUTION APPROVING TERMINATION OF
ADDENDUM #1 TO MUTUAL WATER MAIN SERVICE AGREEMENT OF 5-30-78

WHEREAS, Kimball Township is capable of serving the area described in Addendum #1, with water from its own lines,

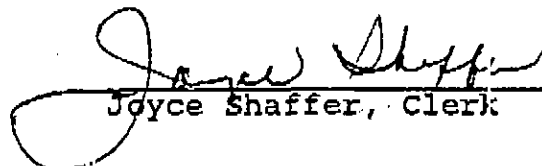
NOW THEREFORE BE IT RESOLVED, that the Kimball Township Board hereby elects to terminate Addendum #1 to Mutual Water Main Service Agreement of 5-30-78, effective October 2, 1992, and the Kimball Township Clerk is authorized to give Port Huron Township notice of Kimball Township's election to terminate the Addendum, as provided by the Addendum.

AYES: Sutherland, Rutkofske, Brotherton, Halifax, Shaffer, Loyson

NAYS: _____

ABSENT: Morley

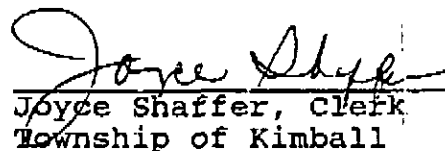
RESOLUTION DECLARED ADOPTED.



Joyce Shaffer, Clerk

Certification

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Kimball, County of St. Clair, State of Michigan, at a regular meeting held on October 1, 1991, 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.



Joyce Shaffer, Clerk
Township of Kimball

ADDENDUM #2 TO MUTUAL WATER MAIN SERVICE AGREEMENT OF 5-30-78

WHEREAS, the parties hereto entered into an Agreement on May 30, 1978, in part to provide water service to certain portions of Kimball Township, and

WHEREAS, all parties have modified the underlying contracts to add an additional delivery point to St. Clair County Water District #VI, and

WHEREAS, all parties agreed to the servicing of an additional area in Kimball Township pursuant to Addendum #1 to the Mutual Water Main Service Agreement of May 30, 1978, and

WHEREAS, on or about 10-2-91, Kimball Township gave all parties the one year written Notice of its termination of Addendum #1, and

WHEREAS, Kimball Township has now constructed, and has available, its own watermains to service the service area set forth in Addendum #1, and

WHEREAS, all parties have agreed to waive the one year notice to terminate, and

WHEREAS, the parties agree that the provisions in paragraph 1(G) of Addendum #1 that Kimball Township "disconnect" from the Port Huron Township lines is satisfied by the closing of the "shut-off" valves, and

WHEREAS, the parties have agreed to the reciprocal use of those same watermains for emergency situations.

NOW THEREFORE, all parties hereby acknowledge and agree:

1. The one year notice provision provided for in Addendum #1 is waived and Addendum #1 terminated and Kimball Township has satisfied the "disconnect" requirement by closing the "shut-offs" between these two systems.

2. The termination of Addendum #1 does not affect the continuing service to any Kimball Township area pursuant to the May 30, 1978 Agreement, specifically including but not limited to the parcels fronting West Water and also contiguous to the north line of said service area.

3. That either Kimball Township or Port Huron Charter Township, in an emergency, may temporarily use these watermains by opening the "shut-offs" that are being used to terminate the water service to the Addendum #1 service area from Port Huron Township with said area hereafter being serviced by Kimball Township. In the event of an emergency use, the Township seeking emergency use shall immediately notify all other parties hereto. In the event the emergency use is less than 24 hours, there shall be no charge to either party; if the use continues beyond 24 hours, then the party using the same for emergency purposes shall pay the other party a reasonable charge based upon the estimated actual water usage.

4. Addendum #2 shall continue as provided herein concurrent with the May 30, 1978 Agreement For Mutual Water Main Service.

IN WITNESS WHEREOF, the parties hereto have authorized

their respective officials to sign. The Addendum shall be effective as of the date of the last party signing this Addendum.

BY THE CHARTER TOWNSHIP OF PORT HURON
BY ITS BOARD OF TRUSTEES

ATTEST:

Supervisor Clerk

BY KIMBALL TOWNSHIP

ATTEST:

Lee Morley, Supervisor Joyce Shaffer, Clerk

BY THE COUNTY OF ST. CLAIR
BY ITS BOARD OF PUBLIC WORKS
(Pursuant to attached resolution of
the Board of County Commissioners)

ATTEST:

Carl McCormick
Carl McCormick, Vice- Chairman
Walter B. Street
Walter Street, Secretary
John Perry
John Perry, Director
Janet C. Kitamura
Janet C. Kitamura
Deputy Secretary

BY THE COUNTY OF ST. CLAIR
BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

Chairman Marion Sargent, Clerk

BY THE CITY OF PORT HURON
(As provided in Chapter X,
Section 87, of the 1969 City Charter)

ATTEST:

Mayor Clerk

APPORTIONING TAXES FOR 1992

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 records; 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 1992.

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 1992.

3) That the St. Clair County Tax Report is marked Exhibit "A", attached hereto, and made a part 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: November 11, 1992

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Audrey E. Pack
Paul M. ...
Francis R. ...

STATEMENT SHOWING STATE EQUALIZED VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS

OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1992

DATED: November 4, 1992

ADOPTED: _____

PAGE 2 OF 3

SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	STATE EQUALIZED VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
			SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE	BLOG-SITE-DEBT	
ALGONAC COMM.	74-030 CITY OF ALGONAC	60,068,009	5.6597 *	28.7000	3.2500 *	
	CLAY TOWNSHIP	222,588,340	5.6597 *	28.7000	3.2500 *	
	IRA TOWNSHIP	39,148,923	5.6597 *	28.7000	3.2500 *	
CAPAC COMM.	74-040 BERLIN TOWNSHIP	16,371,755	8.0200	25.2300	1.5000	
	BROCKWAY TOWNSHIP	223,700	8.0200	25.2300	1.5000	
	EMMETT TOWNSHIP	10,112,953	8.0200	25.2300	1.5000	
	LYNN TOWNSHIP	8,904,150	8.0200	25.2300	1.5000	
	MUSSEY TOWNSHIP	52,907,321	8.0200	25.2300	1.5000	
	RILEY TOWNSHIP	11,973,463	8.0200	25.2300	1.5000	
EAST CHINA TWP.	74-050 CITY OF MARINE CITY	62,687,851	8.0200	15.5000	2.0000	
	CITY OF ST. CLAIR	101,263,843	8.0200	15.5000	2.0000	
	CASCO TOWNSHIP	22,470,581	8.0200	15.5000	2.0000	
	CHINA TOWNSHIP	416,639,072	8.0200	15.5000	2.0000	
	COLUMBUS TOWNSHIP	18,704,628	8.0200	15.5000	2.0000	
	COTTRELLVILLE TWP.	50,050,498	8.0200	15.5000	2.0000	
	EAST CHINA TWP.	303,163,281	8.0200	15.5000	2.0000	
	IRA TOWNSHIP	7,270,748	8.0200	15.5000	2.0000	
	ST. CLAIR TOWNSHIP	71,334,606	8.0200	15.5000	2.0000	
MARYSVILLE PUBLIC	74-100 CITY OF MARYSVILLE	193,850,707	8.0200 *	31.0500 *	.5000	
	COLUMBUS TOWNSHIP	1,804,464	8.0200	31.0500	.5000	
	KIMBALL TOWNSHIP	16,404,718	8.0200	31.0500	.5000	
	ST. CLAIR TOWNSHIP	23,840,364	8.0200	31.0500	.5000	
	WALES TOWNSHIP	509,859	8.0200	31.0500	.5000	
MEMPHIS COMM.	74-120 CITY OF MEMPHIS	3,724,422	7.8050	32.3340	1.0000	
	COLUMBUS TOWNSHIP	1,939,863	7.8050	32.3340	1.0000	
	KENOCKEE TOWNSHIP	284,248	7.8050	32.3340	1.0000	
	KIMBALL TOWNSHIP	8,600	7.8050	32.3340	1.0000	
	RILEY TOWNSHIP	18,610,334	7.8050	32.3340	1.0000	
	WALES TOWNSHIP	21,145,291	7.8050	32.3340	1.0000	
PORT HURON AREA	74-010 CITY OF PORT HURON	378,442,975	7.7658 *	26.7061 *	2.0000 *	
	BURTCHVILLE TWP.	37,510,860	7.7658 *	26.7061 *	2.0000 *	
	CLYDE TOWNSHIP	54,507,387	7.7658 *	26.7061 *	2.0000 *	
	FORT GRATIOT TWP.	170,244,971	7.7658 *	26.7061 *	2.0000 *	
	GRANT TOWNSHIP	7,135,600	7.7658 *	26.7061 *	2.0000 *	
	KENOCKEE TOWNSHIP	42,487	7.7658 *	26.7061 *	2.0000 *	
	KIMBALL TOWNSHIP	52,865,982	7.7658 *	26.7061 *	2.0000 *	
	PORT HURON TOWNSHIP	96,139,245	7.7658 *	26.7061 *	2.0000 *	
	WALES TOWNSHIP	4,945,557	7.7658 *	26.7061 *	2.0000 *	
YALE PUBLIC	74-130 CITY OF YALE	16,514,524	8.0200	28.0000	.0000	
	BROCKWAY TOWNSHIP	19,912,111	8.0200	28.0000	.0000	
	CLYDE TOWNSHIP	7,683,700	8.0200	28.0000	.0000	
	EMMETT TOWNSHIP	11,062,060	8.0200	28.0000	.0000	
	GRANT TOWNSHIP	2,988,413	8.0200	28.0000	.0000	
	GREENWOOD TOWNSHIP	78,168,675	8.0200	28.0000	.0000	
	KENOCKEE TOWNSHIP	23,242,040	8.0200	28.0000	.0000	
	LYNN TOWNSHIP	4,817,638	8.0200	28.0000	.0000	
	RILEY TOWNSHIP	233,358	8.0200	28.0000	.0000	
	WALES TOWNSHIP	4,074,916	8.0200	28.0000	.0000	
ST. CLAIR COUNTY: INTERMEDIATE SCH. SPECIAL EDUCATION VOCATIONAL ED. COMM. COLLEGE	74-000 ALL OF THE ABOVE	2,728,539,091	.2080	.0000	.0000	
	ALL OF THE ABOVE	2,728,539,091	.0000	2.4765	.0000	
	ALL OF THE ABOVE	2,728,539,091	.0000	.9906	.0000	
	5359 ALL OF THE ABOVE	2,728,539,091	.0000	1.4861	.1400	
LAPEER COUNTY: INTERMEDIATE SCH. SPECIAL EDUCATION VOCATIONAL ED.	44-020 BERLIN TOWNSHIP	12,297,918	.2192	.0000	.0000	
	44-020 BERLIN TOWNSHIP	12,297,918	.0000	.9743	.0000	
	44-020 BERLIN TOWNSHIP	12,297,918	.0000	2.2409	.0000	
MACOMB COUNTY: INTERMEDIATE SCH.	50-050 BERLIN TOWNSHIP	10,110,238	.2153	.0000	.0000	
	50-040 CASCO TOWNSHIP	8,960,487	.2153	.0000	.0000	
	50-180 CASCO TOWNSHIP	23,947,788	.2153	.0000	.0000	
	50-180 COLUMBUS TOWNSHIP	41,933,005	.2153	.0000	.0000	
	50-040 IRA TOWNSHIP	37,339,526 *	.2153	.0000	.0000	
	50-050 RILEY TOWNSHIP	5,271,888	.2153	.0000	.0000	
SPECIAL EDUCATION	50-050 BERLIN TOWNSHIP	10,110,238	.0000	1.8720	.0000	
	50-040 CASCO TOWNSHIP	8,960,487	.0000	1.8720	.0000	
	50-180 CASCO TOWNSHIP	23,947,788	.0000	1.8720	.0000	
	50-180 COLUMBUS TOWNSHIP	41,933,005	.0000	1.8720	.0000	
	50-040 IRA TOWNSHIP	37,339,526	.0000	1.8720 *	.0000	
	50-050 RILEY TOWNSHIP	5,271,888	.0000	1.8720	.0000	
SANILAC COUNTY: INTERMEDIATE SCH.	76-080 BURTCHVILLE TWP.	13,230,068	.2446	.0000	.0000	
	76-080 GRANT TOWNSHIP	6,615,628	.2446	.0000	.0000	
	76-080 GREENWOOD TOWNSHIP	401,200	.2446	.0000	.0000	
	76-060 LYNN TOWNSHIP	2,259,365	.2446	.0000	.0000	
SPECIAL EDUCATION	76-080 BURTCHVILLE TWP.	13,230,068	.0000	.8805	.0000	
	76-080 GRANT TOWNSHIP	6,615,628	.0000	.8805	.0000	
	76-080 GREENWOOD TOWNSHIP	401,200	.0000	.8805	.0000	
	76-060 LYNN TOWNSHIP	2,259,365	.0000	.8805	.0000	
VOCATIONAL ED.	76-080 BURTCHVILLE TWP.	13,230,068	.0000	1.9566	.0000	
	76-080 GRANT TOWNSHIP	6,615,628	.0000	1.9566	.0000	
	76-080 GREENWOOD TOWNSHIP	401,200	.0000	1.9566	.0000	
	76-060 LYNN TOWNSHIP	2,259,365	.0000	1.9566	.0000	

OF THE CITY OF ST. CLAIR FOR THE YEAR 1992

DATED: November 4, 1992

ADOPTED: _____

PAGE 3 OF 3

SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	STATE EQUALIZED VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
			SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE	BLDG-SITE-DEBT	
ALMONT	44-020 BERLIN TOWNSHIP	12,297,918	7.9479	26.5000	8.4500	
ANCHOR BAY	50-040 CASCO TOWNSHIP IRA TOWNSHIP	8,960,487 37,339,526	8.2540 * 8.2540 *	31.3800 * 31.3800 *	3.7000 * 3.7000 *	
ARMADA AREA	50-050 BERLIN TOWNSHIP RILEY TOWNSHIP	10,110,238 5,271,888	8.2565 8.2565	29.8706 29.8706	7.6000 7.6000	
RICHMOND COMM.	50-180 CASCO TOWNSHIP COLUMBUS TOWNSHIP	23,947,788 41,933,005	8.5800 * 8.5800 *	31.8200 * 31.8200 *	.8500 * .8500 *	
BROWN CITY COMM.	70-060 LYNN TOWNSHIP	2,259,365	9.0000	24.0000	2.9700	
CROSWELL-LEX.	76-080 BURTCVILLE TWP. GRANT TOWNSHIP GREENWOOD TOWNSHIP	13,230,068 6,615,628 401,200	8.8596 * 8.8596 * 8.8596	19.6880 * 19.6880 * 19.6880	3.6300 * 3.6300 * 3.6300	

* SCHOOL DISTRICTS LEVYING A 1992 SUMMER TAX

SCHOOL DISTRICT	NUMBER	PURPOSE	MILLAGE RATE	
			JULY	DECEMBER
Algonac Community	74-030	Oper.	17.1799	17.1798
		Debt	1.6250	1.6250
Marysville Public	74-100	Oper.	19.5350 a	19.5350 a
		Oper.	-0-	39.0700 b
		Debt	-0-	.5000
Port Huron Area	74-010	Oper.	34.4719 c	-0- c
		Debt	2.0000 c	-0- c
		Oper.	17.2359 d	17.2360 d
		Debt	1.0000 d	1.0000 d
St. Clair County Intermediate	74-000	Oper.	.1040 e	.1040 e
		Oper.	-0- f	.2080 f
Special Education		Oper.	1.2382 e	1.2383 e
		Oper.	-0- f	2.4765 f
Vocational Education		Oper.	.4953 e	.4953 e
		Oper.	-0- f	.9906 f
St. Clair County Community College	5359	Oper.	1.4861 g	1.4861 f
		Debt	.1400 g	.1400 f
Croswell/Lexington	76-080	Oper.	14.2738 h	14.2738 h
		Oper.	-0- f	28.5476 f
		Debt	1.0000 h	1.0000 h
		Debt	-0- f	2.0000 f
Anchor Bay	50-040	Oper.	19.5693 j	20.0647 j
		Debt	1.8500 j	1.8500 j
Richmond Community	50-180	Oper.	20.2000 m	20.2000 m
		Debt	.8500 m	-0- m
Macomb County Intermediate	50-000	Oper.	.2153 k	.2153 n
Special Education		Oper.	1.8720 k	1.8720 n

LEVIED IN:

- a = City of Marysville
- b = Townships of Columbus, Kimball, St. Clair and Wales
- c = City of Port Huron
- d = Townships of Burtchville, Clyde, Fort Gratiot, Grant, Kenoskee, Kimball, Port Huron and Wales
- e = Cities of Algonac, Marysville, Port Huron and Townships of Burtchville, Clay, Clyde, Fort Gratiot, Grant, Ira, Port Huron, and Wales
- f = Balance of district
- g = Cities of Algonac, Marine City, Marysville, Port Huron, St. Clair, and Yale
- h = Burtchville and Grant Townships
- j = Casco and Ira Townships
- k = Ira Township
- m = Casco and Columbus Townships
- n = Berlin, Casco, Columbus, and Riley Townships

ST. CLAIR COUNTY 1992 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE		LOCAL OPERATING		SCHOOLS		COLLEGE		INTERMEDIATE SCHOOL		COUNTY		TOWNSHIPS		TOTAL 1992		PREVIOUS RATES	
	FIXED	DEBT	VOTED	DEBT	FIXED	DEBT	SP. ED.	VOC. ED.	FIXED	EXTRA	FIXED	OPER.	OPER.	OTHER	1991	1990	RATE	RATE
BERLIN																		
44-020 Almont Com (1)	12,297,918		7,9479	26,5000	6,4500	None	None	0.2192	0.9743	2.2409	5.6961	0.7464	0.9500	54,7309	54,8346			
50-050 Amada (2)	10,110,238		8,2585	29,8706	7,6000	None	None	0.2153	1.8720	None	5.6961	0.7964	0.9500	51,1169	50,8362			
74-040 Capac Com	16,371,755		8,0200	25,2300	1,5000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.9500	48,4437	48,4705			
BROCKWAY																		
74-040 Capac Com	223,700		8,0200	25,2300	1,5000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.9989	48,8549	48,9069			
74-130 Yale Public	19,912,111		8,0200	28,0000	None	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.9989	50,1249	50,8269			
BURTCHELL																		
74-010 Port Huron Area	37,510,860		7,7658	26,7061	2,0000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.8431	49,9636	50,0000			
76-080 Cros-Lex Com (3)	13,230,068		8,8596	19,6880	3,6300	None	None	0.2446	0.8805	1.9366	5.6961	0.7964	1.3431	41,8048	42,0000			
CASCO																		
50-040 Anchor Bay (2)	8,960,487		8,2540	31,3800	3,7000	None	None	0.2153	1.8720	None	5.6961	0.7964	0.9333	48,3029	50,1395			
50-180 Richmond Com (2)	23,947,788		8,5800	31,8200	0,8500	None	None	0.2153	1.8720	None	5.6961	0.7964	0.9333	47,2533	47,3095			
74-050 East China Public	22,470,581		8,0200	15,5000	2,0000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.9333	38,2470	37,8735			
CHINA																		
74-050 East China Public	416,639,072		8,0200	15,5000	2,0000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	1.0000	39,7225	39,3155			
CLAY																		
74-030 Algonac Com	222,588,340		5,6597	28,7000	3,2500	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.6715	50,4837	52,4154			
CLYDE																		
74-010 Port Huron Area	54,507,387		7,7658	26,7061	2,0000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.8999	49,1767	49,4913			
74-130 Yale Public	7,683,700		8,0200	28,0000	None	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.8999	48,7248	49,5010			
COGONBUS																		
50-180 Richmond Com (2)	41,933,005		8,5800	31,8200	0,8500	None	None	0.2153	1.8720	None	5.6961	0.7964	0.9394	47,2654	47,2721			
74-050 East China Public	18,794,628		8,0200	15,5000	2,0000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.9394	38,2843	37,8361			
74-100 Marysville Public	1,804,464		8,0200	31,0500	0,5000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.9394	52,3031	52,3861			
74-170 Memphis Com	1,939,863		7,8051	32,6818	1,0000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.9394	53,8833	54,4628			
COTTRELLVILLE																		
74-050 East China Public	50,050,498		8,0200	15,5000	2,0000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	0.9094	38,6319	38,0000			
EAST CHINA																		
74-050 East China Public	303,163,281		8,0200	15,5000	2,0000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	3.0370	41,2054	40,7901			
EMMETT																		
74-040 Capac Com	10,112,953		8,0200	25,2300	1,5000	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	1.0000	47,5449	47,6379			
74-130 Yale Public	11,062,060		8,0200	28,0000	None	1.4861	0.1400	0.2080	2.4765	0.9906	5.6961	0.7964	1.0000	48,8137	49,5579			
VILLAGE OF EMMETT	2,607,182													6,6248	6,6374			

VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINES ABOVE
 A=Senior Citizen .4964 B=Drug Task Force .3000 C=Roads 1.3000 D=Fire 2.0000 E=Fire .8431
 F=Bus .5000 G=Hospital .3976 H=Roads 1.0000 I=Sewer/Water .4596 J=Hospital .3920
 * Village S.E.V. also included in Township S.E.V.

ST. CLAIR COUNTY 1992 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE		LOCAL SCHOOLS		COLLEGE		INTERMEDIATE SCHOOL		COUNTY		TOWNSHIPS		TOTAL 1992		PREVIOUS RATES	
	FIXED	OPERATING	FIXED	DEBT	VOTED	DEBT	FIXED	VOTED	FIXED	EXTRA	FIXED	OTHER	RATE	RATE	1991	1990
FORT GRATIOT																
74-010 Port Huron	170,244,971	26,7061	2,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,8526	2,6316	51,1498	51,0610	51,4391	
GRANT																
74-010 Port Huron Area	7,135,600	26,7061	2,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	1,0000	3,0000	52,2656	51,2768	51,5558	
74-130 Yale Public	2,988,413	8,0200	None	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	1,0000	3,0000	51,8137	50,8249	51,5655	
76-080 Cros-Lex Con (3)	6,615,628	8,8596	3,6300	None	None	0,2446	0,8805	1,9566	5,6961	0,7964	1,0000	3,0000	45,7518	43,1180	43,6313	
GREENWOOD																
74-130 Yale Public	78,160,675	8,0200	None	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	1,0000	None	48,8137	48,8249	49,1111	
76-080 Cros-Lex Con (3)	401,200	8,8596	3,6300	None	None	0,2446	0,8805	1,9566	5,6961	0,7964	1,0000	None	42,7518	41,1180	41,6313	
IRA																
50-040 Anchor Bay (2)	37,339,526	8,2540	3,7000	None	None	0,2153	1,8720	None	5,6961	0,7964	0,7904	1,2069	53,9111	49,3633	50,1287	
74-030 Algonac Con	35,148,923	5,6597	3,2500	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,7904	1,2069	51,4007	51,4119	52,1754	
74-030 East China Public	7,270,748	8,0200	2,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,7904	1,2069	39,3110	39,3222	37,8627	
KEROCKEE																
74-010 Port Huron Area	42,487	7,7658	2,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,9715	1,8411	51,0782	48,2483	49,5495	
74-120 Memphis Con	284,248	7,8051	1,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,9715	1,8411	56,0932	53,9154	54,5359	
74-130 Yale Public	23,242,040	8,0200	28,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,9715	1,8411	50,6263	48,7984	49,5592	
KIMBALL																
74-010 Port Huron Area	52,865,982	7,7658	2,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,9652	None	49,2308	48,2420	49,5471	
74-100 Marysville Public	16,404,718	8,0200	0,5000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,9652	None	52,3289	52,3401	52,4568	
74-120 Memphis Con	8,600	7,8051	1,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,9652	None	54,2458	53,9091	54,5335	
LYNN																
74-040 Capac Con	8,904,150	8,0200	1,5000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	1,0000	1,0000	48,5437	48,5549	48,6455	
74-130 Yale Public	4,817,638	8,0200	28,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	1,0000	1,0000	49,8137	49,8249	50,5655	
76-060 Brown City Con(3)	2,259,365	9,0000	2,9700	None	None	0,2446	0,8805	1,9566	5,6961	0,7964	1,0000	1,0000	47,5442	45,8894	45,9503	
MUSSEY																
74-040 Capac Con	52,907,321	8,0200	1,5000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	0,7964	0,9993	1,1996	48,7426	48,1549	48,1111	
VILLAGE OF CAPAC	13,969,362	VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINE ABOVE														
PORT HURON																
74-010 Port Huron Area	96,139,245	7,7658	26,7061	2,0000	1,4861	0,1400	0,2080	2,4765	0,9906	5,6961	1,0000	2,9999	52,2655	52,2768	52,4772	
RILEY																
50-050 Armada (2)	5,271,888	8,2565	29,8706	7,6000	None	0,2153	1,8720	None	5,6961	0,7964	0,9369	None	55,2438	50,1438	49,7734	
74-040 Capac Con	11,973,463	8,0200	25,2300	1,5000	1,4861	0,1400	2,4765	0,9906	5,6961	0,7964	0,9369	None	47,4806	47,4918	47,6077	
74-120 Memphis Con	18,610,334	7,8051	32,6818	1,0000	1,4861	0,1400	2,4765	0,9906	5,6961	0,7964	0,9369	None	54,2155	51,8808	54,5044	
74-130 Yale Public	233,358	8,0200	28,0000	None	1,4861	0,1400	2,4765	0,9906	5,6961	0,7964	0,9369	None	48,7506	48,7618	49,5277	

(2) = Macomb County
 (3) = Sanilac County
 A=Senior Citizen .4964 B=Drug Task Force .3000 K=Fire 1.3316 L=Bus .7000 M=Fire 1.0000
 H=Roads 2.0000 O=Roads 4.9985 P=Sewer 7.4000 Q=Roads .9999 R=Sewer 1.5000 S=Fire .5000
 * Village S.B.V. also included in Township S.B.V.

ST. CLAIR COUNTY 1992 TAX RATES
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF STATE EQUALIZED VALUATION

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	EQUALIZED VALUE		LOCAL SCHOOLS		COLLEGE		INTERMEDIATE SCHOOL		COUNTY		TOWNSHIPS		TOTAL 1992 RATE		PREVIOUS RATES 1991 RATE	
	FIXED	OPERATING	DEBT	VOTED	DEBT	SP. ED.	VOC. ED.	FIXED	EXTRA	FIXED	OTHER	FIXED	OTHER	1992	1991	1990
ST. CLAIR																
74-050 East China Public	8.0200	15.5000	2.0000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961	A, B	0.9589	None	38.2726	38.2537	37.8748
74-100 Marysville Public	8.0200	31.0500	0.5000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961		0.9589	None	52.3226	52.3037	52.4248
WALKS																
74-010 Port Huron Area	7.7658	26.7061	2.0000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961		0.9640	None	49.2296	49.2408	49.5485
74-100 Marysville Public	8.0200	31.0500	0.5000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961		0.9640	None	52.3277	52.3389	52.4582
74-120 Memphis Con	7.8051	32.6818	1.0000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961		0.9640	None	54.2446	53.9079	54.3349
74-130 Yale Public	8.0200	28.0000	None	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961		0.9640	None	48.7777	48.7889	49.5582
CITIES AND SCHOOL DISTRICTS																
EQUALIZED VALUE																
CITY OF ALGOMAC																
74-030 Algonac Con	5.6597	28.7000	3.2500	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961	G, T	11.0487	5.5892	66.0413	66.0658	68.8818
CITY OF MARINE CITY																
74-050 East China Public	8.0200	15.5000	2.0000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961	G, U, V	17.0000	4.3976	58.7113	58.7225	58.3155
CITY OF MARYSVILLE																
74-100 Marysville Public	8.0200	31.0500	0.5000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961	W, X, Y	13.5410	3.2690	68.1737	68.0999	68.3465
CITY OF MEMPHIS																
74-120 Memphis Con	7.8051	32.6818	1.0000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961	None	17.7767	None	71.0573	68.5348	69.7912
CITY OF PORT HURON																
74-010 Port Huron Area	7.7658	26.7061	2.0000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961	L, X, A	12.0000	6.2000	66.4656	66.5368	66.9158
CITY OF ST. CLAIR																
74-050 East China Public	8.0200	15.5000	2.0000	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961	G, b, c, d, e, f	11.0940	5.9325	54.3402	54.8431	55.1602
CITY OF YALE																
74-130 Yale Public	8.0200	28.0000	None	1.4861	0.1400	2.4765	0.9906	0.2080	2.4765	5.6961	None	14.6145	None	62.4282	62.4394	63.5655

A=Senior Citizen .4964 B=Drug Task Force .3000 G=Hospital .3976 L=Bus .7000 T=Sewer 5.1916 U=Fire Station 2.0000
 V=Sewer/Streets 2.0000 W=Debt .5690 X=Roads 1.5000 Y=Capital Improvement 1.2000 Z=Debt 2.5000 a=Refuse 3.0000
 b=Water .9665 c=Pension .9034 d=Sewer 1.4235 e=Sewer Separation 1.3408 f=Streets .8967

RE: APPROPRIATION OF DRUG TASK FORCE AGE FUNDS FOR 1993

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for establishment of a Drug Task Force for a period of three years; and,

WHEREAS, the Board of Commissioners has reviewed and recommended approval of certain appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the appropriation of Special Millage Funds for 1993 is approved as follows:

REVENUE

404	Current Property Taxes	833,760	
541	Single Business Tax	23,309	
662	Forfeitures	25,000	
665	Interest	15,000	897,069
			=====

EXPENDITURES

704	Salaries & Wages - Perm.	302,552	
706	Salaries & Wages - Overtime	60,000	
709	Longevity	10,400	
715	Employer's Social Security	28,531	
716	Hospital Insurance	41,750	
717	Life Insurance	720	
718	Retirement Contribution	48,484	
719	Dental Insurance	3,600	
721	Disability Insurance	932	
722	Unemployment Insurance	932	
723	Workers' Compensation	<u>8,391</u>	506,292
727	Office Supplies	10,000	
741	Uniforms	<u>4,500</u>	14,500
801	Professional & Contractual	75,000	
813	Investigation	25,000	
850	Communications	23,000	
860	Travel-Mileage	500	
861	Travel-Other	20,000	
910	Insurance & Bonds	1,000	
920	Utilities	12,800	
926	Tax Tribunal Refunds	3,000	
930	Repairs & Service	12,000	
940	Equipment Rental	55,000	
953	Cost Allocation	18,875	
958	Education & Training	<u>6,000</u>	252,175
988	Other Equipment	<u>30,000</u>	30,000
997	Other Transfers Out	<u>130,000</u>	<u>130,000</u>
	Total Expenditures:		932,967
			=====

DATED: November 11, 1992

Reviewed and Approved by:

Robert J. Nickerson
 ROBERT J. NICKERSON
 County Corporation Counsel
 301 County Building
 Port Huron, MI 48060

Andrew E. Post
Frank R. Kujala
Frank R. Kujala

RESOLUTION 92-43

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 Diem" to be paid to members of Boards and Commissions in cases where no other 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 Commissions should be \$25.00 per day, in addition to such mileage allowance for travel, as the Board from time to time may determine.

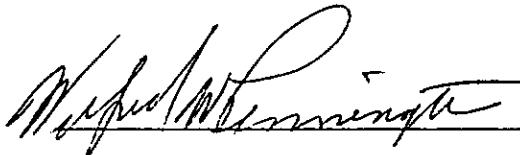

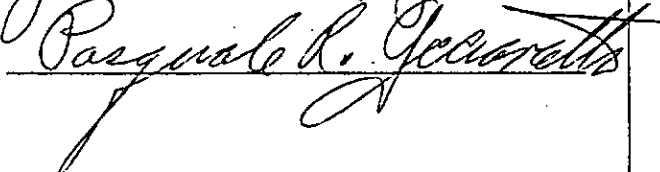
NOW, THEREFORE, BE IT RESOLVED:

- 1) That for the year 1993, the "Per Diem" to be paid to members of Boards and Commissions appointed by the St. Clair County Board of Commissioners, shall be \$25.00 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 in conflict with this Resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 11, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-42

REGARDING MARINE ENFORCEMENT PROGRAM

WHEREAS, the St. Clair County Sheriff's Department, for the past several years, has had a Marine Enforcement Program, pursuant to Act 245 of the Public Acts of 1959, as amended; and,


WHEREAS, the St. Clair County Board of Commissioners recommends that the Sheriff's Marine Enforcement Program be continued and that the necessary funds be appropriated therefor.


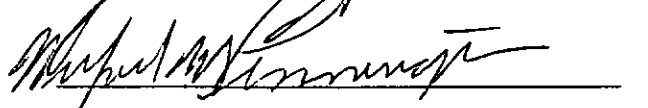
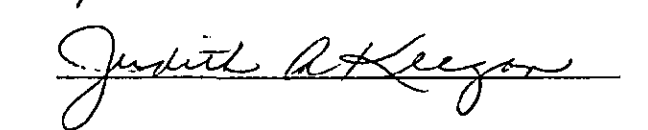
NOW, THEREFORE, BE IT RESOLVED:

- 1) That the St. Clair County Administrator/Controller be authorized and empowered to allocate such funds as are necessary for said 1993 Marine Enforcement Program in an amount not to exceed \$197,125.
- 2) All resolutions and parts of resolutions in conflict with this Resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 11, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-41

DISTRIBUTING THE 1993 COUNTY ROAD
APPROPRIATION

WHEREAS, the determination of the Board of County Road Commissioners of the County road needs for 1993 has been presented to the St. Clair County Board of Commissioners, and it has been determined to appropriate the sum of \$701,578 from the County General Fund.

NOW, THEREFORE, BE IT RESOLVED, that:


1) An appropriation of \$701,578 to be allocated in the 1993 Budget, is hereby made for the County Local Road Money Program, to be matched 100% by Townships. These dollars allocated to the Road Commission in four equal payments to be designated for the Townships on a formula basis.

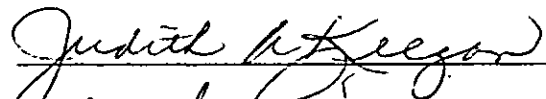

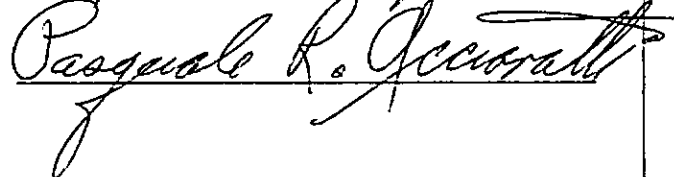
2) All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: November 11, 1992

Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-40

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
CHILDREN'S SHELTER EMPLOYEES - TEAMSTERS #214

WHEREAS, the Children's Shelter Employees - Teamsters #214 is recognized by the Michigan Employment Relations Committee, St. Clair County Probate Court and St. Clair County as the exclusive representative of certain employees of the Court; and


WHEREAS, the Probate Court has delegated authority to St. Clair County to bargain on matters of wages and working conditions; and

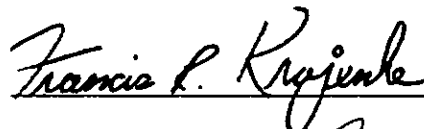
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1992 through December 31, 1995 is hereby approved and adopted.

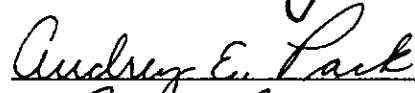
DATED: November 11, 1992

Reviewed and Approved by:

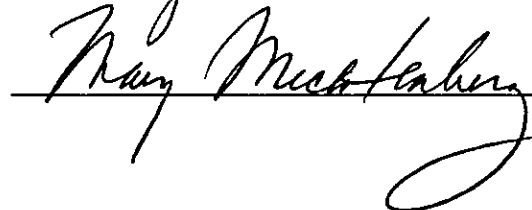

ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060



Francis L. Krajcick



Audrey E. Paul



Ray McEachern

TENTATIVE
AGREEMENT
BETWEEN
THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
and
THE ST. CLAIR COUNTY PROBATE COURT
and
THE EMPLOYEES OF
THE CHILDREN'S SHELTER
TEAMSTERS #214

JANUARY 1, 1992
through
DECEMBER 31, 1995

A G R E E M E N T

PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of January, 1992, by and between THE PROBATE COURT AND JUVENILE COURT, St. Clair County, herein termed the Employer, and the ST. CLAIR COUNTY BOARD OF COMMISSIONERS being the legislative body of said Employer, party of the first part, and TEAMSTERS LOCAL NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter called the Union.

PURPOSE AND INTENT

It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards, 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 Union as the exclusive representative for the purpose of collective bargaining with respect to rates and hours of pay, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended:

"All employees of the St. Clair County Children's Shelter, but excluding the Superintendent and the Assistant Superintendent and confidential employees, presently identified as Secretary," the classifications of which are described in Schedule A, attached hereto.

Case No. R76D 244

SECTION 2: The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union or Union activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

SECTION 3: There shall be no discrimination as to marital status, race, color, creed, national origin or political affiliation 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 Children's Shelter. The Union 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 Union 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 Union 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

UNION SECURITY AND DUES DEDUCTION

SECTION 1: Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union 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 Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union

dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and monthly dues. For present certified employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

SECTION 3: The Union 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 Union 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 Union with dues deducted from the employees pay. In no case shall the Court and County be responsible to pay to the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employee.

ARTICLE 3

UNION REPRESENTATION

SECTION 1: The Employer agrees to allow the proper accredited representative of the Local Union access to the Administration Office of the Children's Shelter during the weekday shift for the purpose of policing the terms and conditions of the Agreement; the Union shall have the right upon reasonable notice during the weekday shift to examine time sheets at the Children's Shelter and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other record of the Children's Shelter pertaining to a specific grievance.

SECTION 2: The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate from the seniority list of the Children's Shelter.

SECTION 3: The steward, or in his absence, his alternate, 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 his grievance. Permission for the steward, or his alternate, to leave their work stations will not be unreasonably withheld. The steward or his alternate will report their time to the Superintendent or Assistant Superintendent upon returning from a grievance discussion.

The privilege of the steward or his alternate 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 Union, and whose name will be certified in writing to the Employer, together with such other Union officials as the Union may designate.

The Employer either personally and/or by representative or representatives shall meet whenever necessary, at a mutually convenient time, with the Union 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 Union and the Employer or his 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 Union 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 Union. Absent an agreement of such discussions either party can request mediation through the Michigan Employment Relations Commission. Nothing shall prohibit the Court 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 steward, shall first bring a matter of grievance to the attention of the Children Shelter Superintendent within thirty (30) calendar days of the alleged occurrence in order to attempt an informal settlement. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Personnel Officer for resolution.

Step 1.

- A. An employee having a specified non-economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with Children Shelter Superintendent or designee in an effort to resolve the matter. The Union shall advise the Children Shelter Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

- B. An employee having a specified non-economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with the Personnel Officer designee in an effort to resolve the matter. The Union shall advise the Children Shelter Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

Step 2.

Non-Economic Grievances

- A. A non-economic grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Children Shelter Superintendent or designee within ten (10) calendar days of taking the matter up with the Children Shelter Superintendent or designee. The written non-economic grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the non-economic grievance.

- B. The Children Shelter Superintendent shall within fifteen (15) calendar days, schedule a hearing at which time the Grievant and the Union's employee

representative and, if determined by the Union, a representative shall be present to present allegations, proofs and remedies. The Children Shelter Superintendent 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 Children Shelter Superintendent or designees shall issue a written response within ten (10) calendar days of the conclusion of the hearing.

Economic Grievances

- A. Grievance(s) shall be considered settled at Step 1, unless within fifteen (15) days after service of the Personnel Officer, and the Court Administrator the Grievant(s) serve(s) upon the Personnel Officer a written request for a hearing. A copy of the written grievance shall be attached to such a request.
- B. Within ten (10) calendar days of service of the request in (a) above, the Personnel Officer, and Court Administrator will meet with the Grievant(s), the Steward and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- C. The Personnel Officer and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) calendar days after the hearing.

Step 3

Non-Economic Grievance

- A. A non-economic grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within fifteen (15) calendar days of the Step 2 response.
- B. The Probate Court Administrator shall review the Step 2 grievance response and the Union 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 non-economic grievance.
- C. The decision may be appealed to the Chief Probate Judge within fifteen (15) calendar days. The decision of the Chief Probate Court Judge shall be final and binding.

Economic Grievance

- A. An economic grievance shall be considered settled at Step 2 unless an appeal is made to an umpire within fifteen (15) calendar days of the response at Step 2.
- B. The County and the union shall each be entitled to appoint one (1) person as permanent umpire for the duration of this Agreement. The umpire shall:
 - 1. Not be in the current employ nor currently provide a subsidiary service to either St. Clair County, St. Clair County Probate Court or the Teamsters International Union.
 - 2. Have had experience in labor relations, compensation and benefits administration and/or collective bargaining.
- C. The County and union shall provide each other with written notice of their choice of umpire and shall include a statement that no Employer/employee or contractor/contractee relationship exists and shall also provide a resume vitae demonstrating the umpire's qualification.
- D. The umpires shall jointly designate a third umpire to function as chairperson of a grievance review panel.
- E. The County and the Union shall be respectively responsible for compensating their umpire of choice for services. The compensation provided the chairperson umpire shall be borne equally between the County and the union.
- F. The three (3) umpires shall meet as a panel to adjudicate grievance appeals. The majority decision of the panel shall be final and binding on the parties.
- G. The panel shall function during the term of agreement and not beyond December 31, 1995. The panel method of grievance appeal shall only continue beyond December 31, 1995 by mutual written consent by the County and the Union. After December 31, 1995 if mutual written consent is not provided, appeal shall be through arbitration with the American Arbitration Association.

ARTICLE 6

DISCHARGE AND SUSPENSION

SECTION 1: (a) 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. It is understood that proper written notification will be submitted by the appropriate supervisor to the Union at the time immediate action is taken.

- | | |
|--------------------------|-----------------------------|
| 1. Oral Reprimand | Notice to steward |
| 2. Written Reprimand | Notice to steward |
| 3. Suspension | Notice to steward and Union |
| 4. Removal and Discharge | Notice to steward and Union |

(b) 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 or the public.

(c) The Employer agrees that upon imposing any discipline excepting the oral reprimand, the Union steward or appropriate Union representative will be notified within three (3) working days in writing by the appropriate supervisor of the action taken. The employees shall be given a copy of all disciplinary action and a copy shall be placed in his 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 his version of the incident.

(d) The employee shall have the right, if he so requests, to be represented by his steward or Union representative at the time disciplinary action is imposed. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other legal remedies as may be available to him upon the employee's election.

(e) Employees may review their personnel file at reasonable times.

(f) The Employer shall meet with the Union and the employee disciplined within five (5) working days of the disciplinary action if the employee or the Union so requests.

(g) In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously unless such prior infraction involves an intentional falsification of his employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 7
SENIORITY AND PROBATION

SECTION 1: New employees upon completion of satisfactory probation, shall acquire seniority which will date back to the date of hire into the Children's Shelter. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority preference and a separate list shall be maintained as to full time employees and part time employees.

In the event the part time employee status is changed to full time, the Employee's name shall be placed, with date of transfer, to the bottom of the full time seniority list. In the event an employee is returned to part time status his seniority in both his part time and full time employment shall count in determining his part time seniority. In the event this employee is transferred back to full time employment, his full time employment only, shall count in his full time employment seniority.

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose his 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;
- (f) Provided, however, that the parties hereto recognize the "so-called" Grandfather Clause respecting employees employed in the Children's Shelter as of July 8, 1976, giving to said employee accumulative seniority for the period of their actual total employment in the Department, except that part time employment cannot be added to full time employment in determining full time employment seniority.

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 - All full time employees are required to satisfactorily complete a ninety (90) day probationary period. All part time employees shall be required to satisfactorily complete a one hundred and twenty (120) calendar day probationary period. The probationary period of a full time or part time employee may be extended an additional thirty (30) 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 which provides the opportunity to become accustomed to the work and to prove abilities on the job. At the same time, it provides the court 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: Transfers and Promotions - In the event of a vacancy in an existing position in work covered by this Agreement, notice of such vacancy shall be posted in a conspicuous place in the Unit for a minimal period of seven (7) working days. During this seven (7) day period any Employee then employed in the Bargaining Unit shall have the right to make application for transfer to that position, in which application he may set forth his qualifications, including his Seniority in the Bargaining Unit; said application shall be filed with the Superintendent of the Facility and forwarded on to the Judge of Probate.

SECTION 5: The transfer and promotion of employees within the unit is the sole responsibility of management, subject to the following provisions only:

- A. In advancement of employees to higher rated, non-supervisory jobs when ability, merit, and capacity of quality and quantity of work are equal, employees with longer seniority will have preference. Any claims of discretion for union activity in connection with transfers may be taken up as a grievance.

ARTICLE 8

JOB POSTINGS

SECTION 1: The Employer shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Employer shall post a notice of job vacancies in a conspicuous place, be it provided that the Employer shall determine when a vacancy exists. Nothing shall prohibit the Employer from externally recruiting candidates for any position. The posting shall include:

- A. A brief description of the job;
- B. The salary;
- C. The shift (if other than days);

SECTION 2: The job shall be posted for seven (7) calendar days.

SECTION 3: Employees applying for the position shall make a written application on the Employer's application form and may submit a resume form to the designee indicated on the posting. The resume, if submitted by the employee, shall provide:

- A. Candidate's name;
- B. Date employed;
- C. Current classification;
- D. Qualifications for the job (experience, skills, and/or education).

SECTION 4: In making the award of the job, the Employer will consider all candidates qualifications and each employee's seniority. Where qualifications are equal, the employee with superior seniority shall be awarded the job.

SECTION 5: The employee shall be subject to a ninety (90) day trial period with a thirty (30) day extension.

The Employer shall notify the Union and employee in writing of an extension indicating its reason for such extension. An extension shall not be subject to the grievance procedure.

ARTICLE 9

LAYOFF, RECALL AND TRANSFERS

SECTION 1: The word layoff means a reduction in the work force due to reasons of lack of work, lack of funds, or the elimination of a position.

SECTION 2: Notice to Union - In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union 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 layoffs, their names, seniority job titles and work location. At this meeting the Employer will make known to the Union 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 steward 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 with the least seniority will be laid off in seniority order, based on capability of performing available jobs as determined by the Employer.

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 employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases exceptions may be made with consent of the Employer.

ARTICLE 10

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 skills 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 Chief Probate Judge shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies. Chief Probate 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.

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 Court to be eligible for consideration.

SECTION 6: 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.

SECTION 7: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Court. Nor shall the employee be entitled to utilize the resources of the Court 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 11

VETERANS

SECTION 1: The reemployment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

ARTICLE 12

MANAGEMENT RESPONSIBILITY

SECTION 1: The Probate Judge hereby reserves and retains unto himself all his rights, powers, authorities, duties and responsibilities conferred upon and vested in the judiciary by the laws, statutes, the Constitution of the State of Michigan and the Constitution of the United States and the inherent power of the judiciary. 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 union 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 Court 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.

SECTION 3: Be it further provided that any changes in the facility manual subsequent to the signing of this labor agreement which can effect 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 13

WORK WEEK

SECTION 1: The regular working day shall consist of eight hours per day with thirty (30) minutes off for lunch included in the eight (8) hour period. The established methods of lunch arrangements shall continue. Full time shall mean regularly scheduled for forty (40) hours a week. A part time employee is regularly scheduled fewer than forty (40) hours a week. Part time employees shall work as scheduled by the Court.

SECTION 2: An employee may take "coffee breaks" in accordance with the present practice, recognizing that such "coffee breaks" shall not interfere with the proper performance of such employee's assigned work; it is further agreed that such "coffee breaks" shall be taken in the area designated by the Employer.

SECTION 3: Regular full time employees shall be entitled to compensatory time off in lieu of overtime pay; in the event that the scheduling for the compensatory time off cannot be arranged within a reasonable length of time, the employee will be paid overtime pay as provided by the St. Clair County Board of Commissioners.

SECTION 4: OVERSTAFFING In the event a shift is overstaffed, for any reason, employees in seniority order shall at their option;

- 1) Utilize vacation time, if eligible for vacation,
- 2) Perform other work assigned to them

- 3) Be excused provided the employee has worked two (2) hours or will receive two (2) hours pay.

ARTICLE 14

ACT OF GOD

SECTION 1: In the event of a natural or man-made disaster or emergency, the Chairman of the Board of Commissioners or the presiding Judge 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 and straight pay for the work performed.

SECTION 2: In the event of a natural or man-made disaster or emergency any member or members of the bargaining unit are sent home from work or are advised not to report to work shall receive their full day's pay for that day.

ARTICLE 15

BULLETIN BOARD

SECTION 1: The Employer shall assign appropriate space on bulletin boards which shall be used by the Union for posting notices, bearing the written approval of the Union Local Chapter Chairman, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs, which are not political or libelous in nature.

ARTICLE 16

HEALTH, LIFE AND DENTAL INSURANCE

SECTION 1: Each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the health care plans offered by the Employer. The core plan follows:

MVF-1 Comprehensive Hospitalization
Hospital Deductible \$150 - Employee/\$250 - Family
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Precertification
Casemanagement

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

- 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 the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- 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 the date of implementation shall be subject to the preceding subsection B.
- d. Employee premium cost shall be paid by way of payroll deduction.

SECTION 2: Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options to be effective January 1, 1993 in the place of the core option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.

Precertification/Case Management

Annual Cash Rebate (Paid Bi-Weekly)

- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.

Precertification/Casemanagement

Annual Cash Rebate (Paid bi-weekly)

- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

- * \$1350 - Family Plan subscriber
- * \$1100 - Two Person subscriber
- * \$ 650 - One Person 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 implement at its earliest opportunity the following core plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * 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 4:

Effective January 1, 1993 full time regular employees shall be eligible for the core life insurance of \$25,000 or any of the other options as follows:

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

SECTION 5:

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 6:

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.

SECTION 7:

On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 17

SICK DAYS

SECTION 1: Full time employees shall accumulate sick days to be used for days lost to illness or as otherwise provided herein.

SECTION 2: Sick days shall accrue at the rate of one (1) per month for the first sixty (60) months of full time continuous service.

SECTION 3: Commencing the sixty-first (61st) month two (2) sick days per month shall accrue.

SECTION 4: Sick days shall accrue to a maximum of one hundred and twenty (120) days.

SECTION 5: An employee shall be eligible to use sick days after completion of six (6) months of continuous full time service.

SECTION 6: An employee shall not be paid for more sick days than have been accrued.

SECTION 7: Sick days may be used for absences other than illness to the employee if approved by the designated divisional Superintendent or Supervisor as follows:

- (a) Serious or critical illness to a member of the immediate family not to exceed ten (10) sick days.
- (b) Death to a member of the immediate family as determined by the divisional Superintendent or Supervisor not to exceed five (5) days.
- (c) Immediate family is to be defined as follows: mother, father, stepparents, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

SECTION 8: Proof of death or illness to an employee's immediate family may be required before payment of sick days is made.

SECTION 9: An employee who exhibits questionable attendance shall be subject to a "proof required status". Questionable attendance shall mean a pattern to absences or frequent absences beyond the norm or average for the bargaining unit. 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 bonafide 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.

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-Back 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 in the event that the Employer cannot give the employee twenty four (24) hours notice prior to the time to report to work. To be eligible for call back time pay the employee must actually report to work.

SECTION 4: Call-In Early and/or Hold-Over: Employees who are called in to work early shall be guaranteed no less than two (2) hours pay at the rate of one and one-half (1 1/2). To be eligible for call in time pay the employee must actually report to work. Employees held over will be paid time and one half for all hours worked.

SECTION 5: Holidays: Employees who are required to work a holiday shall receive hour-for-hour compensatory time and time and a half the regular hourly base rate of pay. Compensatory time shall be scheduled at mutual convenience of the employee and the Employer.

SECTION 6: Equalization: The Employer shall make every effort to equalize overtime among those employees qualified to perform such work as is required and by seniority. The Superintendent shall be entitled to compel the least senior employee available to work as provided in Section 9 following.

SECTION 7: Compensatory Time: The Employer shall not be prohibited from utilizing compensatory time in lieu of overtime pay as provided in section one of this article. Be it provided, however, that utilization of compensatory time shall be at the mutual agreement and convenience of the Employer and employee.

SECTION 8: Staff Meeting: Employees required to attend staff meetings at times other than when scheduled to work, shall be compensated in section one of this article. Be it provided, however, that utilization of compensatory time shall be at the mutual agreement and convenience of the Employer and the employee.

The Union further recognizes that by reason of the fact that the residents of the facilities are children of both sexes, that management has both a moral and legal responsibility to promote the best interest of the residents.

In scheduling additional shifts the Employer shall exercise one (1) of three (3) options. Once initiated the Employer shall complete the option. The options are:

- (a) The call-in list
- (b) Hold-over/call-in early (See preceding Section 4)
- (c) Voluntary shift transfer (This option may only be elected and executed by management.

SECTION 9: Call-in-List: The scheduling of employees shall be within the sole discretion of the Employer. When the call-in list option is selected it shall be executed as follows:

- (a) By the use of part time employees on a seniority basis up to eight (8) hours until such employee reaches 40 hours of work in that week. Sex may be a consideration in selecting a worker. The least senior employee may be compelled to work over until a suitable replacement is scheduled. An employee compelled to work over shall be entitled to compensation at one and one-half (1 1/2) times the normal hourly rate.
- (b) By the use of employees on a seniority basis, recognizing the sex consideration regardless of full/part time hourly status.
- (c) By a split of the hours between employees by the sex consideration, regardless of the full/part time status.
- (d) By use of an employee for sixteen (16) consecutive hours.
- (e) By the use of qualified employees from another classification with regard to the sex consideration.

ARTICLE 19

HOLIDAYS

SECTION 1: Full time employees shall be eligible for holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court or St. Clair County Probate Court change the schedule in any way, that amended holiday schedule shall prevail and apply and a copy sent to the Union.

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: 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 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 in the employee's anniversary year as earned and credited or the days shall be forfeited. In other words, the day(s) shall not accrue from anniversary year to anniversary year.
- (c) An employee who fails to indicate an option shall be compensated according to Option 1.
- (d) Holidays which occur on an employees day off shall be credited with an hour for hour holiday credit and shall be subject to all the provisions herein.

SECTION 6: Part time employees who work on a holiday shall be compensated at a rate of one and a half (1 1/2) times their hourly rate for all time worked on a holiday. Part time employees who work Independence Day, Thanksgiving Day, and/or Christmas Day shall be compensated at a rate of twice their hourly rate for all hours worked.

SECTION 7: Part time employees that do not work a holiday shall not be entitled to holiday pay.

SECTION 8: The holiday shall be on a calendar day starting at 11:00 PM, proceed for 24 consecutive hours and cease at 11:00 PM.

ARTICLE 20

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: Full time employees shall be entitled to vacation 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+	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.

SECTION 4: The employee shall not be entitled to use more than the number of vacation days which have been earned.

SECTION 5: The employee, upon termination, layoff 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 6: Paid holidays occurring during a paid vacation shall not be charged as vacation but as holiday.

SECTION 7: 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 manner that no shortage in staff results and where reasonably possible, giving preference to Seniority as to choice of time on vacations.

ARTICLE 21

LEAVES OF ABSENCE

SECTION 1: Leaves of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority for:

- (a) Illness leave including maternity (Physical or Mental)
- (b) Serious or critical illness of the spouse or child.

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 any Union 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, 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, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness, 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: Extensions of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year, whichever is greater.

SECTION 8: Request of an extension shall be made in writing to the Superintendent no less than five (5) working days prior to the expiration date of the leave.

SECTION 9: An employee on a leave of absence without pay shall not be entitled vacation accrual, sick day accrual, retirement credit or gain from any other fringe benefits.

SECTION 10: Employees elected to any permanent full time Union office or selected by the Union to do work which takes them from their employment with the Court, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

SECTION 11: An employee who fails to return from an approved leave of absence shall be considered to have resigned and shall lose seniority as provided in Article 7 - Seniority and Probation, Section 1. (d).

ARTICLE 22

WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of the employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide worker's compensation protection for all employees.

ARTICLE 23

MILEAGE ALLOWANCE

Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum non-taxable rate allowable by the I.R.S.

ARTICLE 24

SERVICE RECOGNITION

SECTION 1: The Employer shall recognize years of continuous full time service 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>
5 - 9	2%	\$ 500
10 - 14	4%	\$1,000
15 - 19	6%	\$1,500
20 - 24	8%	\$2,000
25 +	10%	\$2,500

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.

ARTICLE 25

RETIREMENT

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 County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The County shall contribute seventy (70%) of the total contribution determined necessary. The employee shall contribute thirty (30%) of the total contribution determined necessary by way of biweekly 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 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 sixty-nine and six tenths percent (69.6%).

SECTION 5: A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining twenty (20) years of service credit with the County.

ARTICLE 26

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 27

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.

SECTION 3: Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely effect any fringe benefits.

SECTION 4: Any reimbursements (by way of example: mileage, lodging, and/or reimbursable 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 28

EMPLOYEE LIABILITY

SECTION 1: The County shall indemnify each employee against claims of liability which may arise from course of employment.

DURATION

This Agreement shall remain in full force and effect until December 31, 1995. 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 not 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.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

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 and remain within the jurisdiction of the County of St. Clair.

The Union recognizes the right and duty of the Probate Court to operate and manage its affairs in accordance with the State of Michigan Constitutional provisions and statutes shall take precedence over any conflicting provisions which might be contained in this Agreement. If any article or section of this Agreement or any appendixes or supplement thereto should be held invalid by any Constitutional provision, operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

The parties agree that the employees covered hereby should have reasonable assurance of continuity of employment which is not subject to termination solely because of a change in the incumbent Judge's office.

EMPLOYER

ST. CLAIR COUNTY PROBATE
COURT CHILDREN'S SHELTER

BY: _____
CHIEF JUDGE OF PROBATE

BY: _____
CHAIRMAN, BOARD OF COMMISSIONERS

BY: _____
COUNTY CLERK

UNION

LOCAL UNION NO. 214, AN AFFILIATE
OF THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA

BUSINESS AGENT

BY: _____
CHAPTER CHAIRPERSON

BY: _____
ALTERNATE STEWARD

WAGES

January 1, 1992 - 4%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief	HRLY	\$9.34	9.52	9.66	9.98	10.37	
Cook	ANNL	19,425	19,793	20,096	20,767	21,459	
Cook	HRLY	\$8.66	8.80	8.94	9.23	9.52	
	ANNL	18,019	18,301	18,604	19,188	19,793	
Custodian/ Maintenance Worker	HRLY	\$9.34	9.50	9.63	9.95	10.29	
	ANNL	19,425	19,750	20,031	20,702	21,394	
Child Care Worker I	HRLY	\$9.13	9.31	9.46	9.79	10.16	10.54
	ANNL	18,992	19,361	19,685	20,356	21,135	21,913
Program & Recrea- tion Coordinator	HRLY	\$10.01	10.21	10.39	10.79	11.19	11.61
	ANNL	20,831	21,243	21,610	22,433	23,276	24,142
Shift Leader Premium		\$.50 cents an hour					

January 1, 1993 - 4%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief	HRLY	\$9.71	9.90	10.05	10.38	10.73	
Cook	ANNL	20,202	20,585	20,900	21,598	22,317	
Cook	HRLY	\$9.01	9.15	9.30	9.59	9.90	
	ANNL	18,740	19,033	19,348	19,956	20,585	
Custodian/ Maintenance Worker	HRLY	\$9.71	9.88	10.02	10.35	10.70	
	ANNL	20,202	20,540	20,832	21,530	22,250	
Child Care Worker I	HRLY	\$9.50	9.68	9.84	10.18	10.57	10.96
	ANNL	19,752	20,135	20,472	21,170	21,980	22,790
Program & Recrea- tion Coordinator	HRLY	\$10.42	10.62	10.80	11.22	11.64	12.07
	ANNL	21,664	22,093	22,474	23,330	24,207	25,108
Shift Leader Premium		\$.50 cents per hour					

WAGES, Cont.

January 1, 1994 - 4%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief	HRLY	\$10.10	10.29	10.45	10.80	11.16	
Cook	ANNL	21,010	21,408	21,736	22,462	23,210	
Cook	HRLY	\$9.37	9.52	9.67	9.98	10.29	
	ANNL	19,490	19,794	20,122	20,754	21,408	
Custodian/ Maintenance Worker	HRLY	\$10.10	10.27	10.42	10.76	11.13	
	ANNL	21,010	21,362	21,665	22,391	23,140	
Child Care Worker I	HRLY	\$9.88	10.07	10.24	10.59	10.99	11.40
	ANNL	20,542	20,940	21,291	22,017	22,859	23,702
Program & Recrea- tion Coordinator	HRLY	\$10.83	11.05	11.24	11.66	12.01	12.55
	ANNL	22,531	22,977	23,373	24,263	24,988	26,112
Shift Leader Premium		\$.50 cents per hour					

January 1, 1995 - 4%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief	HRLY	\$10.50	10.70	10.87	11.23	11.60	
Cook	ANNL	21,850	22,265	22,605	23,360	24,138	
Cook	HRLY	\$9.75	9.90	10.06	10.38	10.70	
	ANNL	20,270	20,586	20,927	21,584	22,265	
Custodian/ Maintenance Worker	HRLY	\$10.50	10.68	10.83	11.20	11.57	
	ANNL	21,850	22,217	22,532	23,287	24,066	
Child Care Worker I	HRLY	\$10.27	10.47	10.65	11.01	11.43	11.85
	ANNL	21,364	21,778	22,143	22,897	23,774	24,651
Program & Recrea- tion Coordinator	HRLY	\$11.27	11.49	11.69	12.13	12.49	13.06
	ANNL	23,432	23,896	24,308	25,234	25,988	27,157
Shift Leader Premium		\$.50 cents per hour					

1992 - 1995 CHILDREN'S SHELTER
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RESOLUTION 92-39


APPROVING CONTRACT FOR STATE/LOCAL CRACK SEALING
ST. CLAIR COUNTY INTERNATIONAL AIRPORT


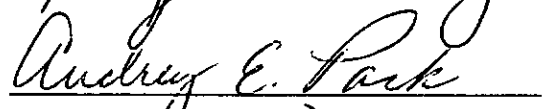
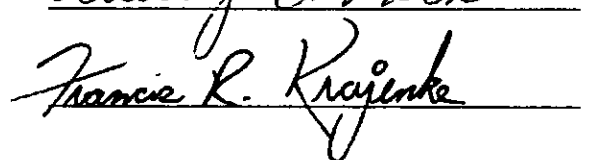
WHEREAS, the agreement between the Board of County Commissioners of the county of St. Clair, and the Michigan Department of Transportation for MDOT No. 92-1759, ACCT No. 5732 for crack sealing of Runways, Taxiways and Aprons, and pavement remarking at the St. Clair County International Airport, St. Clair County, Michigan, be approved; and

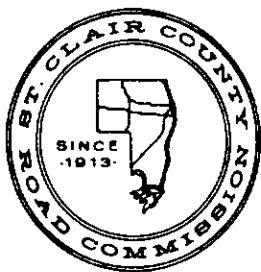
NOW, THEREFORE, BE IT RESOLVED, That William Danneels, Chairperson of the St. Clair County Board of Commissioners, be authorized to sign said agreement on behalf of the Board of County Commissioners of the County of St. Clair.

DATED: October 28, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060



ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, St. Clair, Michigan 48079

Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator
John D. Perry, Managing Director

FROM:

DATE: October 21, 1992

SUBJECT: Crack Sealing Program - St. Clair County International Airport

The St. Clair County International Airport has an opportunity to take advantage of a \$5,000 grant from the Michigan Department of Transportation/Michigan Bureau of Aeronautics for crack sealing the runways, taxiways and aprons.

We have requested to delay the program until 1993 because it is too late in the season to undertake this type of work. The Michigan Bureau of Aeronautics has agreed to extending our grant offer for 18 months.

A contract has been forwarded to us for approval. The Airport Commission recommends acceptance of the contract and execution by the Chairman of the County Board of Commissioners.

An accompanying resolution must be approved naming the persons authorized to execute said contract.

Please place this item on your agenda for October 28, 1992.

sb
Encl. 10 copies

cc: Robert Nickerson

S A M P L E

S A M P L E

S A M P L E

S A M P L E

RESOLUTION NO.

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

CONTRACT FOR STATE/LOCAL CRACK SEALING
ST. CLAIR COUNTY INTERNATIONAL AIRPORT

WHEREAS, the agreement between the Board of County Commissioners of the County of St. Clair and the Michigan Department of Transportation for MDOT No. 92-1759, ACCT No. 5732 for crack sealing of Runways, Taxiways and Aprons, and pavement remarking at the St. Clair County International Airport, St. Clair County, Michigan be approved; and

NOW, THEREFORE, BE IT RESOLVED, That William Danneels, Chairman of the St. Clair County Board of Commissioners, be authorized to sign said agreement on behalf of the Board of County Commissioners of the County of St. Clair.

AYES:

NAYS:

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

ADOPTING AND APPROVING THE EXECUTION OF CONTRACT
AT THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT

WHEREAS, the St. Clair County International Airport is expected to receive funding from the Michigan Bureau of Aeronautics Commission for Crack Sealing of Runways, Taxiway and Aprons and pavement remarking at the St. Clair County International Airport; and

WHEREAS, the Michigan Department of Transportation/Michigan Bureau of Aeronautics has submitted Contract No. 92-1759, ACCT No. 5732 in anticipation of St. Clair County receiving said State Grant Offer; and

NOW, THEREFORE, BE IT RESOLVED, That the contract between the Michigan Department of Transportation and the County of St. Clair be approved for the above named project; and

BE IT FURTHER RESOLVED, That the Airport Commission recommend to the St. Clair County Board of Commissioners approval of the above named contract and further that the St. Clair County Board of Commissioners Chairperson be authorized to execute said contract.

AYES: Commissioner Street
 Commissioner Foley
 Commissioner McCormick

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, October 20, 1992 at 7:08 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Secretary

MICHIGAN DEPARTMENT OF TRANSPORTATION
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ST. CLAIR
CONTRACT FOR STATE/LOCAL
CRACK SEALING

THIS CONTRACT is made and entered into this date of _____, by and between the Michigan Department of Transportation, hereinafter referred to as the DEPARTMENT, and Board of County Commissioners of the County of St. Clair, hereinafter referred to as the "SPONSOR".

WITNESSETH:

WHEREAS, the parties hereto desire to make runway improvements at St. Clair International Airport in Port Huron, Michigan, said improvements more fully described as the Crack Sealing of Runways, Taxiways and Aprons, and pavement remarking to be hereinafter referred to as the "PROJECT";

NOW, THEREFORE, it is agreed:

1. The parties hereto agree to undertake and complete the PROJECT in accordance with the terms of this Contract.
2. The SPONSOR is responsible for obtaining bids for the PROJECT work and shall make a recommendation to the DEPARTMENT to award a Contract. The recommendation to award a Contract will include a summary of all bids received. If the SPONSOR recommends awarding a Contract to other than the lowest bidder, a written explanation detailing the SPONSOR'S rationale shall be provided.
3. The SPONSOR shall solicit bids only from those contractors on the DEPARTMENT'S Bureau of Aeronautics "Approved Crack Sealing Contractors" list.
4. The SPONSOR shall have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said Contract.

5. The term PROJECT COST as herein used is hereby defined as the cost of all work necessary to seal the pavement cracks for the PROJECT.

6. Upon written notification from the SPONSOR that the contractor has been given a notice to proceed the DEPARTMENT will pay the SPONSOR the DEPARTMENT'S share of the PROJECT COST not to exceed the amount set forth in Section 7. The SPONSOR shall then pay the contractor immediately upon receipt of billings from the same. Upon completion of the PROJECT and payment of all eligible and allowable PROJECT COST, the SPONSOR will make a final accounting and submit a final billing to the DEPARTMENT or immediately refund any portion of DEPARTMENT funds not supported by copies of contractor invoices and cancelled checks or not used for eligible or allowable PROJECT expenses.

Payment of any cost by the DEPARTMENT pursuant to this section shall not constitute a final determination by the DEPARTMENT of the allowability of such cost and shall not constitute a waiver by the DEPARTMENT of any violation of the terms of this Contract committed by the SPONSOR. The DEPARTMENT will make final determination as to allowability only after final audit of the PROJECT should the DEPARTMENT not accept the SPONSOR'S final accounting. The SPONSOR shall submit copies of all contractor invoices and cancelled checks to the DEPARTMENT as evidence of actual expenditures.

7. The PROJECT COST shall be met in part by contributions from the DEPARTMENT. The DEPARTMENT will participate in all eligible and allowable PROJECT COSTS at a rate of fifty percent (50%) of those costs. The DEPARTMENT'S maximum financial obligation shall not exceed Five Thousand Dollars (\$5,000.00).

8. Any change in scope of the PROJECT, increase in the DEPARTMENT'S share of PROJECT COST, or term of this contract shall be by execution of a prior written amendment to this contract by the parties hereto.

9. Any work or material that is determined by the DEPARTMENT not to be in conformity with the specifications and contract documents, will be ineligible for DEPARTMENT participation.

10. Any items of PROJECT COST not reimbursed by DEPARTMENT funds will be the sole responsibility of the SPONSOR.

11. The SPONSOR agrees to provide, and will require its subcontractors to provide access to the DEPARTMENT or its representatives, to all technical data, accounting records, reports, documents, and work in process pertaining to this contract. Copies of technical data, reports, and other documents shall be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. All such records shall be retained for

a minimum of three (3) years from the date of final payment for services performed under this Contract.

12. This Contract shall be in effect for a period of eighteen (18) months from the date of execution.

13. The SPONSOR specifically agrees that in the performance of the PROJECT herein enumerated by itself, or a subcontractor, that they will comply with any and all state, federal, and applicable local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

14. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR'S obligations and duties contained in this Contract.

Any approvals, reviews, and inspections of any nature provided by the DEPARTMENT shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract and that such approvals are a governmental function incidental to this Contract.

Any approvals, reviews, and inspections provided by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections provided by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR'S performance, but are undertaken for the sole use and information of the DEPARTMENT.

15. In connection with the performance of PROJECT work under this Contract, the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts" as set forth in Appendix "A", dated August, 1985, attached hereto and made a part hereof.

16. In accordance with 1980 PA 278; MCL 423,321, et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act 29, U.S.C. 158. The DEPARTMENT may void this Contract or the name of a subcontractor,

manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

17. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof shall be the sole responsibility of the parties to that contract which is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation shall be the responsibility of the SPONSOR.

18. In addition to the protection afforded by any policy of insurance, the SPONSOR agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, the DEPARTMENT, and all officers, agents, and employees thereof:

(a) from any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the SPONSOR in connection with the SPONSOR's performance under this Contract; and

(b) from any and all claims of injuries to, or death of, any and all persons, and for loss of or damage to property and environmental damage or degradation, response and cleanup, and from attorney fees and related costs arising out of, under, or by reason of the SPONSOR's negligent performance of the project assignments under this Contract, except claims resulting from the sole negligence of said indemnitee, its agents, or employees.

19. The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the SPONSOR, their subcontractors, or any other person not a party to the contract without the DEPARTMENT'S specific consent and notwithstanding its concurrence in or approval of the award of any contract, subcontract, or the solicitation thereof.

20. It is expressly understood and agreed that the SPONSOR shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, the Michigan State Transportation Commission and/or the Michigan Aeronautics Commission. In the event that the same occurs, for the purposes of this Contract it will be considered as a breach of this Contract thereby giving the State of Michigan, the DEPARTMENT, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

21. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said Contract and authorizing the signatures thereto of the respective officials of the SPONSOR, a certified copy of which resolution shall be attached to this Contract, and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ST. CLAIR

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: Department Director

FORM APPROVED
9-24-92
RZ
ASSISTANT
ATTORNEY
GENERAL

REVIEWED
9-23-92
BUREAU OF
FINANCE

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

August, 1985

RESOLUTION 92-38

RELATIVE TO ANNUAL DRAIN ASSESSMENTS

WHEREAS, M.S.A. 11,1262, being C.L. 1948, 280.62 requires the Drain Commissioner to submit to the County Board of Commissioners, at its October Session of each year, an assessment roll showing the moneys to be assessed for drain purposes against the County, Townships, Cities, Villages, State Highway Department and Railroad Companies, and,

WHEREAS, the said assessment roll must be reviewed by the County Board of Commissioners for the purpose of receiving approval thereupon, and,

WHEREAS, Thomas Donohue, St. Clair County Drain Commissioner, has prepared and submitted to this Board of Commissioners, his drain assessment roll, which meets the requirements of the statute.

NOW, THEREFORE, BE IT RESOLVED:

1) That the Drain Commissioner's assessment roll may be, and the same hereby is approved, and the percentages apportioned therein shall be assessed against such townships, cities, villages, and against the County at Large, by reason of the improvements of the highways within the drainage district and against the State by reason of the improvement of the State trunk line highways within such drainage district, and against all parcels of land therein according to such apportionment of benefits provided.

2) That the various assessing officers of the governmental units affected are hereby authorized and directed to spread the assessments for drain purposes as set forth in said roll.

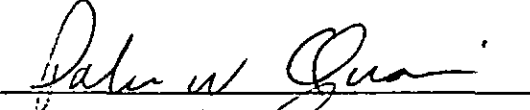
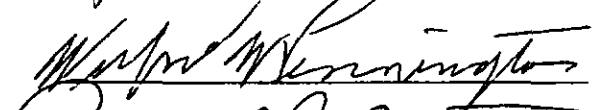
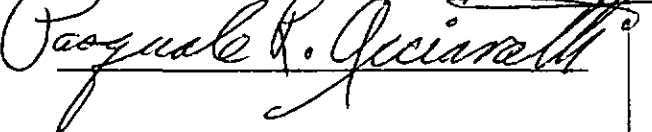
3) That said roll is marked Exhibit "A", attached hereto and made a part hereof by reference.

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

DATED: October 28, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-37

WAIVING INTEREST ACCRUED 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 interest earned on tax collections, providing that an agreement can be made between a collecting unit and a taxing unit regarding interest earned, and,

WHEREAS, to divide and distribute accrued 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 interest would likely surpass the amount of interest, and,

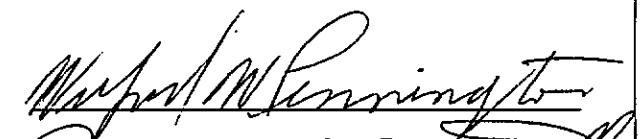


WHEREAS, this Board is not required to, but may, in its discretion, waive receipt of interest amounts attributed to collected taxes for the year 1992.

NOW, THEREFORE, BE IT RESOLVED, that the payment of any interest which may be due and owing to the County from the 1992 tax collections, is hereby waived.

DATED: October 28, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-36

SETTING A PROPOSED COUNTY OPERATING TAX RATE

WHEREAS, Act No. 5 of the Public Acts of 1982, as amended by Act No. 2 of 1986, commonly known as the "Truth in Taxation" law, provides that "the governing body of a taxing unit shall not levy ad valorem property taxes for operating purposes for an ensuing fiscal year of the taxing unit which yields an amount more than the sum of the taxes levied at the base tax rate on additions within the taxing unit for the ensuing fiscal year plus an amount equal to the taxes levied for operating purposes for the concluding fiscal year on existing property."

AND WHEREAS, the governing body of a taxing unit may approve the levy of an additional millage rate only after publishing a notice, holding a public hearing, and adopting a separate resolution, and,

WHEREAS, the notice must be published not less than six (6) days prior to the public hearing; which notice, if approved, shall contain certain statements relating to the proposed rate and percentage which the revenues would increase; which notice, if not approved, shall contain certain statements relating to the proposed rate and percentage which the revenues would increase over the preceding year's operating revenue; that the governing body has complete authority to establish such millage rate; that the final millage rate shall not be greater than the published rate; that the final rate may be approved not more than ten (10) days after the public hearing; the date and location the taxing unit plans to take action on the proposed additional millage will be announced at this public meeting; and,

WHEREAS, the maximum millage rate that the St. Clair County Board of Commissioners can adopt is 6.4925 mills (of which 5.6961 is County, .4964 is Senior Citizen extra voted millage, and .3000 is Drug Enforcement Extra voted millage); and,

WHEREAS, the Board of Commissioners can decrease the final rate but cannot increase the final rate from the proposed published rate, and,

WHEREAS, Public Act No. 5 of 1982 requires adoption of the proposed rate by resolution of the County Board of Commissioners, prior to publication and public hearing.


NOW, THEREFORE, BE IT RESOLVED:

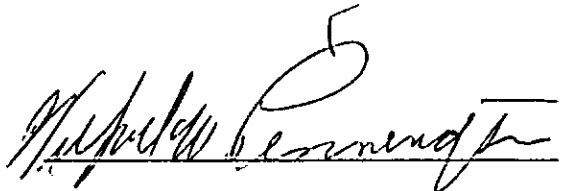
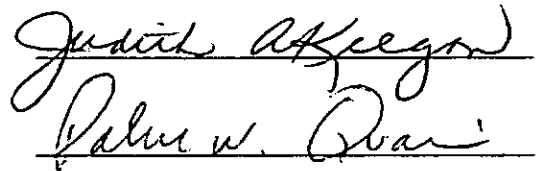
1) That the St. Clair County Board of Commissioners, in compliance with Public Act No. 5 of 1982, as amended by Public Act No. 2 of 1986, does hereby adopt a proposed operating millage rate of 6.4925 mills (of which 5.6961 is County, .4964 is Senior Citizen extra voted millage, and .3000 is Drug Enforcement extra voted millage.)

2) That the proposed rate and other required information be published at least six (6) days prior to a public hearing.

DATED: . October 14, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

1992 TAX RATE REQUEST
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County	St. Clair
Local Government Unit	St. Clair County
	1992 SEV (As of 5-26-92) \$2,890,906,202

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.
The following tax rates have been authorized for levy on the 1992 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Source	Purpose of Millage	Date of Election	Maximum Millage Authorized	1991 Compound Millage Reduction Fraction	Current Year Millage Reduction Fraction	Applicable Millage Reduction Fraction	Sec. 211.34 Millage Reduction Fraction	Maximum Allowable Millage Levy	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1
Fixed										
Allocated	Operating	11-7-78	5.7700	.9872	1.0000	.9872	1.0000	5.6961		5.6961
Extra										
Voted	Sr. Cit.	8-7-90	.5000	.9927	1.0000	.9927	1.0000	.4964		.4964
Extra										
Voted	Drug Enf.	8-4-92	.3000	1.0000	1.0000	1.0000	1.0000	.3000		.3000

Prepared by	John A. McClellan	Title	Acting Equalization Director	Date	August 5, 1992
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As the representative for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e and 211.34.

<input type="checkbox"/> Clerk	Signature	<i>Marion Sargent</i>	Type Name	Marion Sargent	Date	8-5-92
<input type="checkbox"/> Secretary	Signature	<i>William W. Danneels</i>	Type Name	William W. Danneels	Date	8-18-92

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. A public hearing and determination is required for an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

NOTICE OF PUBLIC HEARING
ON INCREASING PROPERTY TAXES

The St. Clair County Board of Commissioners will hold a Public Hearing on a proposed increase of .2332 mills (which is slightly more than 23 cents per \$1,000 of State Equalized Value) in the operating tax millage rate to be levied in 1992.

The hearing will be held on Wednesday, October 28, 1992 at 7:30 p.m. in the Commissioners Room 202 of the County Building, 201 McMorran Blvd., Port Huron, Michigan.

The hearing is required because state returned revenue from hotel and liquor taxes (Public Act 2 of 1986) and from cigarette taxes (Public Act 264 of 1987) is being added to the county's property tax revenue and is therefore considered to be an increase in total property taxes.

The date and location of the meeting to take action on the proposed additional millage will be announced at this public meeting.

The County Tax Millage Rate is as follows: 5.6961 mills for fixed operating, .4964 mills for the senior citizens program, and .3000 mills for the drug task force. The fixed operating and senior citizens program millages were previously reduced due to the Headlee Amendment.

If adopted, the proposed additional millage will increase operating revenue from ad valorem property taxes 3.73% over such revenues generated by levies permitted without holding a hearing. If the proposed additional millage rate is not approved the operating revenue will decrease by 1.38% over the preceding year's operating revenue.

The St. Clair County Board of Commissioners has complete authority to establish the number of mills to be levied from within its authorized millage rate.

This notice is published by the St. Clair County Board of Commissioners, County Building, 201 McMorran Boulevard, Port Huron, Mich. 48060, Ph. 985-2265.

NOTES:

1. Notice must be at least 4" wide by 8" long.
2. Heading must be in 18 pt. type.
3. Body must be in 12 pt. type.
4. Notice must not be in the legal or classified sections of the newspaper.
5. Notice must be published prior to October 22, 1992.
6. Notice shall be posted at the principal office of the governmental unit.



EQUALIZATION DEPARTMENT

County of St. Clair, Michigan

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (313) 985-2165

MEMO TO: Don Dodge, County Administrator/Controller
FROM: John A. McClellan, Acting Director Equalization Dept.
DATE: August 25, 1992
SUBJECT: "Truth in Taxation" Procedures as Amended by Public Act 5 of 1986

St. Clair County will be required to conform to the provisions of Public Act 5 of 1982 (Truth in Taxation) if it desires to restore the county's general operation millage rate to 5.6961 mills for fixed operating, .3000 mills for the drug task force program, and .4964 mills for the senior citizens program. The fixed operating and senior citizens rates had to be previously rolled back due to the Headlee Amendment. The drug task rate is not affected by Headlee this year since it was restored by an election on August 4, 1992.

Act 5 requires the county to roll back its tax rate whenever it receives more property tax money (except from "new" construction) than it received in the preceding year. The county can restore the tax rate(s) by:

1. Publishing a notice of public hearing with the heading "Notice of a Public Hearing on Increasing Taxes" in 18 point type, (and certain other information).
2. Holding a public hearing (which may also be the same hearing required by Act 43 of 1963 for adoption of the proposed budget).
3. Adopting a separate resolution approving the levy of the additional millage rate.

Two laws, Public Acts 106 and 107 of 1985, provide for all counties to receive state-returned revenue from hotel and liquor taxes and Public Act 2 of 1986 requires that the returned revenue be considered as "property tax" revenue, thereby triggering the provisions of Public Act 5. The returned revenue has been estimated by the Michigan Department of Treasury at \$408,269. \$4,214 must be subtracted from the estimated revenue since that figure is the difference between the estimated prior year distribution and the actual prior year distribution of tax revenue. Therefore the amount of the convention facility/liquor tax distribution to be used to reduce the St. Clair County base tax rate for the 1992 Truth-in-Taxation hearing purposes is \$404,050.

Under Public Act 264 of 1987, counties share in the recent \$.04/pack cigarette tax increase. The estimated amount of this distribution to St. Clair County in 1993 is \$279,595. \$9,563 must be subtracted from the estimated revenue since that figure is the difference between the estimated prior year distribution and the actual prior year distribution of tax revenue. Therefore the amount of the cigarette tax distribution to be used to reduce the county base tax rate for the 1992 Truth in Taxation hearing purposes is \$270,032.

The total amount St. Clair County must use to reduce its base tax rate for 1992 Truth-in-Taxation hearing purposes is \$674,082. This total amount would require a roll back of about 23 cents.

Memo: August 25, 1992

The county must either: (1) reduce (roll back) its millage rates by the amount of the returned revenue, or (2) use half of the returned convention tax facilities revenue for general operation purposes and half for substance abuse programs and also allocate the cigarette tax revenue in accordance with the 11/17, 5/17, 1/17 purposes as described in the following pages. If the county elects to choose the second option, then the county must comply with the 3 steps of the "Truth in Taxation" laws. This year the county would not normally have gone through Truth in Taxation because the base tax rate fraction is 1.0015, giving a base tax rate of 6.4984 or .0059 mill above the allowable rate of 6.4925. The hearings are necessary due to the convention and cigarette tax revenues' reducing of the county's total allowable revenue, thus giving an adjusted base tax rate of 6.2593 or .2332 mill below the maximum allowable rate of 6.4925.

Enclosed for your information is:

- A. Information regarding the use of convention facilities and cigarette tax revenues.
- B. A worksheet used by me to determine county operating levies and revenues for 1992.
- C. A sample "Notice" which I believe meets all the requirements for publication.
- D. A copy of form L-4029 Millage Request Report to County Board of Commissioners.

The publishing-hearing-adoption requirements are very specific and a procedure calendar should be established by you to assure complete compliance on a timely basis.

Act 106 of 1985 is the "State Convention Facility Development Act." Act 106 imposes a tax of 3 to 5% of the room charge on convention hotels as defined in the Act. Act 107 of 1985 increased the liquor tax by 4%. The Act is cited as the "Tourism and convention Facility Promotion Tax Act." The counties receive a share of the revenues imposed pursuant to Acts 106 and 107.

Act 2, P.A. of 1986 amended Section 24e of the General Property Tax (Section 211.24e, M.C.L.) to require the counties to reduce their base tax rates for truth in taxation purposes by the millage rate produced by dividing the estimated convention facilities tax revenue to be received by the county. A county may follow the truth in taxation process to use the revenues for increased spending, but 50% of the convention facilities tax revenue not used to reduce the county millage rate must be used for substance abuse programs operated by the county's coordinating agency designated pursuant to the Health Code.

In 1987, P.A. 219 increased the cigarette tax by 4 cents per pack (2 mills per cigarette packaged 20 to a package). The proceeds of the 4 cent increase is deposited in its entirety to a "Health and Safety Fund" created by Act 264, P.A. of 1987. These instructions discuss distribution of this tax only to the extent that the distribution affects the 82 counties excluding Wayne.

Act 264, P.A. of 1987 requires a county to reduce its base tax rate for truth in taxation purposes by an amount determined by dividing the estimated cigarette tax revenue by the state equalized value of the county. The cigarette tax revenue to the extent not used to reduce the county's millage rate must be used for the following purposes:

A. 11/17 of the distribution to the county health department for public health prevention programs and services. This distribution is in addition to and is not intended as a replacement for any state or county payments to these health departments.

B. 5/17 of the distribution shall be used only for the operation, maintenance, or expansion of an existing county jail facility or juvenile facility; for the acquisition, construction, and equipping of a new jail facility or juvenile facility; or for court operations.

C. 1/17 of the distribution is not restricted to specific purposes and is to be included with other county revenues budgeted by the board of commissioners.

To summarize, a county for truth in taxation hearing notices, must reduce its base tax rate by both the estimated amounts to be received in Convention Facilities Tax and Cigarette Tax revenues.

If, after the truth in taxation hearing is held, the county decides to levy its maximum authorized operating rate, the county will generally spend 50% of its convention facilities tax revenue for substance abuse programs and the cigarette tax money as indicated in this bulletin.

The following pages contain examples of the base tax rate calculations that are required.

St. Clair County

COUNTY OPERATING LEVY
Section 211.24e as
Amended by Act 2, P.A. of 1986
and by Act 264, P.A. of 1987
1992 Levy

FACTS: Adjustments to Base Tax Rate for Convention Facility Revenue and for
Cigarette Tax Revenue

Convention Facility Tax Revenue:	\$	<u>404,050</u>
Cigarette Tax Revenue:	\$	<u>270,032</u>
1991 SEV:	\$	<u>2,827,701,729</u>
1992 SEV LOSSES:	\$	<u>28,454,327</u>
1992 SEV ADDITIONS:	\$	<u>95,787,110</u>
1992 SEV:	\$	<u>2,890,906,202</u>
1991 SEV Operating Rate:	<u>6.4887</u>	Mills
1992 Maximum Authorized Rate:	<u>6.5700</u>	Mills
Maximum Allowable Rate:	<u>6.4925</u>	Mills (Sec. 211.34d)

BASE TAX RATE - 1992

6.4887 Mills X (\$ 2,827,701,729 - \$ 28,454,327) = 6.4984 Base Tax Rate
(\$ 2,890,906,202 - \$ 95,787,110)

REVENUE AVAILABLE WITHOUT HEARING:

1992 SEV	\$ <u>2,890,906,202</u>	X	<u>6.4925</u>	=	\$ <u>18,769,209</u>
Less: Convention Facility Tax Revenue					\$ <u>404,050</u>
Cigarette Tax Revenue					\$ <u>270,032</u>
Net Allowable Revenue from Property Taxes Without Hearing					\$ <u>18,095,127</u>
Allowable Revenue	\$ <u>18,095,127</u>	=	6.2593	Adjusted Base Tax Rate	
1992 SEV	\$ <u>2,890,906,202</u>				

REVENUE AVAILABLE WITH HEARING:

Adjusted Base Tax Rate:	<u>6.2593</u>
Maximum Allowable Rate - 1992	<u>6.4925</u>
Rate Levied - 1992	<u>6.4925</u> (1)
Allowable Revenue from Property Tax with a Hearing	\$ <u>18,769,209</u>

- (1) Truth in Taxation hearing held to increase rate allowed without hearing. 6.2593 to 6.4925 maximum rate or .2332 increase or 3.73% increase.

Computations

Given: 1992 SEV: \$ 2,890,906,202
County Maximum Operating Rate: 6.4925 Mills
Estimated Convention Facility Tax Revenue: \$ 404,050
Estimated Cigarette Tax Revenue: \$ 270,032
Current Year Base Tax Rate: 6.4984 Mills
Prior Year Operating Rate: 6.4887 Mills
Current Year Maximum Allowable Rate: 6.4925 Mills (1)

Step 1. \$2,890,906,202 X 6.4925 (1992 Operating Rate) = \$ 18,769,209 (2)
Step 2. \$ 18,769,209 Plus \$ 404,050 Plus \$ 270,032 = \$ 19,443,291
Step 3. \$2,890,906,202 X 6.4925 (1992 Operating Rate) = \$ 18,769,209
Step 4. \$ 19,443,291 Minus \$ 18,769,209 = \$ 674,082
Step 5. Convention Facility Tax Revenue = \$ 404,050
50% of Convention Facility Tax Revenue = \$ 202,025

The lessor of the amounts in Step 5 or \$ 202,025 is to be appropriated for substance abuse programs.

Cigarette Tax Revenue = \$ 270,032
11/17 of this amount is to be appropriated for public health prevention programs and services = \$ 174,727
5/17 of this amount is to be appropriated for county jail or juvenile facilities, or for court operations = \$ 79,421
1/17 of this amount is to be appropriated for other county revenues budgeted by the Board of Commissioners = \$ 15,884

- (1) Maximum authorized rate rollback due to Sec. 211.34d.
(2) Assumption is made that a Truth in Taxation hearing was held and base tax rate increased to maximum allowable rate.

RESOLUTION 92-35

OPPOSING THE PROPOSED REORGANIZATION OF
THE AREA AGENCIES ON AGING

WHEREAS, the Michigan Office of Services to the Aging (O.S.A.) has proposed a Plan to Restructure the Michigan Aging Network with three (3) objectives: 1) reduce administrative costs 2) create Regions with comparable populations of older adults, and 3) utilize historical regional planning boundaries to avoid service disruption; and,

WHEREAS, the Plan would, if implemented, reduce the number of Michigan's Planning and Service Areas (P.S.A.'s or Regions) from the current fourteen (14) Regions to seven (7); remove St. Clair County from the current Region 1-B area, and place St. Clair County in a newly configured region composed of fourteen (14) Counties; and

WHEREAS, St. Clair County has for eighteen (18) years been an integral part of the six (6) County Area Agency on Aging Region 1-B, composed of Livingston, Macomb, Monroe, Oakland, St. Clair and Washtenaw Counties; and

WHEREAS, the six County Region I-B, through its appointed Commissioners and older adult and private sector representatives on the AAA 1-B Board of Directors and Advisory Council, have achieved through effective and productive collaboration a comprehensive, coordinated, and viable service delivery system for the older adults of this Region; and

WHEREAS, the six (6) County Region I-B continues to be a valid and essential Planning and Development Region in the State of Michigan, with boundaries identical to those drawn in Executive Order 1968-1, sharing common economic, political, social and historical experiences; and

BE IT FURTHER RESOLVED, that the Plan does not contain sufficient rationale to explain why the present service delivery system requires drastic change, nor does it provide a detailed cost/benefit and qualitative analysis of the proposed new structure; and

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners strongly urges the Michigan Office of Services to the Aging and the Michigan Commission on Aging to not hastily adopt the Plan on October 16, 1992 as planned, and instead provide additional information, detail, cost/benefit analysis and ample time for public to fully study the Plan, debate its contents and determine if the present structure and service delivery system is viable and should be retained, or whether aspects of the Plan have merit and should be implemented.

DATED: September 23, 1992

Reviewed and Approved by:

R Nickerson (SPH)
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Michael W. Rounding
Thay McLaughlin
Frank Kujala
John W. Anderson
William St. Dannels
Audrey Peck
Judy Keegan

RESOLUTION 92-34

ESTABLISHING A COST RECOVERY FEE SCHEDULE FOR ST. CLAIR COUNTY
RESOURCES USED AT A HAZARDOUS MATERIALS INCIDENT

WHEREAS, the purpose of this resolution is to enable St. Clair County to require reimbursement from those responsible for the leaking, spilling or otherwise allowing certain dangerous or hazardous substances or materials to escape containment, whereby County resources are required as part of the mitigation process.

WHEREAS, dangerous substances or materials is defined as any substance which is spilled, leaked or otherwise released from its container, which in the determination of the jurisdiction's Fire Chief or his authorized representative, is dangerous or harmful to the environment or human or animal life, health or safety, or is obnoxious by reason of odor, or is a threat to public health, safety or welfare; and shall include, but not limited to such substances as chemicals and gases, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiologic (biologic) agents, flammable or corrosives.

WHEREAS, it shall be the duty of any person or any other entity which causes or controls leakage, spillage, or any other dissemination of dangerous or hazardous substances or materials to immediately remove such and clean-up the area of such spillage in such a manner that the area involved is fully restored to its condition prior to such happening.

WHEREAS, any such person or entity which fails to comply with removal and clean-up shall be liable to and shall further pay St. Clair County for its costs and expenses including the cost incurred by assisting the local municipality and any party which it engages, for the complete abatement, clean-up, and restoration of the affected area

Costs incurred by St. Clair County shall include, but not necessarily be limited to, the following: actual labor costs of St. Clair County, including worker compensation benefits, fringe benefits, administration overhead, cost of equipment operation, cost of materials obtained directly by St. Clair County, and the cost of any contract labor and materials.

WHEREAS, if any person or entity fails to reimburse the County as provided, and such person or entity is the owner of the affected property, St. Clair County shall have the right and power to add any and all costs of cleanup and restoration to the tax role as to such property and to levy and collect such costs in the same manner as provided for the levy and collection of real property taxes against said property. St. Clair County shall have the right to confiscate any vehicle and its contents where said costs cannot be added to the tax role. St. Clair County shall also have the right to bring an action in the appropriate court to collect such costs if it deems such action is necessary.

NOW, THEREFORE, BE IT RESOLVED, that a schedule of equipment operation costs shall be adopted by a vote of the St. Clair County Board of Commissioners and be on file in the County Clerk's Office as public record.

BE IT FURTHER RESOLVED, that the provisions of this Resolution are hereby declared to be severable. If any clause, sentence, paragraph, rule, regulation, section or subsection is declared void or inoperable for any reason by any Court, it shall not affect any other part or portion thereof, other than the part declared void or inoperable.

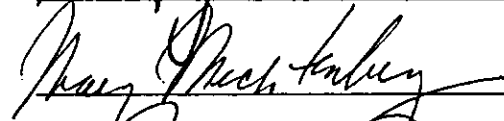
BE IT FURTHER RESOLVED, that all resolutions in conflict with this resolution are, hereby repealed.

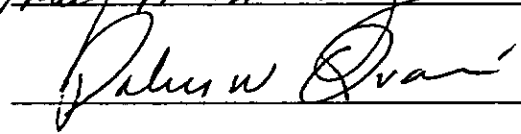
BE IT ALSO RESOLVED, that this resolution shall become effective upon publication after adoption.


DATED: September 23, 1992



Reviewed and Approved by:







ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

ST. CLAIR COUNTY ROAD COMMISSION
TIME AND EQUIPMENT COSTS

Loader and Operator	\$56.74 /hour
Tandom Dump with Operator	\$50.15 /hour
Sign Truck with 2 Men	\$72.86 /hour
Barricade Rental	\$ 5.22 /hour

Other equipment and labor costs kept on file at the Road Commission office.

ST. CLAI COUNTY SHERIFF DEPARTMENT

BRUCE LINDKE

254 Bard Street

Undersheriff
(313) 987-1712

Port Huron, Michigan 48060

To: JEFF FRIEDLAND
Date: SEPT. 14, 1992
Subject: COST - OUT

TOWNSHIP CONTRACTING FIGURES WERE USED FOR YOUR REQUEST.

HOURLY RATE (INCLUDES SALARY/FRINGES/ADMIN CHG/VEHICLE)

\$35.11

OVERTIME RATE: \$54.77

St. Clair County Emergency Management
Emergency Spill Response
Rate Schedule

35 foot workboat with 3 personnel	\$150/hr or \$1600/day
26 foot workboat with 3 personnel	\$150/hr or \$1600/day
Boom - \$1.00 ft/day (first 24 hrs)	\$.50/ft/day thereafter
Fuel	Replaced as used
Additional Personnel	\$15/hr
Outboard Utility	\$50/day without manpower
Absorbent Materials	Replacement cost plus 10% administration fee

**ST. CLAIR COUNTY EMERGENCY MANAGEMENT DIVISION
TIME COST CALCULATIONS
1/1/92 - 12/31/92**

WORKING HOURS

1. Base For Computation:	52 weeks x 5 days/week	260 days
2. Vacation Days Per Year:	12 days	
3. Holidays Per Year:	12 days	
4. Sick Days Per Year:	8 days	
5. Working Days Per Year:		228 days
6. Working Hours Per Day:	7.5 hours	
7. Working Hours Per Year:		1710 hours

PROGRAM COSTS

8. Total Program Cost:	\$88,709	
9. Less Other Staff:	\$15,000	
10. Allowable Program Costs:	\$73,709	
11. Cost Per Hour of Service:		\$43.10/Hr
12. Cost of Off Hour Response Due to Time and One Half		\$50.23/Hr

ENVIRONMENTAL HEALTH DIRECT SERVICE TIME/COST CALCULATIONS

LOCAL AGENCY: St. Clair County Health Dept. PREPARED BY: J. O. Tironi

PERIOD: October 1, 1991 to September 30, 1992 DATE PREPARED: October 17, 1991

WORKING HOURS

1. Base For Computation: 52 weeks x 5 days/week 260 Days
2. Vacation Days Per Year 14.78 Days
3. Holidays Per Year 12 Days
4. Sick Leave Days Per Year 8.35 Days
5. Working Days Per Year 224.87 Days

TRAVEL

6. Travel Time Last Year 1752.1 Hours
7. Number of Environmental Health Professional FTE's Last Year 7.0 FTE's
8. Travel Time Per FTE Last Year 250.3 Hours
9. Hours Worked Per Day 7.5 Hours
10. Days Traveled Per Year 33.37 Days

NONENVIRONMENTAL ACTIVITIES & SUPPORT SERVICES

11. Hours Per Day/Nonenvironmental Activities (1.25 Hours Maximum) 1.25 Hours
12. Item #5 (Working Days Per Year) 224.87 Days
13. Hours/Year Nonenvironmental Activities 281.09 Hours
14. Hours Worked Per Day (Same as #9) 7.5 Hours
15. Days Nonenvironmental Activities/Year 37.48 Days

DIRECT SERVICE TIME

16. Effective Direct Service Time/FTE 154.02 Days
17. Hours Worked Per Day (Same as #9 and #14) 7.5 Hours

Environmental Health Direct Service Time/Cost Calculation

Page 2

Local Agency: St. Clair County Health Department

18. Hours Direct Service Time/Year 1155.15 Hours

Note: The Direct Service Program Hours per FTE cannot be less than 50% of the hours available annually per full time employee. For example:

8.0 Hour Work Day - 1,040 Hrs/Yr/FTE
7.5 Hour Work Day - 975 Hrs/Yr/FTE
7.0 Hour Work Day - 910 Hrs/Yr/FTE

19. Total Program Costs \$ 650,617
20. Less Exclusions and Unallowable Items \$(7,410) *
21. Allowable Program Costs \$ 643,207
22. Number of Regular, Direct Service
Environmental Health Professional FTE's
for FY 1990-91 7
23. Cost Per Year Per FTE for Direct Service \$ 91,887
24. Cost Per Hour Per FTE for Direct Service \$ 79.54 /Hr.

Equipment \$ 1,800
Summer Aide 4,610
Appeals Board 1,000
\$ 7,410 *

RESOLUTION 92-33

CONSENTING TO TERMINATION OF ADDENDUM #1, ONLY,
OF THE MUTUAL WATER MAIN SERVICE AGREEMENT OF 5-30-78
AND WAIVER OF ONE YEAR NOTICE

WHEREAS, Kimball Township desires to terminate Addendum #1, only, of the Mutual Water Main Service Agreement of 5-30-78, whereby Kimball Township was utilizing a portion of Port Huron Township's Water System, because Kimball Township has constructed its own water mains to supply the Kimball Township area which is served pursuant to Addendum #1; and

WHEREAS, Addendum #1 provides for its cancellation by one year advance notice to all parties; and


WHEREAS, the County of St. Clair by its Board of County Commissioners has no objection to the termination of Addendum #1 by Kimball Township and desires to waive any one year notice provision, as to the County of St. Clair by its Board of County Commissioners only, at the request of Kimball Township.

NOW, THEREFORE, BE IT RESOLVED, that the County of St. Clair, by its Board of County Commissioners, hereby waives any one year advance written notice to the County of St. Clair by its Board of County Commissioners, by Kimball Township, and consents, on behalf of the County of St. Clair by its Board of County Commissioners only, to the termination by Kimball Township of Addendum #1 of the Mutual Water Main Service Agreement of 5-30-78.

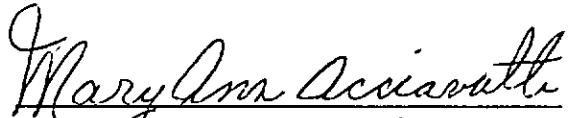
BE IT FURTHER RESOLVED, that this Consent and Waiver of advance notice is immediately effective, and the officials set forth below are hereby authorized to sign this Resolution forthwith:

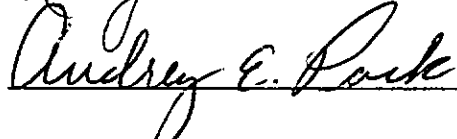
DATED: September 9, 1992

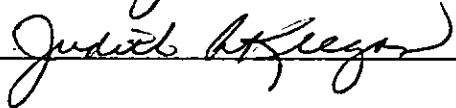
Reviewed and Approved by:



ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060







DAVIDSON, STAIGER, ADAIR AND HILL

COUNSELLORS AT LAW

FRANK O. STAIGER
JAMES P. ADAIR
STEVEN L. HILL
RICHARD F. MOSIER
MARK H. DAVIDSON
DAVID C. DEVENDORF
DENNIS O. CLYNE
MATTHEW M. WALLACE
SUSAN L. KREIS

901 HURON AVENUE
MACCABEE BUILDING
PORT HURON, MICHIGAN 48060-3706
313/985-8171 (FAX) 313/985-8380

WILBUR S. DAVIDSON
OF COUNSEL

THURSDAY
September Third
Nineteen Hundred Ninety-Two

Mr. Donald Dodge
St. Clair County Controller
County Building
Port Huron, Michigan 48060

Re: Kimball Township

Dear Mr. Dodge:

Find enclosed a proposed Resolution which I would request you review and submit to your Board if satisfactory. The purpose of this resolution is to have you waive the one year advance notice relative to the termination by Kimball Township of Addendum #1 signed in 1989. Addendum #1 calls for one year advance notice to all parties. Kimball Township gave Port Huron Township notice originally on October 2 and then a second notice was given with a cover letter dated October 10, 1992. Notice was also sent to the City and the County at about that same time. We wish to confirm your lack of objection to the termination of the Addendum. Since we are able to serve this area ourselves, we would ask you to specifically waive any one year advance notice to yourself, only, and consent to the termination of Addendum #1 as to your municipality only. Kimball Township would then terminate this contract as to Port Huron Township pursuant to the one year notice provision as to Port Huron Township. Kimball Township intends to declare Addendum #1 terminated as of October 12, 1992.

Attached is a map of the service area and a copy of your Resolution 92-01; Port Huron Township has not approved nor authorized the signing of Addendum #2, or else has failed to inform Kimball Township of the same.

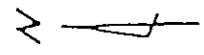
Sincerely yours,



Dennis Clyne

DC/dh
Enclosures

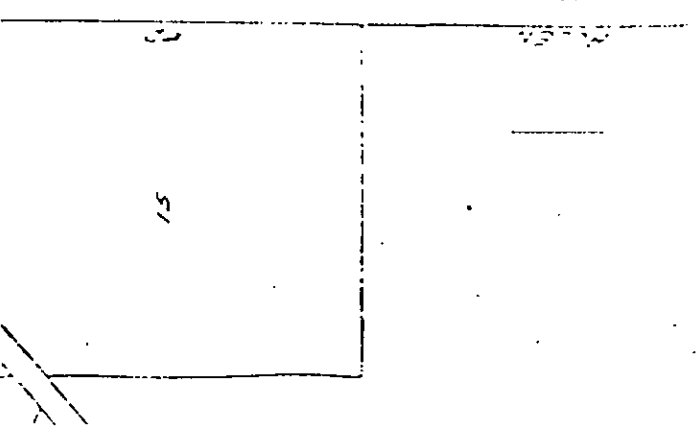
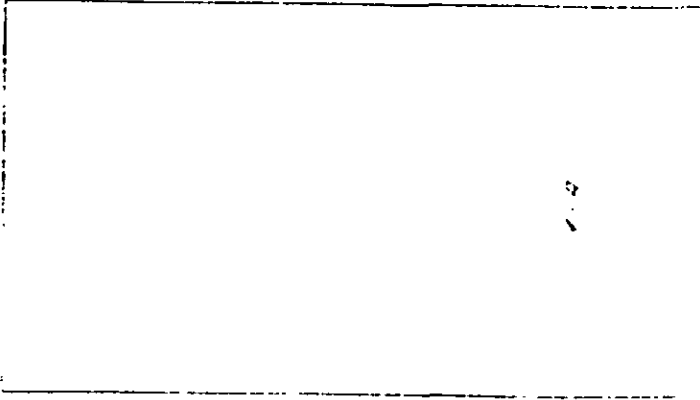
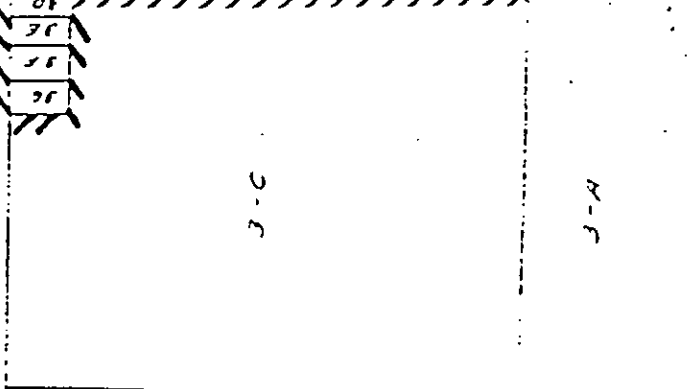
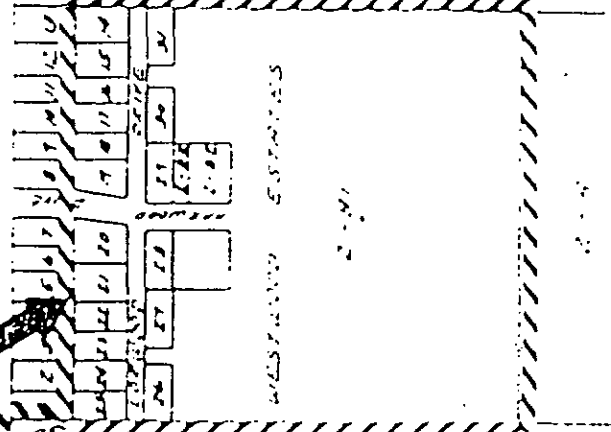
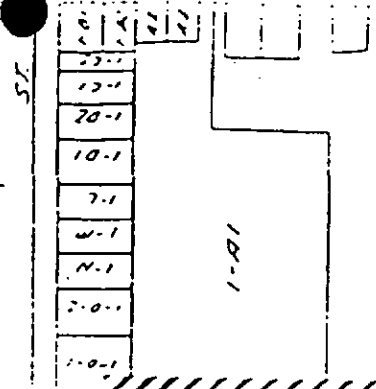
Exhibit #1
to Addendum #1 to Mutual
Water Main Service
Agreement of 5-30-78



WATER SERVICE
AREA UNDER THIS
AGREEMENT

ATKINS
RD

WEST WATER



RESOLUTION 92-01

APPROVING ADDENDUM #2 TO MUTUAL WATERMAIN
SERVICE AGREEMENT - KIMBALL TOWNSHIP

WHEREAS, Kimball Township entered into an agreement with the St. Clair County Department of Public Works, City of Port Huron and Port Huron Charter Township on 5-30-78 to supply water to a portion of Kimball Township; and

WHEREAS, Kimball Township has now constructed their own watermain and no longer need the supply from Port Huron Township and City; and,

WHEREAS, Kimball Township has requested to terminate Addendum #1 allowing for the valves to be shut off and only used in case of emergency; and,

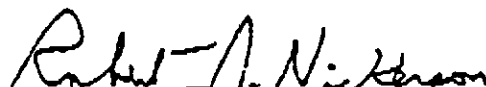
WHEREAS, the St. Clair County Board of Public Works agreed to Addendum #2 which allows Kimball Township to serve a portion of their community with their own constructed watermains and shut off the valves from Port Huron Charter Township except in case of emergency.



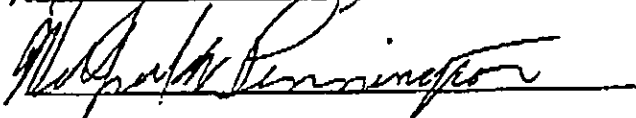
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby ratify the action of the Board of Public Works taken on December 17, 1991, approving Addendum #2; and,

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners approves of Addendum #2 and authorizes the Chairman and Clerk to sign said Addendum #2.

DATED: January 8, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-32

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
COMMUNITY MENTAL HEALTH SUPERVISORS EMPLOYEES - AFSCME

WHEREAS, the Community Mental Health Supervisors Employees-AFSCME is recognized by the Michigan Employment Relations Commission, and St. Clair County, as the exclusive representative of certain employees of the County of St. Clair; and


WHEREAS, St. Clair County has authority and responsibility to bargain on matters of wages and working conditions; and


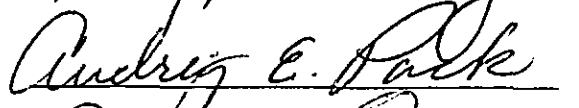
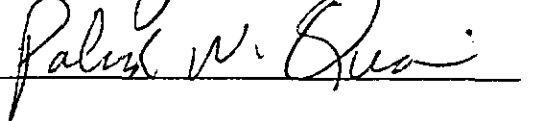
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1992 through December 31, 1994 is hereby approved and adopted.

DATED: September 9, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

TENTATIVE
A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY

AND THE

ST. CLAIR COUNTY

COMMUNITY MENTAL HEALTH SUPERVISORS

AFSCME, CHAPTER 20

January 1, 1992 through December 31, 1994

ARTICLE 1

RECOGNITION

SECTION 1

Administrative employees, the personal secretary to the Executive Director, members of other bargaining units and temporary employees shall not be represented by the union. The union is hereby recognized as the exclusive representative of all eligible employees within the unit known as the Community Mental Health Supervisors, AFSCME Chapter 20, Local 1518 of St. Clair County for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and working conditions for the term of this Agreement.

SECTION 2

A temporary employee is an employee hired to perform a function either full time or part 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 the length of the leave of absence of the regular employee. The temporary status of a seasonal employee shall not exceed one (1) year. A temporary employee shall not be eligible for fringe benefits.

SECTION 3

The parties hereto agree that they shall not discriminate against any person because of race, creed, color, national origin, age, marital status, number of dependents, handicap, weight, or sexual preference.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1

It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the County. The County does not intend that bargaining unit members as supervisors be precluded from having input. However, the County will determine to what extent it may or may not be influenced by its supervisory personnel. 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, are:

- a. The right to decide the number and locations 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 decide the number of employees, 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 amount of overtime to be worked; the right to make necessary rules and regulations governing employee 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 right 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

AGENCY SHOP

SECTION 1

Employees covered by this Agreement at the time it becomes effective and who are members of the union at that time shall be required, as a condition of continued employment, to continue membership in the union or pay a service fee to the union equal to dues uniformly charged for membership for the duration of this Agreement.

SECTION 2

Employees covered by this Agreement who are not members of the union 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 equal to union dues required commencing thirty (30) days after the effective date of this Agreement; and such conditions shall be required for the duration of this Agreement.

SECTION 3

Employees who are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and are covered by this Agreement shall be required as a condition of continued employment to become members of the union or pay a service fee to the union equal to dues required for membership for the duration of this Agreement, commencing the ninetieth (90th) day following the beginning of their employment in the bargaining unit.

SECTION 4

The Employer shall deduct union dues or a service fee from all employees upon completion of ninety (90) calendar days of employment and consistent with the practice governing such deductions.

- 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.

ARTICLE 5

UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented by no more than two (2) members of the unit, one of which shall be the Chapter Chairperson, who shall represent the bargaining unit on all matters of application of this Agreement including the grievance procedure.

SECTION 2

Employees covered by this Agreement shall be represented by a three (3) member negotiating team and two (2) alternates for the purpose of negotiating terms and conditions at such times as are mutually agreeable to the parties, including after normal hours 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.

ARTICLE 6

PROBATIONARY EMPLOYEES

SECTION 1

The probationary period for supervisory employees shall be the first one hundred eighty (180) calendar days of employment.

SECTION 2

During their probationary period, the supervisory employee shall be provided a written evaluation upon completion of ninety (90) days of employment. The Employer shall provide the employee with a written evaluation after completion of one hundred sixty-five (165) days of employment. At the completion of one hundred eighty (180) days of employment, the Employer will provide the employee with a notice of satisfactory completion of the probationary period or with a notice of termination in writing. The employee shall be given a copy of the evaluation and may request the presence of one of the chapter officers to be present at such conference. Employees completing the probationary period satisfactorily shall be entered on the seniority list from their initial date of hire.

SECTION 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, 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

Seniority shall be on a Employer wide basis in accordance with the employee's last date of hire for application of benefits and other terms and conditions of employment except layoff.

ARTICLE 7

SENIORITY

SECTION 1

Seniority shall be computed from the employee's last date of hire with the County, for purposes of applying all terms and conditions of the contract with the exception of layoff.

SECTION 2

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

SECTION 3

In the event a full time employee elects to become part time, they shall have seniority from their date of hire with the County and be entitled to fringe benefits on that basis.

SECTION 4

A part time employee 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 last 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 effect 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.

SECTION 5

By way of definition:

- a. A full time employee is regularly scheduled to work a seven and one-half (7 1/2) hour day and a thirty-seven and one-half (37 1/2) hour work week, as established by past practice.

- b. A part time employee is regularly scheduled to work thirty (30) or fewer hours a week.
- c. A temporary employee is an employee hired to perform a function either full time or part 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 the length of the leave of absence of the regular employee. The temporary status of a seasonal employee shall not exceed twelve (12) months. A temporary employee shall not be eligible for fringe benefits.

ARTICLE 8

LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- a. 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 procedure.
- d. Retirement.
- e. Absent two (2) consecutive work days without a call in unless extenuating circumstances exist.
- f. The employee fails to return to work the day following expiration of a leave of absence.

ARTICLE 9

DISCHARGE AND SUSPENSION

SECTION 1

The Employer agrees to notify in writing the union within two (2) days of the discharge or suspension of a member.

SECTION 2

Should the discharged or suspended employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the 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 their employment application which has not been formerly disclosed in writing to the Employer.

SECTION 4

Employees shall only be disciplined when just cause exists. When discipline is imposed the Employer will cooperate in the unions effort to determine fact and in its effort to effectively represent a bargaining unit member.

ARTICLE 10
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 Employer policy or procedure; or a failure of the Employer to comply with a specific policy, procedure, method or regulation of the Employer shall, within fifteen (15) days of the alleged grievance, take the matter up with the Executive Director or the designated representative, who shall attempt to adjust the grievance with the terms of this Agreement or Employer policy, procedure, method or regulation. The employee may have their union representative present at this step.
- b. Any employee may request the Executive Director or the designated representative of the Executive Director to call one of the designated stewards to handle a specified grievance with the Executive Director or the designated representative of the Executive Director. 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 department.

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 Executive Director 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 Executive Director or designated representative of the Executive Director for the purpose of attempting to settle the grievance at the department level.

The Executive Director or the designated representative 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 Personnel 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 its local union representatives, theretofore designated as grievance representatives and such other union representative it wishes to have present.
- 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. 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 and hours.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration provision, as the final step in the grievance procedure represents a concession by the St. Clair County Board of Commissioners, which is made on condition and subject to the effect of implementation of each and every one of the following safeguards:

- a. In the event the union determines to pursue the matter to arbitration, it shall within thirty (30) calendar days notify the Personnel Officer in writing of its intent to arbitrate the issue. The arbitrator shall be selected from the American Arbitration Association or as otherwise mutually agreed.
- b. 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.
- c. The arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
- d. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- e. 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 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 the union, its members, the employee(s) involved and the Employer.

ARTICLE 11

CONTRACTING OF SERVICES

SECTION 1

The Community Mental Health Services Board shall stipulate to the contractor that the employees affected by the contracting of services shall be hired and retained at a rate not less than the same base salary by the contract for a period of not less than twelve (12) months, be it provided that during these twelve (12) months the employee does not voluntarily quit or is terminated for reason of misconduct or inability to render service.

SECTION 2

The Employer shall provide the union and the affected employee(s) with no less than forty-five (45) calendar days prior written notice of the intention to contract services.

The employee(s) shall have the option to;

- a. Displace the least senior employee in the classification provided they are qualified to perform the duties and possess greater seniority.
- b. Transfer to a vacant position provided the employee is qualified to perform the duties and the transfer is approved by the Employer.
- c. Accept a layoff consistent with Article 17 - Layoff.
- d. Accept the assignment with the contractor and thereby terminate employment with the County.

The employee(s) shall exercise their option of choice within fifteen (15) calendar days of initial notice. The employee(s) failure to exercise notice shall result in the employee(s) assignment to duties with the contractor and the loss of seniority in accordance with Article 8 - Loss of Seniority.

ARTICLE 12

TRANSFERS

SECTION 1

If any employee transfers to a position with the Employer not included in this bargaining unit and thereafter within six (6) months transfers back to a position within this bargaining unit, the employee shall retain all rights accrued for the purpose of any 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 for which they may transfer to, they shall be deemed to have resigned.

SECTION 3

The employees covered by this Agreement shall have the right to submit a written request to the Executive Director for transfer to another location within their same classification. Preferential consideration shall be given to seniority. A trial period of not more than ninety (90) days shall be extended to a permanently transferred employee during which time evaluation shall be made by the Executive Director as to satisfactory continuous and effective delivery of service. In the event said employee is not retained at such location, the matter shall not be subject to the grievance procedure and the employee shall be returned to the former location.

ARTICLE 13

RATES FOR NEW JOBS

SECTION 1

The Employer shall notify the union chairperson of a newly proposed classification and rate structure not less than seven (7) working days prior to its proposed implementation date.

SECTION 2

The Union shall within seven (7) calendar days of such notification indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

ARTICLE 14

TEMPORARY ASSIGNMENTS

SECTION 1

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

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the Administrator.

SECTION 3

A temporarily assigned employee shall not be paid the rate consistent with the position for ten (10) or fewer working days in the position. A temporarily assigned employee, having met the provisions herein, shall not be made to suffer a reduced rate of pay for a temporary assignment.

SECTION 4

A temporary assignment shall not exceed one (1) year or length of leave of absence unless otherwise mutually agreed in writing by the Employer and the Union.

ARTICLE 15

WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

SECTION 1

Administrative employees and members of other bargaining units shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance not to exceed twelve (12) months. Be it provided the Employer shall not be prohibited from making necessary temporary assignments from non-bargaining unit members by application of this provision.

ARTICLE 16

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 leave 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 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 fourteen (14) working days per year is the limitation.

ARTICLE 17

LAYOFF

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization, 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. An employee entering the bargaining unit shall for layoff purposes, be entitled to fifty percent (50%) of their previous seniority provided the employee has five (5) years of service with the CMH Employees - AFSCME, Chapter #10. An employee without five (5) years of service shall accrue seniority from date of entry into the bargaining unit.

SECTION 2

When a layoff is determined to be necessary by the Employer, the layoff shall be instituted where services are to be affected. The Employer shall lay off probationary and temporary (as defined in Article 1 - Recognition) employees in the service area affected. The Employer shall then lay off employees according to seniority, by classification, and by operation of the Employer's services. The employee in the classification affected by a layoff shall displace the least senior employee in their classification or parallel equivalent position or a subordinate classification when qualified as determined by the Executive Director. A bargaining unit member may only displace a member of the Community Mental Health Employees - AFSCME, Chapter 10 when the supervisor conforms to all the following criteria.

- a. The supervisor has at least ten (10) years of service with CMH Employees - AFSCME in the bargaining unit. For purposes of application of this provision, the supervisory unit shall have been established January 1, 1989.

- b. The supervisor may only displace a Clinician or Program Coordinator with less seniority.
- c. The supervisor's seniority for displacement purposes only shall be computed on fifty (50%) percent of their employer-wide years of service.
- d. The supervisor must meet or exceed all the established qualifications for the Clinician and/or Program Coordinator.

SECTION 3

The determination of the method of layoff (such as, by example and not limitation: an entire program, by a program component, or by a reduction of some or all programs either pro rata or otherwise) shall not be a subject of the grievance procedure.

SECTION 4

The Employer will attempt to provide no less than thirty (30) calendar days written notice of layoff when feasible, contingent upon notice by the funding source to the Union and the employee. The Union will be provided a list from the Employer of the employees being laid off on the same day that the notices are issued to employees.

SECTION 5

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 6

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 7

During the period of layoff, an employee shall accrue no seniority or be eligible for any fringe benefits.

SECTION 8

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 two (2) years.

SECTION 9

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 a layoff or displacement of a part time employee consistent with Section 2 of this Article. 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 10

The employee selected for layoff may exercise the option of accepting the layoff, or displacing another employee. Be it provided the employee shall only be entitled to displace the least senior employee in the same classification or in a subordinate or parallel equivalent position when qualified. The employee shall have sole responsibility to initiate the layoff/displacement request. The displacement request shall be made in writing no less than fifteen (15) calendar days prior to the effective date of the layoff/displacement. Once the employee exercises the option, the employee shall not be entitled to modify the option at any time. The County shall not protest the claim of an employee determined by the M.E.S.C. to be eligible for unemployment benefits.

ARTICLE 18

RECALL FROM LAYOFF

SECTION 1

Recall shall mean a return to work from a layoff.

SECTION 2

When a recall is determined to be necessary by the Employer, the recall shall be instituted where services are to be affected. The Employer shall recall employees according to seniority, by classification, or by operation of the Employer's services.

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 alternate date, shall result in the employee's termination.

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 two (2) years.

ARTICLE 19

WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

It is recognized that the needs for care and proper treatment of clients are of paramount importance and that there should be no interference with such care and treatment.

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.

SECTION 3

The Employer shall have the right to discipline or discharge any employee participating in such interferences 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 matters of fact in the alleged actions of such employees.

SECTION 4

The Employer will not lock out any employees during the term of this Agreement.

ARTICLE 20

JURY DUTY, WITNESS AND SUBPOENA FEES

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.

SECTION 3

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

SECTION 4

Employees who are subpoenaed as a consequence of their employment or who are called upon as an expert witness as a consequence of their employment shall immediately notify the Employer. The employee shall continue to receive their normal pay when subpoenaed or acting as an expert witness. Compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses shall be surrendered to the County.

ARTICLE 21

SAFETY COMMITTEE

SECTION 1

One (1) employee union representative and the representatives of the Employer shall constitute a safety committee for the purpose of discussing and making recommendations on matters of safety. The safety committee shall meet upon the request of either the union or the Employer. The party requesting the meeting shall provide an agenda of items to be discussed at the meeting. Either party may place additional safety matters on the agenda provided they do so in written form no less than two (2) calendar days in advance of the meetings or unless otherwise mutually agreed.

SECTION 2

The representative of the Union shall suffer no loss of pay or benefits for representing the members of the bargaining unit in safety meetings with the Employer during regularly scheduled hours of work.

ARTICLE 22

UNION BULLETIN BOARD

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 Community Mental Health Service. The bulletin board shall be located in a convenient place for the purpose of posting notice 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 23

PROMOTIONS AND JOB POSTINGS

SECTION 1

The Employer shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Employer shall post a notice of job vacancies at all of its various locations in a conspicuous place, be it provided that the Employer shall determine when a vacancy exists. The posting shall include:

- a. A brief description of the job;
- b. The salary range;
- c. The shift (if other than days);
- d. The location (i.e., building or division).

SECTION 2

The job shall be posted for five (5) working days (excluding Saturdays, Sundays, and holidays).

SECTION 3

Employees applying for the position shall make a written application either on the Employer's application form or in resume form to the designee indicated on the posting. The resume, if submitted by the employee, shall provide:

- a. Candidate's name;
- b. Date employed;
- c. Current classification;
- d. Qualifications for the job (experience, skills, and/or education).

SECTION 4

In making the award of the job, the Employer will consider the employee's qualifications and seniority. Where qualifications are equal, the employee with more seniority shall be awarded the job.

SECTION 5

Each employee shall be required to satisfactorily complete a one hundred and twenty (120) calendar day trial period. In the event the employee does not satisfactorily complete the trial period they shall revert to their former position.

SECTION 6

During the trial period, an employee who disqualifies him/her self or is disqualified by the Employer, shall be returned to their former classification. The Employer shall provide the Chapter Chairperson with the name(s) of the applicants awarded a job.

ARTICLE 24

INJURY LEAVE

(Worker's Compensation)

SECTION 1

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 2

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 3

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

SECTION 4

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 5

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 6

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 25

SICK DAYS

SECTION 1

Full time employees shall accumulate sick days to be used for days lost to illness or as otherwise provided. Employees who are regularly scheduled to work less than full time shall be entitled to 50% of the accruals provided in Sections 2 and 3 of this Article.

SECTION 2

Full time employees shall accrue sick days at the rate of one (1) day per month for the first sixty (60) months of continuous service.

SECTION 3

Commencing the sixty-first (61st) month of full time employment, the employee shall accrue two (2) days a month.

SECTION 4

Sick days shall accrue to a maximum of one hundred twenty (120) days.

SECTION 5

An employee shall be eligible to use sick days after completion of ninety (90) calendar days of employment.

SECTION 6

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

SECTION 7

Sick days may be used for absences other than illness of the employee as follows: Serious or critical illness to members of the immediate family, not to exceed ten (10) sick days.

SECTION 8

Proof of illness of an employee's immediate family may be required before payment of sick days is made.

SECTION 9

Proof of an employee's illness may be required if an employee exhibits questionable attendance or if an employee's illness raises the question of fitness to perform normal duties.

SECTION 10

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

SECTION 11

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

SECTION 12

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

SECTION 13

Upon termination for any reason, each employee with twelve (12) or more months of employment shall be entitled to receive compensation based on the base rate of pay as follows:

<u>Months of Service</u>	<u>Percentage of Payoff</u>
0 - 12	0%
13 - 24	20%
25 - 36	30%
37 - 48	40%
49 +	50%

In the case of the death of a member of the bargaining unit, payment of sick leave shall be made to the beneficiary at a rate of fifty percent (50%) of the accrued unused sick days from date of hire.

SECTION 14

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

ARTICLE 26

FUNERAL LEAVE

SECTION 1

Members of the Bargaining Unit shall be allowed up to five (5) working days with pay as funeral leave days, to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows:

Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

ARTICLE 27

PERSONAL BUSINESS DAYS

SECTION 1

Employees who are required to conduct personal business which can only be conducted during normal office hours, shall be entitled to request a personal business day(s). Such a request must be made in writing to the Executive Director or designee.

SECTION 2

Written submission for a personal business day(s) shall be made no less than forty-eight (48) hours in advance of the required day(s), in order to be considered.

SECTION 3

The Executive Director or designee may require proof, when reasonable to do so, before granting a personal business day(s).

SECTION 4

The personal business day(s) shall be deducted from sick days. No more than two (2) personal business days may be used by an employee in a calendar year.

SECTION 5

The employee shall not be entitled to use a personal business day to seek or interview for a position with another employer.

SECTION 6

Denial of a personal business day(s) shall not be unreasonably withheld.

ARTICLE 28

LEAVES OF ABSENCE

SECTION 1

Leaves of absence for reasonable periods, not to exceed one year, will be granted without loss of seniority for:

- a. Illness leave (physical or mental);
- b. Prolonged illness of spouse, parent or child.

Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that such leave or extension thereof shall be consistent with meeting the operating needs of the department.

SECTION 2

Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- a. Serving in any Union position;
- b. Educational purposes when job related.

Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that any such leave or extension thereof shall be consistent with meeting the operating needs of the department.

SECTION 3

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, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness, evidencing the inability of the employee to return to normal work duties.

SECTION 4

The Employer may require the employee on leave due to 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

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 6

Extension of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year, whichever is greater.

SECTION 7

Request of an extension shall be made in writing to the Executive Director 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 seniority, vacation time, sick leave, retirement credit, nor eligibility for service recognition or gain from any other fringe benefit. The employee, if eligible for service recognition, shall only receive credit for the period when compensation is paid.

SECTION 9

Failure to report to work on the next scheduled workday after a leave of absence expires shall result in the immediate discharge and shall not be subject to the grievance procedure.

SECTION 10

Leaves of absence with pay for any short term educational training which will benefit the Employer may be authorized by the Executive Director.

SECTION 11

Union employees elected to attend the International Union Convention, Council Convention, or Education Conference shall be granted a leave of absence to attend such conferences or convention. Under no circumstances shall the total amount of leave time for all employees for union activities exceed an accumulative total of fourteen (14) days per year. A maximum of one (1) union member may attend any such convention or conference at any one time. Such leaves shall be without pay.

SECTION 12

The Employer shall provide the employee the opportunity to return to employment at a job and/or salary level comparable to that held at the time the leave of absence was granted.

ARTICLE 29

VACATIONS

SECTION 1

- a. All full time employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

- b. Employees who are regularly scheduled to work less than full time shall be entitled to 50% of the vacation schedule cited in Section 1 (a) above. All sections and provisions of the Article, excluding Section 9, shall apply to part time employees.

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 department.

SECTION 3

An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

SECTION 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 time.

SECTION 5

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

SECTION 6

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. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

SECTION 7

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

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 32
RETIREMENT

The County of St. Clair, and the Community Mental Health Supervisors, AFSCME, hereby establish and agree that individual bargaining unit members who are members upon the date of this Agreement, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article 32 - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable. The election shall be made prior to the termination of the contract or the employee shall be subject to the modified plan.

Employees who become subject to representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE EMPLOYER

FOR THE UNION

DATE

DATE

RESOLUTION 92-31

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
COMMUNITY MENTAL HEALTH EMPLOYEES - AFSCME

WHEREAS, the Community Mental Health Employees - AFSCME is recognized by the Michigan Employment Relations Commission, and St. Clair County, as the exclusive representative of certain employees of the County of St. Clair; and

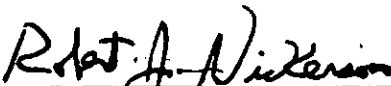
WHEREAS, St. Clair County has authority and responsibility to bargain on matters of wages and working conditions; and

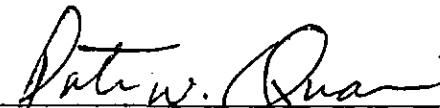
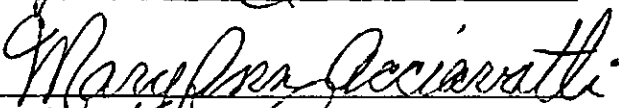
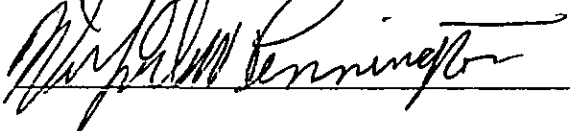
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1992 through December 31, 1994 is hereby approved and adopted.

DATED: September 9, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-30

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
PUBLIC SERVICE EMPLOYEES - AFSCME LOCAL 1089

WHEREAS, the Public Service Employees - AFSCME Local 1089 is recognized by the Michigan Employment Relations Commission, and St. Clair County, as the exclusive representative of certain employees of the County of St. Clair; and


WHEREAS, St. Clair County has authority and responsibility to bargain on matters of wages and working conditions; and

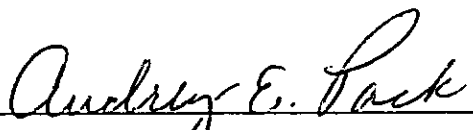
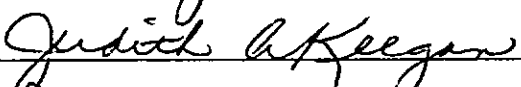
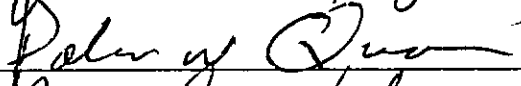
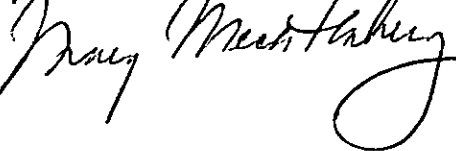
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1991 through June 30, 1995 is hereby approved and adopted.

DATED: September 9, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

TENTATIVE
A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

AND

THE ST. CLAIR COUNTY
PUBLIC SERVICE EMPLOYEES
LOCAL 1089
AFSCME, AFL - CIO

JULY 1, 1991

THROUGH

JUNE 30, 1995

AGREEMENT

This Agreement entered into on this 1st day of July, 1991 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 this 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, Sheriff Department employees currently represented by labor organizations, Adult Probation employees, Mental Health Department employees, Registered Nurses, Children's Shelter employees, 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 federally funded program, shall be subject to all provisions of this Agreement equally with all other employees, but said employees shall be considered separate and distinct with such matters as are specifically applicable to said employees as provided in this contract, except 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 decide the number of employees, 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 qualification; 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

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 date of this Agreement.

SECTION 2

Employees who are hired, rehired, or transferred into the Bargaining Unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equivalent to union dues, as long as they remain a non-member, for the duration of this Agreement, the month following the month in which they are employed.

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.

The amount deducted shall be paid to Michigan Local 1089, 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, Local 1089, 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.

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 fee 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 fee 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 to this Agreement, including the Grievance Procedure, by seven (7) stewards and a local union president.

SECTION 2

Employees subject to the 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 Personnel Officer, 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 Personnel Officer 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 of the need to meet and confer or to expedite union business. 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.

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 Personnel 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 representative 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 Personnel Officer 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 Personnel Officer in writing of the Union's intention to pursue arbitration or the matter will be untimely.
- b. 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.
- c. 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 Personnel Officer 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.

- d. 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.
- e. The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
- f. The arbitrator shall have no power to add to, subtract from disregard, alter or modify any of the terms of this Agreement.
- g. 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.

- h. 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.
- i. The Union shall have the option to select arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.
- j. If, in the judgement 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 SUSPENSION

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.

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 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 receive 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

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 fringe benefits on that basis.

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 effect 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.

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 employees 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 effect 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.

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.

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 and post such list in each building.
- B. The Employer will keep the seniority list up to date at all times and will post and provide the Local President with up to date copies at least every six (6) months.

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: Animal Shelter, Administrator/Controller, Building and Grounds, Cooperative Extension, County Register/Clerk, Data Processing, Drain Commission, Equalization, Lands and Graphics, Library, Maintenance, Medical Centre, 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 for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

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 a 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 to 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 forty (40) calendar months.

SECTION 6

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 within six (6) months transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any 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 organizational component, and there are no other current vacancies to which he may transfer, he shall be deemed to have resigned.

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.

SECTION 3

A temporarily assigned employee shall not be paid the rate consistent with the position for working five (5) or fewer work days. Upon working the sixth (6) day, the employee shall be entitled pay back to the first day of 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.

SECTION 4

A temporary employee is an employee hired to perform a function either full time or part 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 one (1) year. The temporary status of a seasonal employee shall not exceed ninety (90) work days. A temporary employee shall not be eligible for fringe benefits.

ARTICLE 17
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) calendar days of such notification, indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

ARTICLE 18
JOB POSTING

SECTION 1

When a vacancy occurs, the Employer shall post a job vacancy notice at all locations mutually agreed by the Union and County. The posting shall be in a conspicuous place. The local president shall be provided a copy of the job posting.

SECTION 2

The posting shall indicate:

- a. Classification (Job Title);
- b. The qualifications for the job;
- 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 Personnel Office. Applications shall be submitted to the Personnel Office 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.

SECTION 5

The job notice shall be posted in the department with the vacancy. 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 upon the following criteria:

Examination Results.....50%
Qualification Evaluation.....30%
(10% for each factor)
Oral Interview.....10%
Seniority.....10%
(2% for each year of seniority)

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. The department head must appoint the best qualified candidate based upon the following criteria:

Examination Results.....50%
Qualification Evaluation.....30%
(10% for each factor)
Oral Interview.....10%
Seniority.....10%
(2% for each year of seniority)

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) in the new classification.

ARTICLE 19
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 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 20
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

Upon Employer approval, leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- a. Serving in any union position; and
- b. Educational purposes.

Such a leave shall be consistent with meeting the operating needs of the department.

SECTION 3

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 4

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 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 of medical recovery.

SECTION 7

Request for an extension of a leave of absence shall be submitted in writing to the department head 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.

SECTION 9

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 10

Leaves of absence with pay for any short term educational training which would benefit the Employer may be authorized by the department head.

SECTION 11

Union employees elected to attend the International Convention, Council Convention or educational conferences 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 12

The Employer shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

ARTICLE 21 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.

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. The part time employee's work day shall consist of the normally scheduled hours of daily work for the purpose of crediting sick days, vacation days, and holidays.
- c. A temporary employee is an employee hired to perform a function either full time or part 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 one (1) year. The temporary status of a seasonal employee shall not exceed ninety (90) work days. A temporary employee shall not be eligible for fringe benefits.

SECTION 5

Each 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 employee working six (6) or more consecutive hours shall be entitled to a one (1) hour lunch period as established by past practice.

SECTION 6

Each Medical Centre employee working six (6) or more consecutive hours shall be entitled to a thirty (30) minute lunch period as established by past practice.

SECTION 7

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 8

Employees at the Library and Medical Centre 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 9

The Library work schedule shall be posted one (1) week in advance.

SECTION 10

The Medical Centre work schedule shall be posted two (2) weeks in advance. A Medical Centre employee shall not be scheduled to work consecutive weekends unless mutually agreed by the employee and the Employer.

SECTION 11

Sheriff Department employees work schedule to be posted three (3) weeks in advance. The Sheriff shall endeavor to provide each Cook working in the Sheriff Department every third (3rd) weekend off unless circumstances arise prohibiting such a schedule.

ARTICLE 22
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 (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. Compensatory time shall be scheduled at the mutual convenience of the employee and the Employer.

ARTICLE 23

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 24

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. Each change of work hours can be arranged between staff members provided notice is given in advance to the supervisor concerned. If an exchange cannot be effected 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 25 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 for the first sixty (60) months of employment. Commencing the sixty-first (61st) month of employment full time employees shall accrue two (2) days a 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 for the first sixty (60) months of employment. Commencing the sixty-first (61st) month, part time employees who are regularly scheduled to work twenty (20) or more hours a week shall receive one (1) 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.

Part time employees of the Medical Centre shall be eligible for sick day credit and accrual regardless of date of hire.

SECTION 4

Each employee shall be eligible to accrue sick days to a maximum of one hundred and twenty (120) days.

SECTION 5

An employee shall be eligible to use sick days after completion of the probationary period.

SECTION 6

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

SECTION 7

An employee on an approved leave of absence shall be subject to all the provisions of Article 20, Leaves of Absence, as it may apply.

SECTION 8

The Employer may require the employee to provide a physician's statement in order to use sick days when a member of the immediate family is seriously or critically ill. The employee may not use more than ten (10) sick days.

SECTION 9

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

SECTION 10

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

SECTION 11

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

SECTION 12

Upon termination for any reason, 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 one hundred and twenty (120) 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 13

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

SECTION 14

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 15

A sick day used for any purpose other than provided 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.

SECTION 16

Employees may convert sick days to vacation days to a maximum of six (6) converted vacation days a year effective upon the execution date of this Agreement, in accordance with the following restrictions:

- A. The employee shall have a balance of eighty (80) sick days to be eligible to convert sick days.
- B. Sick days shall convert on a basis of two (2) sick days to one (1) vacation day.

- C. Sick days shall only be converted to whole and not fractional vacation days.
- D. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the six (6) day maximum shall not apply to the excess sick days.

ARTICLE 26
FUNERAL LEAVE

Members of the Bargaining Unit shall be allowed up to five (5) working days with pay as funeral leave days, to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Parents, Brother, Sister, Wife or Husband, Son or Daughter, Step-Children, Mother-In-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren.

ARTICLE 27
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 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.

SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely effect 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.

ARTICLE 28
INJURY LEAVE
(Worker's Compensation)

SECTION 1

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 2

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 3

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 4

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 5

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 6

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 29
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 Days</u>	<u>Part Time Employees Days</u>
1 - 2	10	5
3 - 4	12	6
5 - 9	15	7 1/2
10 - 14	17	8 1/2
15 - 19	20	10
20 - 24	22	11
25+	25	12 1/2

Part time employees of the Medical Centre shall be eligible for vacation accrual regardless of date of hire.

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 department.

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.

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. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

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

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.

SECTION 9

Employees may convert sick days to vacation days to a maximum of six (6) converted vacation days a year effective upon the execution date of this Agreement in accordance with the following restrictions:

- a. The employee shall have a balance of eighty (80) sick days to be eligible to convert sick days.
- b. Sick days shall convert on a basis of two (2) sick days to one (1) vacation day.
- c. Sick days shall only be converted to whole and not fractional vacation days.
- d. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the six (6) day maximum shall not apply to the excess sick days.

ARTICLE 30
HOLIDAYS

SECTION 1

All full time County employees and regularly scheduled part time employees of the Medical Centre and Library shall be entitled to the following paid holidays based upon the Employer's regular work day:

New Year's Day
Martin Luther King's Birthday (Third Monday of January)
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11)
Thanksgiving Day
Friday following Thanksgiving Day
December 24 (whenever Christmas Day falls on Tuesday, Wednesday, Thursday, or Friday)
Christmas Day
December 31 (whenever New Years Day falls on Tuesday, Wednesday, Thursday, or Friday)

and such other holidays as may be established by action of the Board of Commissioners.

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

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 4

The County 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 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 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 22 - Overtime.

ARTICLE 31
HEALTH CARE AND DENTAL INSURANCE

SECTION 1

Each full time regular employee and each part time regular employee normally scheduled to work twenty (20) or more hours a week shall be eligible to participate in the following Blue Cross/Blue Shield MVF-1, comprehensive hospitalization plan with the following riders which shall include eligible dependents. The core plan follows:

Hospital In-Stay Deductible \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2-1 - Medicare Complimentary Coverage
RP - Routine Pap Test
HC - Hospice Care
RM - Routine Mammogram
VST - Voluntary Sterilization
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Precertification
Case Management

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 costs and the County shall pay 50% of the premium costs.
- 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.

The part time regular employee 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 option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.

Precertification/Case Management

Annual Cash Rebate (Paid Bi-Weekly)

- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.

Precertification/Casemanagement

Annual Cash Rebate (Paid bi-weekly)

- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

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 of 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 OPTION (Premium paid by the County)

- * Plan 100 50/50 to an annual maximum of \$600 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 procedure to apply for and modify insurance benefits.

ARTICLE 32
LIFE INSURANCE

SECTION 1

A full time employee shall be eligible for life insurance in the amount of \$25,000. Effective upon the earliest date following the ratification by the parties the life insurance amount shall increase to \$35,000 and shall include an A.D. & D. Rider.

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 33
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.

ARTICLE 34
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize an employee's years of continuous full time service 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>
5 - 9	2%	\$ 500
10 - 14	4%	\$1,000
15 - 19	6%	\$1,500
20 - 24	8%	\$2,000
25 +	10%	\$2,500

SECTION 2

Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first full pay period following their date of full time hire.

ARTICLE 35
UNIFORM ALLOWANCE

SECTION 1

The Employer shall provide a uniform allowance to all employees who are required to wear a uniform.

SECTION 2

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 36
MILEAGE ALLOWANCE

SECTION 1

Employees who use their personal vehicles on business required by the Employer shall be reimbursed by one of the following methods. Section 2 shall not be utilized until such time as the Employer is notified that the employee is desirous of utilizing the section.

SECTION 2

Gasoline mileage shall be paid according to the following schedule, which increases at a rate of one-half (1/2) cent per mile for each five cents (.05) per gallon increase in the price of non-leaded gasoline:

<u>Price/Gallon</u>	<u>Allowance</u>	<u>Price/Gallon</u>	<u>Allowance</u>
\$1.31 to 1.35	\$.22 1/2 mile	\$1.66 to 1.70	\$.26
1.36 to 1.40	.23	1.71 to 1.75	.26 1/2
1.41 to 1.45	.23 1/2	1.76 to 1.80	.27
1.46 to 1.50	.24	1.81 to 1.85	.27 1/2
1.51 to 1.55	.24 1/2	1.86 to 1.90	.28
1.56 to 1.60	.25	1.91 to 1.95	.28 1/2
1.61 to 1.65	.25 1/2	1.96 to 2.00	.29

- a. Prices based on an average pump price of five (5) historically utilized stations on the third (3rd) Monday of each month.
- b. Mileage to be paid each quarter will be distributed to each location by the third Friday of the month ending the quarter. The rate shall be effective the first day beginning the next quarter.

SECTION 3

Employees who use their personal vehicle on business required by the County shall be reimbursed at the maximum non-taxable rate allowable by the U.S. Department of Internal Revenue.

ARTICLE 37
RETIREMENT BENEFIT

SECTION 1

All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan.

SECTION 2

The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. Each employee shall contribute five percent (5%) of their total gross wages by way of biweekly 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 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 sixty-nine and six tenths percent (69.6%).

SECTION 5

A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service. An employee with eleven (11) years of service but less than twenty (20) shall prepay the total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

SECTION 6

Individual bargaining unit members employed as of (ratification date) shall be entitled to select either the plan provided herein or maintain the plan in affect prior. Bargaining unit members employed or reemployed on or after September 9, 1992 shall be subject to the plan provided herein. Individual employee selections shall be made prior to June 30, 1995 or be subject to the plan provided herein.

ARTICLE 38
EQUIPMENT, TOOLS AND SUPPLIES

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

ARTICLE 39
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 40
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 41
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 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 rests with the Employer and the employees.

SECTION 5

The County will post diagramed 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 42
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.

SECTION 3

The Employer shall have the right to discipline or discharge any employee participating in such interferences 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 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 43
WAGE SCHEDULE #1
JULY 1, 1991

I. - CLERICAL/ACCOUNTING SERIES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2YEAR</u>	<u>3YEAR</u>
Account Clerk I	18,073	18,366	18,685	19,346	20,028
Account Clerk II	20,764	21,133	21,523	22,328	23,159
Account Clerk III	22,328	22,687	23,159	24,042	24,971
Accountant	26,438	26,882	27,491	28,592	29,741
Business Off. Manager	29,741	30,354	30,973	32,191	33,393
Clerk	16,896	17,191	17,486	18,073	18,685
Clerk Stenographer	18,685	19,026	19,346	20,028	20,764
Clerk Typist I	17,780	18,073	18,366	19,026	19,687
Clerk Typist II	18,685	19,026	19,346	20,028	20,764
Elections Clerk	19,687	20,028	20,398	21,133	21,915
Fiscal/Risk Mgmt Coordinator	28,689	29,132	29,741	30,842	31,992
Legal Stenographer	21,523	21,915	22,328	23,159	24,042
Payroll Supervisor	23,159	23,602	24,042	24,971	25,950
Secretary	20,764	21,133	21,523	22,328	23,159
Vital Statistics Clerk	19,687	20,028	20,398	21,133	21,915

II. MAINTENANCE UNSKILLED SERIES

Appraiser Trainee	20,455	20,829	21,204	22,138	22,816
Bookmobile Driver	21,513	21,903	22,297	23,123	23,982
Cook I	17,859	18,159	18,455	19,059	19,741
Cook II	19,059	19,384	19,741	20,416	21,145
Custodian I	16,113	16,358	16,626	17,191	17,780
Custodian II	19,687	20,028	20,398	21,133	21,915
Dog Warden I	20,764	21,133	21,523	22,328	23,159
Dog Warden II	21,523	21,915	22,328	23,159	24,042
Drain Commission Laborer	19,687	20,028	20,398	21,133	21,915
Homemaker/Homeaide	14,669	14,895	15,144	15,622	16,118
Machine Operator I	17,780	18,073	18,366	19,026	19,687
Machine Operator II	20,764	21,133	21,523	22,328	23,159
Senior Maintenance Worker	23,159	23,602	24,042	24,971	25,950

SCHEDULE 1
CONT'D.

III. HOURLY RATED EMPLOYEES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Asst. Branch Librarian	8.13	8.29	8.40	8.66	8.99
Branch Librarian	8.99	9.11	9.28	9.58	9.22
Dental Hygienist	15.70				
Housekeeper	7.81	7.91	8.09	8.33	8.56
Kitchen Aide	7.81	7.91	8.09	8.33	8.56
Licensed Practical Nurse	9.65	9.82	9.99	10.35	10.73
Nurses Aide	7.81	7.91	8.09	8.33	8.56
Physical Therapy Assistant	9.65	9.82	9.99	10.35	10.73

IV. TECHNICAL/PROFESSIONAL SERIES

Appraiser I	23,602	24,042	24,506	25,436	26,438
Appraiser II	27,113	27,629	28,167	29,267	30,417
Bockmender	15,870	16,088	16,358	16,898	17,486
Communication Tech.	20,764	21,133	21,523	22,328	23,159
Computer Operator	22,549	22,967	23,400	24,283	25,481
Dental Aide/Clerk	17,780	18,073	18,366	19,026	19,686
Drain Fieldman	24,258	24,721	25,193	26,167	27,189
Environmental Health Clerk	17,780	18,073	18,366	19,026	19,686
4-H Program Assistant	17,780	18,073	18,366	19,026	19,686
Home Economist	25,950	26,438	26,953	28,029	29,151
Laboratory Technician	19,579	19,872	20,167	20,825	21,486
Landfill Attendant	16,113	16,358	16,626	17,191	17,780
Librarian IA	24,971	25,436	25,950	26,953	28,029
Librarian I	26,953	27,491	28,029	29,151	30,354
Librarian II	29,151	29,741	30,354	31,600	32,766
Librarian III	30,354	30,965	31,600	32,766	33,886
Library Assistant I	18,366	18,685	19,036	19,686	20,398
Library Assistant II	20,764	21,133	21,523	22,328	23,159
Nutrition Dietician Planner I	22,328	22,687	23,159	24,042	24,968
Planner I	26,438	26,882	27,491	28,592	29,741
Planner II	29,151	29,741	30,354	31,600	32,766
Planner III	35,341	35,916	36,505	37,640	38,772
Preprofessional I	23,159	23,602	24,042	24,971	25,950
Preprofessional II	24,506	24,971	25,436	26,438	27,491
Professional Engineer	34,149	34,861	35,590	37,079	38,647

SCHEDULE 1 - July 1, 1991
CONTD.

IV. TECHNICAL/PROFESSIONAL SERIES, CONTD.

Property Survey					
Draftsman I	20,764	21,133	21,523	22,328	23,159
Property Survey					
Draftsman II	22,328	22,687	23,159	24,042	24,968
Purchasing Agent	28,801	29,246	29,855	30,956	32,105
Sanitarian	28,592	29,151	29,741	30,968	32,199
Senior Appraiser	30,754	31,367	31,986	33,204	34,406
Senior Communications					
Technician	23,159	23,602	24,042	24,971	25,950
Vision & Hearing					
Technician	20,764	21,133	21,523	22,328	23,159

ARTICLE 43
WAGE SCHEDULE #2
JULY 1, 1992

I. - CLERICAL/ACCOUNTING SERIES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2YEAR</u>	<u>3YEAR</u>
Account Clerk I	18,796	19,101	19,432	20,120	20,829
Account Clerk II	21,594	21,978	22,384	23,221	24,085
Account Clerk III	23,221	23,594	24,085	25,003	25,970
Accountant	27,495	27,957	28,591	29,735	30,931
Business Off. Manager	30,931	31,569	32,212	33,479	34,729
Clerk	17,572	17,879	18,185	18,996	19,432
Clerk Stenographer	19,432	19,787	20,120	20,829	21,594
Clerk Typist I	18,491	18,796	19,101	19,787	20,474
Clerk Typist II	19,432	19,787	20,120	20,829	21,594
Elections Clerk	20,474	20,829	21,213	21,978	22,791
Fiscal/Risk Mgmt Coordinator	29,837	30,298	30,931	32,076	33,272
Legal Stenographer	22,384	22,791	23,221	24,085	25,003
Payroll Supervisor	24,085	24,546	25,003	25,970	26,988
Secretary	21,594	21,978	22,384	23,221	24,085
Vital Statistics Clerk	20,474	20,829	21,213	21,978	22,791

II. MAINTENANCE UNSKILLED SERIES

Appraiser Trainee	21,273	21,662	22,052	23,024	23,728
Bookmobile Driver	22,374	22,780	23,188	24,048	24,942
Cook I	18,573	18,886	19,193	19,821	20,531
Cook II	19,821	20,159	20,531	21,233	21,991
Custodian I	16,757	17,012	17,292	17,879	18,491
Custodian II	20,474	20,829	21,213	21,978	22,791
Dog Warden I	21,594	21,978	22,384	23,221	24,085
Dog Warden II	22,384	22,791	23,221	24,085	25,003
Drain Commission Laborer	20,474	20,829	21,213	21,978	22,791
Homemaker/Homeaide	15,256	15,491	15,750	16,247	16,763
Machine Operator I	18,491	18,796	19,101	19,787	20,474
Machine Operator II	21,594	21,978	22,384	23,221	24,085
Senior Maintenance Worker	24,085	24,546	25,003	25,970	26,988

SCHEDULE 2 - July 1, 1992
CONT'D.

III. HOURLY RATED EMPLOYEES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Asst. Branch Librarian	8.46	8.62	8.74	9.01	9.35
Branch Librarian	9.35	9.47	9.65	9.96	10.32
Dental Hygienist	16.33				
Housekeeper	8.12	8.23	8.42	8.66	8.90
Kitchen Aide	8.12	8.23	8.42	8.66	8.90
Licensed Practical Nurse	10.04	10.21	10.39	10.76	11.16
Nurses Aide	8.12	8.23	8.42	8.66	8.90
Physical Therapy Assistant	10.04	10.21	10.39	10.76	11.16

IV. TECHNICAL/PROFESSIONAL SERIES

Appraiser I	24,546	25,003	25,486	26,454	27,495
Appraiser II	28,197	28,734	29,294	30,437	31,634
Bookmender	16,505	16,731	17,012	17,574	18,185
Communication Tech.	21,594	21,978	22,384	23,221	24,085
Computer Operator	23,451	23,886	24,336	25,254	26,500
Dental Aide/Clerk	18,491	18,796	19,101	19,787	20,474
Drain Fieldman	25,228	25,710	26,201	27,214	28,276
Environmental Health Clerk	18,491	18,796	19,101	19,787	20,474
4-H Program Assistant	18,491	18,796	19,101	19,787	20,474
Home Economist	26,988	27,495	28,031	29,150	30,317
Laboratory Technician	20,362	20,667	20,973	21,658	22,346
Landfill Attendant	16,757	17,012	17,292	17,879	18,491
Librarian IA	25,970	26,454	26,988	28,031	29,150
Librarian I	28,031	28,591	29,150	30,317	31,569
Librarian II	30,317	30,931	31,569	32,864	34,077
Librarian III	31,569	32,204	32,864	34,077	35,242
Library Assistant I	19,101	19,432	19,798	20,474	21,213
Library Assistant II	21,594	21,978	22,384	23,221	24,085
Nutrition Dietician	23,221	23,594	24,085	25,003	25,967
Planner I	27,495	27,957	28,591	29,735	30,931
Planner II	30,317	30,931	31,569	32,864	34,077
Planner III	36,755	37,353	37,965	39,145	40,323
Preprofessional I	24,085	24,546	25,003	25,970	26,988
Preprofessional II	25,486	25,970	26,454	27,495	28,591
Professional Engineer	35,515	36,255	37,013	38,562	40,193

SCHEDULE 2 - July 1, 1992
CONTD.

IV. TECHNICAL/PROFESSIONAL SERIES, CONTD.

Property Survey Draftsman I	21,594	21,978	22,384	23,221	24,085
Property Survey Draftsman II	23,221	23,594	24,085	25,003	25,967
Purchasing Agent	29,953	30,416	31,049	32,194	33,389
Sanitarian	29,735	30,317	30,931	32,207	33,487
Senior Appraiser	31,984	32,622	33,266	34,532	35,783
Senior Communications Technician	24,085	24,546	25,003	25,970	26,988
Vision & Hearing Technician	21,594	21,978	22,384	23,221	24,085

ARTICLE 43
WAGE SCHEDULE #3
JULY 1, 1993

I. - CLERICAL/ACCOUNTING SERIES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2YEAR</u>	<u>3YEAR</u>
Account Clerk I	19,548	19,865	20,209	20,925	21,663
Account Clerk II	22,458	22,857	23,279	24,150	25,048
Account Clerk III	24,150	24,538	25,048	26,003	27,009
Accountant	28,595	29,075	29,735	30,925	32,168
Business Off. Manager	32,168	32,831	33,501	34,818	36,118
Clerk	18,275	18,594	18,912	19,548	20,209
Clerk Stenographer	20,209	20,578	20,925	21,663	22,458
Clerk Typist I	19,231	19,548	19,865	20,578	21,293
Clerk Typist II	20,209	20,578	20,925	21,663	22,458
Elections Clerk	21,293	21,663	22,062	22,857	23,703
Fiscal/Risk Mgmt Coordinator	31,030	31,510	32,168	33,359	34,603
Legal Stenographer	23,279	23,703	24,150	25,048	26,003
Payroll Supervisor	25,048	25,528	26,003	27,009	28,068
Secretary	22,458	22,857	23,279	24,150	25,048
Vital Statistics Clerk	21,293	21,663	22,062	22,857	23,703

II. MAINTENANCE UNSKILLED SERIES

Appraiser Trainee	22,124	22,529	22,934	23,945	24,677
Bookmobile Driver	23,269	23,691	24,116	25,010	25,939
Cook I	19,316	19,641	19,961	20,614	21,352
Cook II	20,614	20,965	21,352	22,082	22,871
Custodian I	17,428	17,693	17,983	18,594	19,231
Custodian II	21,293	21,663	22,062	22,857	23,703
Dog Warden I	22,458	22,857	23,279	24,150	25,048
Dog Warden II	23,279	23,703	24,150	25,048	26,003
Drain Commission Laborer	21,293	21,663	22,062	22,857	23,703
Homemaker/Homeaide	15,866	16,110	16,380	16,897	17,433
Machine Operator I	19,231	19,548	19,865	20,578	21,293
Machine Operator II	22,458	22,857	23,279	24,150	25,048
Senior Maintenance Worker	25,048	25,528	26,003	27,009	28,068

SCHEDULE 3 - July 1, 1993
CONT'D.

III. HOURLY RATED EMPLOYEES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Asst. Branch Librarian	8.80	8.97	9.09	9.37	9.72
Branch Librarian	9.72	9.85	10.03	10.36	10.73
Dental Hygienist	16.99				
Housekeeper	8.45	8.56	8.75	9.01	9.26
Kitchen Aide	8.45	8.56	8.75	9.01	9.26
Licensed Practical Nurse	10.44	10.62	10.81	11.19	11.61
Nurses Aide	8.45	8.56	8.75	9.01	9.26
Physical Therapy Assistant	10.44	10.62	10.81	11.19	11.61

IV. TECHNICAL/PROFESSIONAL SERIES

Appraiser I	25,528	26,003	26,505	27,512	28,595
Appraiser II	29,325	29,883	30,466	31,655	32,899
Bookmender	17,165	17,401	17,693	18,277	18,912
Communication Tech.	22,458	22,857	23,279	24,150	25,048
Computer Operator	24,389	24,841	25,309	26,264	27,560
Dental Aide/Clerk	19,231	19,548	19,865	20,578	21,293
Drain Fieldman	26,237	26,738	27,249	28,303	29,407
Environmental Health Clerk	19,231	19,548	19,865	20,578	21,293
4-H Program Assistant	19,231	19,548	19,865	20,578	21,293
Home Economist	28,068	28,595	29,152	30,316	31,530
Laboratory Technician	21,177	21,494	21,812	22,524	23,240
Landfill Attendant	17,428	17,693	17,983	18,594	19,231
Librarian IA	27,009	27,512	28,068	29,152	30,316
Librarian I	29,152	29,735	30,316	31,530	32,831
Librarian II	31,530	32,168	32,831	34,179	35,440
Librarian III	32,831	33,492	34,179	35,440	36,651
Library Assistant I	19,865	20,209	20,590	21,293	22,062
Library Assistant II	22,458	22,857	23,279	24,150	25,048
Nutrition Dietician	24,150	24,538	25,048	26,003	27,006
Planner I	28,595	29,075	29,735	30,925	32,168
Planner II	31,530	32,168	32,831	34,179	35,440
Planner III	38,225	38,847	39,484	40,711	41,936
Preprofessional I	25,048	25,528	26,003	27,009	28,068
Preprofessional II	26,505	27,009	27,512	28,595	29,735
Professional Engineer	36,936	37,705	38,494	40,105	41,801

SCHEDULE 3 - July 1, 1993
CONTD.

IV. TECHNICAL/PROFESSIONAL SERIES, CONTD.

Property Survey Draftsman I	22,458	22,857	23,279	24,150	25,048
Property Survey Draftsman II	24,150	24,538	25,048	26,003	27,006
Purchasing Agent	31,151	31,632	32,291	33,482	34,725
Sanitarian	30,925	31,530	32,168	33,495	34,827
Senior Appraiser	33,263	33,927	34,596	35,914	37,214
Senior Communications Technician	25,048	25,528	26,003	27,009	28,068
Vision & Hearing Technician	22,458	22,857	23,279	24,150	25,048

ARTICLE 43
WAGE SCHEDULE #4
JULY 1, 1994

I. - CLERICAL/ACCOUNTING SERIES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2YEAR</u>	<u>3YEAR</u>
Account Clerk I	20,330	20,660	21,018	21,762	22,529
Account Clerk II	23,356	23,771	24,210	25,116	26,050
Account Clerk III	25,116	25,519	26,050	27,044	28,089
Accountant	29,738	30,239	30,924	32,162	33,454
Business Off. Manager	33,454	34,145	34,841	36,211	37,563
Clerk	19,006	19,338	19,669	20,330	21,018
Clerk Stenographer	21,018	21,401	21,762	22,529	23,356
Clerk Typist I	20,000	20,330	20,660	21,401	22,144
Clerk Typist II	21,018	21,401	21,762	22,529	23,356
Elections Clerk	22,144	22,529	22,944	23,771	24,651
Fiscal/Risk Mgmt Coordinator	32,272	32,770	33,454	34,693	35,987
Legal Stenographer	24,210	24,651	25,116	26,050	27,044
Payroll Supervisor	26,050	26,549	27,044	28,089	29,190
Secretary	23,356	23,771	24,210	25,116	26,050
Vital Statistics Clerk	22,144	22,529	22,944	23,771	24,651

II. MAINTENANCE UNSKILLED SERIES

Appraiser Trainee	23,009	23,430	23,851	24,903	25,664
Bookmobile Driver	24,200	24,638	25,081	26,011	26,977
Cook I	20,089	20,427	20,759	21,439	22,207
Cook II	21,439	21,804	22,207	22,965	23,786
Custodian I	18,125	18,401	18,703	19,338	20,000
Custodian II	22,144	22,529	22,944	23,771	24,651
Dog Warden I	23,356	23,771	24,210	25,116	26,050
Dog Warden II	24,210	24,651	25,116	26,050	27,044
Drain Commission Laborer	22,144	22,529	22,944	23,771	24,651
Homemaker/Homeaide	16,501	16,755	17,035	17,572	18,130
Machine Operator I	20,000	20,330	20,660	21,401	22,144
Machine Operator II	23,356	23,771	24,210	25,116	26,050
Senior Maintenance Worker	26,050	26,549	27,044	28,089	29,190

SCHEDULE 4 - July 1, 1994

CONT'D.

III. HOURLY RATED EMPLOYEES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Asst. Branch Librarian	9.15	9.32	9.45	9.74	10.11
Branch Librarian	10.11	10.25	10.44	10.77	11.16
Dental Hygienist	17.66				
Housekeeper	8.79	8.90	9.10	9.37	9.63
Kitchen Aide	8.79	8.90	9.10	9.37	9.63
Licensed Practical Nurse	10.86	11.04	11.24	11.64	12.07
Nurses Aide	8.79	8.90	9.10	9.37	9.63
Physical Therapy Assistant	10.86	11.04	11.24	11.64	12.07

IV. TECHNICAL/PROFESSIONAL SERIES

Appraiser I	26,549	27,044	27,565	28,612	29,739
Appraiser II	30,498	31,078	31,684	32,921	34,215
Bookmender	17,852	18,097	18,401	19,008	19,669
Communication Tech.	23,356	23,772	24,210	25,116	26,050
Computer Operator	25,365	25,835	26,322	27,315	28,663
Dental Aide/Clerk	20,000	20,330	20,660	21,401	22,144
Drain Fieldman	27,287	27,808	28,339	29,435	30,584
Environmental Health Clerk	20,000	20,330	20,660	21,401	22,144
4-H Program Assistant	20,000	20,330	20,660	21,401	22,144
Home Economist	29,190	29,739	30,318	31,529	32,791
Laboratory Technician	22,024	22,354	22,685	23,425	24,169
Landfill Attendant	18,125	18,401	18,703	19,338	20,000
Librarian IA	28,089	28,612	29,190	30,318	31,529
Librarian I	30,318	30,924	31,529	32,791	34,145
Librarian II	32,791	33,454	34,145	35,546	36,858
Librarian III	34,145	34,831	35,546	36,858	38,117
Library Assistant I	20,660	21,018	21,413	22,144	22,944
Library Assistant II	23,356	23,772	24,210	25,116	26,050
Nutrition Dietician Planner I	25,116	25,519	26,050	27,044	28,086
Planner I	29,739	30,239	30,924	32,162	33,454
Planner II	32,791	33,454	34,145	35,546	36,858
Planner III	39,754	40,401	41,063	42,340	43,613
Preprofessional I	26,050	26,549	27,044	28,089	29,190
Preprofessional II	27,565	28,089	28,612	29,739	30,924
Professional Engineer	38,413	39,214	40,034	41,709	43,473

SCHEDULE 4 - July 1, 1994
CONTD.

IV. TECHNICAL/PROFESSIONAL SERIES, CONTD.

Property Survey Draftsman I	23,356	23,772	24,210	25,116	26,050
Property Survey Draftsman II	25,116	25,519	26,050	27,044	28,086
Purchasing Agent	32,397	32,898	33,583	34,821	36,114
Sanitarian	32,162	32,791	33,454	34,835	36,220
Senior Appraiser	34,594	35,284	35,980	37,350	38,702
Senior Communications Technician	26,050	26,549	27,044	28,089	29,190
Vision & Hearing Technician	23,356	23,772	24,210	25,116	26,050

ARTICLE 44
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1991 and shall continue in operation and effect through June 30, 1995. 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, 1995 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, 1995 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION

FOR THE COUNTY

Chairman
Board of Commissioners

County Clerk/Register

Date

Date

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 37
RETIREMENT

The County of St. Clair, and the Public Services Employees - AFSCME, Local 1089, hereby establish and agree that individual bargaining unit members who are members upon the date of this Agreement shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article 37 - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable. The election shall be made prior to the termination of the contract or the employee shall be subject to the modified plan.

Employees who become subject to representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE EMPLOYER

FOR THE UNION

DATE

DATE

LETTER OF UNDERSTANDING
REGARDING
MEDICAL CENTRE CLOSURE

The County of St. Clair and the Public Service Employees - AFSCME Local 1089 do hereby establish and agree that certain employees of the Medical Centre shall be eligible for the following considerations.

A. BLUE CROSS/BLUE SHIELD

Any employee who participated in the Blue Cross/Blue Shield Plan sponsored by the County, employed until the Medical Centre closed shall be entitled to one (1) additional month of coverage at the County's expense. The coverage shall be considered as the first month of the C.O.B.R.A. period.

B. C.O.B.R.A.

Any employee electing to continue insurance coverage through C.O.B.R.A. shall not be required to pay the normal two percent (2%) administrative fee.

C. JOB POSTINGS

Any employee who applies for a vacant position with the County during the time in which they have recall rights shall be entitled to evaluation points as follows:

Examination Results.....45%
Qualification Evaluation.....30%
(10% for each factor of education,
experience, skills/ability)
Oral Interview.....10%
Seniority (upon layoff).....15%
(2% for each year of seniority)

FOR THE EMPLOYER

FOR THE UNION

DATE _____

DATE _____

**RESOLUTION AUTHORIZING
ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. II-A BONDS, SERIES 1992
(General Obligation Limited Tax)**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF BONDS TO DEFRAY THE COST OF A WATER SUPPLY SYSTEM PROJECT; PROVIDING FOR THE PAYMENT AND SECURITY OF SAID BONDS, AND PROVIDING FOR OTHER MATTERS RELATIVE TO SAID BONDS AND THE SECURITY THEREFOR.

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, Michigan (the "County"), held in said County on the 12th day of August, 1992, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members Mary Ann Acciavatti, Judy Keegan, Frank Krajenke,
Mary Mechtenberg, Wilf Pennington, Pat W. Quain, William Danneels,
and Audrey Pack
ABSENT: Members Commissioner Pat W. Quain.

The following preamble and resolution were offered by Member Krajenke and supported by Member Mechtenberg:

WHEREAS, 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 a two-thirds (2/3) vote of the members-elect of said Board of Commissioners, establish a Department of Public Works in and for the County for the administration of the powers conferred upon the County by said Act; and

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

WHEREAS, the County pursuant to the Act has previously established the St. Clair County Water Supply System No. II-A (the "System"); and

WHEREAS, the County, by and through the Board, and the Township of Clay (the "Local Unit") have entered into a contract (the "Contract") for the construction and financing of certain water supply system improvements consisting of extensions to the water system and appurtenances as a part of that System (the "Project"), which Contract is attached hereto and made a part of this resolution; and

WHEREAS, the Contract has been duly approved by resolutions of the Board and the Local Unit legislative body and has been fully executed by the parties thereto; and

MILLER, CANFIELD, PADDOCK AND STONE

WHEREAS, plans, specifications and estimates of cost of the Project have been prepared by Boldt, McLeod and Johnson, Inc., consulting engineers of Port Huron, Michigan, and have been duly approved by the Board; and

WHEREAS, under the provisions of the Contract, the Local Unit has obligated itself to pay the cost of said Project to be financed by the issuance of bonds of the County by paying the installments, plus interest, as specified in Section 9 of 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 which the Local Unit has in the Contract obligated itself to provide in such amounts as may be necessary to pay the cost of constructing the Project, and all things necessary to the authorization and issuance of said 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 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, AS FOLLOWS:

Section 1. The plans, specifications and estimates of cost for the Project as prepared by the consulting 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.

Section 2. The Contract is hereby ratified, confirmed and approved.

Section 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 \$476,038 is hereby approved and confirmed.

Section 4. The estimated period of usefulness of the Project is determined to be not less than fifty (50) years.

Section 5. For the purpose of defraying part of the cost of the Project, including payment of engineering, legal and financial expenses and a bond discount of not to exceed 1½%, there be borrowed the sum of Three Hundred Fifteen Thousand Dollars (\$315,000), and that in evidence thereof there be issued the bonds of the County in an equivalent aggregate principal amount, which bonds are sometimes hereinafter referred to in this resolution as

the "bonds."

Section 6. The bonds shall be designated ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A BONDS, SERIES 1992 (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. Said bonds shall be registered as to principal and interest, be in the denomination of \$5,000 or multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication from 1 upwards, dated as of September 1, 1992, callable prior to maturity as hereinafter provided, and shall be payable annually on October 1 as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1995	\$5,000	2007	\$15,000
1996	5,000	2008	15,000
1997	5,000	2009	15,000
1998	5,000	2010	15,000
1999	10,000	2011	15,000
2000	10,000	2012	15,000
2001	15,000	2013	15,000
2002	15,000	2014	20,000
2003	15,000	2015	20,000
2004	15,000	2016	20,000
2005	15,000	2017	20,000
2006	15,000		

The bonds shall bear interest at a rate or rates determined on sale thereof, not exceeding eight percent (8%) per annum, payable on April 1, 1993, and semiannually thereafter, by check drawn on the transfer agent for the bonds and mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the transfer agent. Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at the principal office of the transfer agent. The Board is hereby authorized to designate a Michigan bank or trust company to act as transfer agent and to enter into all required contractual arrangements with such designee.

Section 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 imprinted thereon a facsimile of the seal of the County. No bond of this series shall be valid until authenticated by an authorized officer of the transfer agent. The bonds shall be delivered to the

transfer agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the transfer agent for safekeeping.

Any bond may be transferred upon the books required to be kept pursuant to this Section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any bond or bonds shall be surrendered for transfer, the transfer agent shall authenticate and deliver a new bond or bonds, of like aggregate principal amount. The transfer agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Section 8. Said 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.

Section 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 said 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.

Section 10. It shall be the duty of the Board, 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 to be designated DEBT RETIREMENT FUND - ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A BONDS, SERIES 1992, sometimes referred to as the "debt retirement fund," into which account the Board shall deposit any premium and accrued interest received upon delivery of the bonds four months capitalized interest 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 said 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 only.

Section 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.

Section 12. Said bonds shall be in substantially the following form:

NO. _____
 UNITED STATES OF AMERICA
 STATE OF MICHIGAN
 COUNTY OF ST. CLAIR
 ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A
 BONDS, SERIES 1992
 (GENERAL OBLIGATION LIMITED TAX)

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	October 1, _____	September 1, 1992	

Registered Owner:

Principal Amount: _____ Dollars

The County of St. Clair, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on April 1, 1993 and semiannually thereafter. Principal of this bond is payable at the principal office of _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the Registered Owner hereof not less than sixty (60) days prior to any change in transfer agent. Interest on this bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the Issuer maintained by the transfer agent, by check or draft mailed to the Registered Owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Township of Clay, located in the County of St. Clair, Michigan, to the Board of Public Works, acting for and on behalf of the Issuer, pursuant to a certain contract dated _____, 1992, between the Issuer and the Township, whereby said Board, on behalf of the Issuer, is to construct water supply system improvements to service said Township, as a part of St. Clair County Water Supply System II-A.

By the provisions of said contract and pursuant to the authorization provided by law, the Township has pledged its full faith and credit for the payment of its contractual payments. 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 a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Township and of the Issuer are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to statutory and constitutional limitations.

This bond is one of a total authorized issue of bonds of even original issue date, aggregating the principal sum of \$315,000, issued pursuant to a resolution duly adopted by the Board of Commissioners of the Issuer on August 12, 1992, 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 the purposes of paying part of the cost of constructing water supply system improvements to service a portion of said Township. 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.

Bonds of this issue maturing in the years 1995 to 2002, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 2003 to 2017, inclusive, shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer shall determine, on any interest payment date on or after October 1, 2002, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1.5% of the par value of each bond or portion thereof called for redemption prior to October 1, 2003;

1.0% of the par value of each bond or portion thereof called for redemption on or after October 1, 2003, but prior to October 1, 2004; and

.5% of the par value of each bond or portion thereof called for redemption on or after October 1, 2004, but prior to October 1, 2005.

No premium shall be paid on bonds or portions thereof called for redemption on or after October 1, 2005.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bonds.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the transfer agent by the Registered Owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent duly executed by the Registered Owner or his attorney duly authorized in writing, and thereupon a new registered bond or bonds 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 the bonds, 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, and the series of which this is one, have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the transfer agent's Certificate of Authentication on this bond has been executed by the transfer agent.

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 facsimile signature of the Chairman of the Board of Commissioners and to be countersigned by the facsimile signature of the County Clerk and a facsimile of the corporate seal of said County to be imprinted hereon, all as of the Date of Original Issue.

COUNTY OF ST. CLAIR

By William St. Daniels
Chairman, Board of Commissioners

[SEAL]

Marion Sargent
County Clerk

[FORM OF TRANSFER AGENT'S
CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned resolution.

Transfer Agent

By _____
Authorized Signature

Date of Registration: _____

Section 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 14 of the Contract.

Section 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, said account to be designated "St. Clair County Water Supply System No. II-A Bonds, Series 1992, 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 premium, capitalized interest or accrued interest paid at the time of delivery of the bonds shall be deposited into the debt retirement fund established under the provisions of Section 10 of this resolution.

Section 15. The provisions of this resolution, together with the Contract, shall constitute a contract between the County and the holder or holders 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 holder either at law or in equity.

Section 16. The County covenants and agrees with the successive holders 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 federal Internal Revenue Code 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.

Section 17. The Board is hereby designated, for and on behalf of the County, to (a) prepare a form of notice of sale, fix a date of sale, conduct the sale, and accept the best bid received at such sale; (b) publish such notice of sale in an authorized bond paper, at least seven (7) full days prior to the date fixed for sale; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds, including, if appropriate, purchase of credit enhancement, and reducing the amount of bonds sold and/or delivered if the Board determines that the full amount thereof is not necessary to complete the Project.

Section 18. The bonds are hereby designated 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.

Section 19. Bond Redemption. The bonds are subject to redemption prior to maturity at the times and prices and in the manner set forth in this resolution.

Unless waived by any registered owner of bonds to be redeemed, official notice of redemption shall be given by the transfer agent on behalf of the County. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers, and in the case of partial redemption, the called amounts of each certificate; the redemption date; the redemption price or premium; the place where bonds called for redemption are to be surrendered for payment; and that interest on bonds or portions thereof called for redemption shall cease to

accrue from and after the redemption date.

In addition, further notice shall be given by the transfer agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

Section 20. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

Section 21. This resolution shall become effective immediately upon its passage.

AYES: Members Acciavatti, Keegan, Krajenke, Mechtenberg, Pack, Pennington, Danneels.

NAYS: Members None Absent -1, Commissioner Pat Quain.

RESOLUTION DECLARED ADOPTED.

Marion Sargent
County Clerk

DATED: August 12, 1992

Reviewed and Approved by:

Robert J. Mickerson
ROBERT J. MICKERSON
COUNTY CORPORATION COUNSEL
301 COUNTY BUILDING
PORT HURON, MI 48060

Francis R. Rojewke
Audrey E. Park
Ray Mechtenberg

MILLER, CANFIELD, PADDOCK AND STONE

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 12, 1992, 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

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RESOLUTION NO. 92-05

RESOLUTION APPROVING DPW CONTRACT AND BOND RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a Regular Meeting of the Board of Public Works of the County of St. Clair, Michigan, held in said County on the 4th day of August, 1992, at 9:00 o'clock A.m., Eastern Daylight Time.

PRESENT: Members Maurice Foley, Walter Street, Carl McCormick

ABSENT: Members 0

The following preamble and resolution were offered by Member Street and supported by Member McCormick :

WHEREAS, a contract (the "Contract") providing for the acquisition, construction, operation and financing of water supply system improvements consisting of extensions to the water system and appurtenances (the "Project") has been negotiated with the Township of Clay (the "Local Unit") and presented to this Board for its approval, a copy of which Contract is attached to this resolution and made a part hereof; and

WHEREAS, the Contract has been duly approved by resolution of the legislative body of the Local Unit and duly executed on its behalf.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract between the County of St. Clair, by and through its Board of Public Works, and the Local Unit providing for the acquisition, construction, operation and financing of the Project and the bond resolution in connection therewith are hereby approved, and the Chairman of this Board is authorized and directed to transmit such approval to the County Board of Commissioners with the recommendation of this Board that the Contract and bond resolution be approved and adopted for and on behalf of the County.

2. The Chairman and Secretary of this Board 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 Commissioners.

3. The Contract will become effective and binding in accordance with its terms upon execution and final approval and ratification thereof by the County Board of Commissioners, such final approval and ratification to be given by adoption by said Board of Commissioners of a resolution authorizing the issuance of bonds of the County pursuant to said Contract.

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

AYES: Members Foley, McCormick, Street

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

Sandra J. Bellis
Act. Dep. Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, Michigan, at a Regular Meeting held on August 4, 1992, 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.

Sandra J. Bellinger
Act. Dep. Secretary, Board of Public Works

MILLER, CANFIELD, PADDOCK AND STONE

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ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A
BONDS, SERIES 1992, CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 1992, by and between the COUNTY OF ST. CLAIR, a Michigan county corporation (the "COUNTY"), by and through its Board of Public Works, party of the first part, and the TOWNSHIP OF CLAY, a Michigan public corporation located in the COUNTY (the "LOCAL UNIT"), party of the second part,

WITNESSETH:

WHEREAS, it is necessary for the public health and welfare of the present and future residents of the LOCAL UNIT that water supply system improvements consisting of extensions to the water system and related appurtenances (the "Project") be constructed to meet the present and future requirements of the LOCAL UNIT; and

WHEREAS, the COUNTY, under the provisions of Act 185, Public Acts of Michigan, 1957, as amended (the "Act"), has established a Department of Public Works for the administration of the powers conferred upon the COUNTY by the Act, which Department is under the immediate control of the Board of Public Works (the "Board") and under the general control of the Board of Commissioners of the COUNTY; and

WHEREAS, the Act authorizes a county to acquire water supply systems as defined in said Act, and to improve, enlarge, extend and operate such systems; and

WHEREAS, by the terms of the Act the COUNTY and the LOCAL UNIT are authorized to enter into a contract for the acquisition and financing of the Project and the payment of the cost thereof by the LOCAL UNIT, with interest, over a period of not exceeding forty (40) years, and the COUNTY is then authorized, pursuant to appropriate action by its Board of Commissioners, to issue bonds of the COUNTY to provide the funds necessary therefor, secured primarily by the full faith and credit contractual obligations of the LOCAL UNIT and secondarily by the full faith and credit pledge of the COUNTY if duly authorized by appropriate resolution of its Board of Commissioners; and

WHEREAS, the Act provides the most practicable and economic method and means for acquiring and financing the Project so vitally necessary for the public health and welfare of the residents of the COUNTY residing in the LOCAL UNIT to be served, and financing under the Act is expected to result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost for the Project have been prepared by Boldt, McLeod and Johnson, Inc., consulting engineers of Port Huron, Michigan (the "Engineers"), which said estimate of cost totals \$476,038; and

WHEREAS, a portion of the cost of the Project will be paid with funds remaining from bonds issued by the COUNTY to fund a different project in the LOCAL UNIT pursuant to the St. Clair County Water Supply System No. II-A Bonds, Series 1991, Contract; and

WHEREAS, in order to issue bonds of the COUNTY to provide funds in the amount of \$316,580 to pay the balance of said cost consisting of bonds in the aggregate principal amount of \$315,000 plus interest on the proceeds of the bonds, it is necessary for the COUNTY and the LOCAL UNIT to enter into a contract, as provided in the Act; and

WHEREAS, it is also necessary for the COUNTY and the LOCAL UNIT to contract relative to the operation and maintenance of the Project;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The COUNTY and the LOCAL UNIT approve the acquisition and construction of the Project as a part of the existing St. Clair County Water Supply System No. II-A (the "System") under the provisions of the Act, the Project consisting generally of the construction of water lines together with all necessary and related rights in land, appurtenances and attachments, and the Project and the area to be served thereby are more specifically set out in the plans for the Project prepared by the Engineers and referred to in the preamble hereto.

2. The LOCAL UNIT hereby consents to the use by the COUNTY of the public streets, alleys, lands and rights-of-way in the LOCAL UNIT for the purpose of constructing, operating and maintaining the Project and any improvements, enlargements and extensions thereto.

3. The Project is designed to serve the LOCAL UNIT and the users of the System and is immediately necessary to protect and preserve the public health, and the LOCAL UNIT does, by these presents, consent to the furnishing of water supply service, as provided in Section 7 hereof, to the individual users of the LOCAL UNIT. Both parties specifically agree, however, that the COUNTY shall not have the right to take over operation of the Project and serve individual customers directly, the COUNTY being limited to other remedies prescribed in this contract in the event of any default hereunder by the LOCAL UNIT.

4. The Board and the LOCAL UNIT hereby approve and confirm the plans for the Project prepared by the Engineers and the estimated cost thereof in the sum of \$476,038. Said estimated cost includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering,

engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof, including bond discount.

5. The Board will acquire and construct the Project, and for that purpose has caused bids to be taken for the acquisition and construction thereof prior to the time that any bonds are issued for the purpose of financing costs thereof. The Board shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to the LOCAL UNIT to exceed the installment obligations approved in Section 9 of this contract, unless the LOCAL UNIT, by resolution of its legislative body, (a) approves said increased cost and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 8 and 9 of this contract, to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar increase in the installment obligations of the LOCAL UNIT pledged under the terms of this contract to the payment of such bonds.

6. The Project shall be acquired by the Board in accordance with the plans and specifications therefor approved by this contract; provided, however, that variations from said plans and specifications may be made without the approval of the LOCAL UNIT if such variation shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition of the Project, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the Board. Any acquisition of rights-of-way shall be done by the LOCAL UNIT, title to be in the COUNTY's name, but the cost of such acquisition shall be paid from the proceeds of sale of the bonds.

7. While the bonds remain outstanding, the County shall be the owner of the Project as a part of the System. The Project shall be leased to the LOCAL UNIT and responsibility for the operation, maintenance and administration of the Project as a part of that System shall be controlled by and be the responsibility of the LOCAL UNIT for such System.

8. To provide for the construction and financing of the Project in accordance with the provisions the Act, the Board shall take the following steps:

(a) The Board will submit to the Board of Commissioners of the COUNTY a resolution providing for the issuance of bonds in the aggregate principal amount of Three Hundred Fifteen Thousand Dollars (\$315,000), except as authorized pursuant to Section 5 of this contract, to finance a portion of the cost of the Project. Said bonds shall mature serially, as

authorized by law, and shall be secured primarily by the contractual obligations of the LOCAL UNIT to pay the annual installments due, plus interest, as hereinafter provided in this contract, and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the Board will take all steps necessary to effectuate the sale and delivery of the bonds.

(b) The Board shall take all steps necessary to enter into and execute final construction contracts for the acquisition and construction of the Project as specified and approved in this contract, in accordance with the plans and specifications therefor as approved by this contract. Said contract shall specify a completion date agreeable to the LOCAL UNIT.

(c) The Board will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law, in such amount and such form as may be approved by the Board.

(d) The Board upon receipt of the proceeds of sale of the bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The COUNTY may temporarily invest any bond proceeds or other funds held by it for the benefit of the LOCAL UNIT as permitted by law, and investment income shall accrue to and follow the fund producing such income. Neither the COUNTY nor the LOCAL UNIT shall invest, reinvest, or accumulate any moneys deemed to be proceeds of the bonds pursuant to applicable federal law and regulations, in such a manner as to cause the bonds to be "arbitrage Bonds" within the meaning of said law and regulations.

9. The cost of the Project to be financed by the issuance of the aforesaid bonds shall be charged to and paid by the LOCAL UNIT to the Board in the manner and at the times herein set forth. The principal amount thereof (\$315,000) shall be paid to the Board in annual principal installments, plus interest and other expenses as hereinafter provided, on September 1st of each year, as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1995	\$5,000	2007	\$15,000
1996	5,000	2008	15,000
1997	5,000	2009	15,000
1998	5,000	2010	15,000
1999	10,000	2011	15,000
2000	10,000	2012	15,000
2001	15,000	2013	15,000
2002	15,000	2014	20,000
2003	15,000	2015	20,000
2004	15,000	2016	20,000
2005	15,000	2017	20,000
2006	15,000		

It is understood and agreed that the bonds of the COUNTY hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal maturities on October 1st of each year, commencing with the year 1995, corresponding to the principal amount of the above installments, and the LOCAL UNIT shall also pay to the Board in addition to said principal installments, on March 1st and September 1st of each year, commencing March 1, 1993, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (April 1st and October 1st, respectively) on said COUNTY bonds from time to time outstanding. From time to time as the Board is billed by the paying agent for the bonds to be issued for its services as paying/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the Board from handling of the payments made by the LOCAL UNIT, or from other actions taken in connection with the Project, the Board shall promptly notify the LOCAL UNIT of the amount of such paying agent fees and other costs and expenses, and the LOCAL UNIT shall promptly remit to the Board sufficient funds to meet such fees and other costs and expenses.

Should cash payments be required from the LOCAL UNIT in addition to the amounts specified in the preceding paragraph to meet costs of constructing the Project, the LOCAL UNIT shall, upon written request by the Board, furnish to the Board written evidence of its agreement and ability to make such additional cash payments, and the Board may elect not to proceed with the acquisition or financing of the Project until such written evidence satisfactory to the Board, has been received by it. The LOCAL UNIT shall pay to the Board such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Board to the LOCAL UNIT.

The Board shall, within thirty (30) days after the delivery of the COUNTY bonds hereinbefore referred to, furnish the LOCAL UNIT with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior

to each principal and/or interest installment due date, advise the LOCAL UNIT, in writing, of the exact amount of principal and/or interest due on the COUNTY bonds on the next succeeding bond principal and/or interest due date, and payable by the LOCAL UNIT on the first day of the month immediately preceding, as hereinbefore provided. Failure of the Board to notify the LOCAL UNIT of any such payment shall not relieve the LOCAL UNIT of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

10. The LOCAL UNIT, pursuant to authorization of Section 12 of the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this contract. Pursuant to such pledge, if other funds are not available, the LOCAL UNIT shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the LOCAL UNIT in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable statutory and constitutional tax limitations. The foregoing commitments of the LOCAL UNIT are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the LOCAL UNIT in anticipation of which the COUNTY bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the LOCAL UNIT from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of the Act for the purpose of providing funds to meet its obligations under this contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligation due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

11. The LOCAL UNIT may pay in advance any of the payments required to be made by this contract, in which event the Board shall credit the LOCAL UNIT with such advance payment on future-due payments to the extent of such advance payment, or use such advances to call bonds, without credit.

12. In the event the LOCAL UNIT shall fail for any reason to pay to the Board at the times specified the amounts required to be paid by the provisions of this contract, the Board shall immediately give notice of such default and the amount thereof, in writing, to the LOCAL UNIT Treasurer, the Treasurer of the COUNTY, the Treasurer of the State of Michigan, and such other officials

charged with disbursement to the LOCAL UNIT of funds returned by the State and now or hereafter under the Act available for pledge as provided in this paragraph and in Section 17 of the Act, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the LOCAL UNIT of the aforesaid funds, is, by these presents, specifically authorized by the LOCAL UNIT, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Board, to apply on the obligations of the LOCAL UNIT as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the LOCAL UNIT within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the LOCAL UNIT to meet any past-due obligations of the LOCAL UNIT due under the provisions of this contract. In addition to the foregoing, the Board shall have all other rights and remedies provided by law to enforce the obligations of the LOCAL UNIT to make its payments in the manner and at the times required by this contract, including the right of the COUNTY to direct the LOCAL UNIT to make a tax levy or rate increase to reimburse the COUNTY for any funds advanced. The LOCAL UNIT will not take any action to reduce the right of the COUNTY to receive the aforesaid state-returned moneys in the event of default.

13. It is specifically recognized by the LOCAL UNIT that the debt service payments required to be made by it pursuant to the terms of Section 9 of this contract are to be pledged for and used to pay the principal of and interest on the bonds to be issued by the COUNTY, as provided by this contract and authorized by law, and the LOCAL UNIT covenants and agrees that it will make all required payments to the Board promptly and at the times specified herein without regard to whether the Project is actually completed or placed in operation.

14. If after construction bids are let the proceeds of the sale of the bonds to be issued by the COUNTY are for any reason insufficient to complete the Project, the COUNTY shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete the Project, and the annual payments required to be made by the LOCAL UNIT shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of the Act, and any increases in the annual payments shall be made in the manner and at the times specified in this contract. In lieu of said additional bonds, the LOCAL UNIT may pay over to the Board in cash sufficient money to complete the Project.

If after construction bids are let and prior to sale of the bonds, it is determined by the Board that the full amount of the

bonds is not necessary to complete the Project, then the COUNTY, acting through the Board shall be automatically authorized to reduce the amount of bonds sold.

15. After completion of the Project and payment of all costs thereof, any surplus remaining from the proceeds of sale of the bonds shall be used by the Board for either of the following purposes, at the option of and upon request made by resolution of the LOCAL UNIT, to wit: (a) for additional water supply improvements in the System, or (b) credited by the Board toward the next payments due the Board by the LOCAL UNIT hereunder.

16. The obligations and undertakings of each of the parties to this contract shall be conditioned on the successful issuance and sale of bonds pursuant to the Act, and if for any reason whatsoever said bonds are not issued and sold within three (3) years from the date of this contract, this contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that said bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the LOCAL UNIT, and the LOCAL UNIT shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

17. The Board and the LOCAL UNIT each recognize that the holders from time to time of the bonds issued by the COUNTY under the provisions of the Act to finance a portion of the costs of the Project will have contractual rights in this contract, and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The LOCAL UNIT and the Board further covenant and agree that they will each comply with their respective duties and obligations under the terms of this contract promptly at the times and in manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

18. This contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such time as all bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of said bonds are paid, this contract shall be terminated and ownership of the Project shall revert to the LOCAL UNIT, unless at that time there are other COUNTY bonds outstanding relative to the System or there are other contractual arrangements between the LOCAL UNIT and COUNTY. In any event, the obligations of the LOCAL UNIT to make payments required by Section 9 of this contract shall

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be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

19. The parties hereto hereby expressly agree that the COUNTY shall not be liable for and the LOCAL UNIT shall pay, indemnify and save the COUNTY harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the COUNTY be held harmless by the LOCAL UNIT from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising including, but not limited to, to the extent prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the COUNTY or by negligence for which the COUNTY may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the LOCAL UNIT will also pay, indemnify and save the COUNTY harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the COUNTY. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the COUNTY on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the COUNTY has not paid the same, the LOCAL UNIT shall be obligated to pay to the COUNTY upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the COUNTY by reason of any such claims or demands, whether said claims or demands are groundless or not, the LOCAL UNIT shall upon written notice and demand from the COUNTY, resist and defend such action or proceeding in behalf of the COUNTY but will not settle any such action in the proceeding without written consent of the COUNTY. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the COUNTY against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the COUNTY'S employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

The COUNTY will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting both the LOCAL UNIT and the COUNTY (including the Board) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

20. This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

21. This contract shall become effective upon approval by the legislative body of the LOCAL UNIT, by the Board of Public Works of the COUNTY and by the Board of Commissioners of the COUNTY, and when duly executed by the Chief Executive Officer and Clerk of the LOCAL UNIT and by the Chairman and Secretary of the Board of Public Works for and on behalf of the COUNTY. This contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

**COUNTY OF ST. CLAIR
By the Board of Public Works**

By _____
Chairman

By _____
Secretary

TOWNSHIP OF CLAY

By _____
Supervisor

By _____
Township Clerk

MILLER, CANFIELD, PADDOCK AND STONE

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RESOLUTION NO. 92-06

\$315,000
ST. CLAIR COUNTY
WATER SUPPLY SYSTEM NO. II-A
BONDS, SERIES 1992
(GENERAL OBLIGATION LIMITED TAX)

NOTICE OF SALE RESOLUTION

Board of Public Works
County of St. Clair, Michigan

Minutes of a regular meeting of the Board of Public Works (the "Board") of the County of St. Clair, Michigan (the "County"), held in the County on the 4th day of August, 1992, at 9:00 o'clock A.m., Eastern Daylight Time.

PRESENT: Members Maurice Foley, Walter Street, Carl McCormick

ABSENT: Members 0

The following preamble and resolution were offered by Member McCormick and supported by Member Street:

WHEREAS, by resolution to be adopted shortly by the Board of Commissioners of the County, there will be authorized to be issued St. Clair County Water Supply System No. II - A Bonds, Series 1992 (General Obligation Limited Tax) in the principal amount of \$315,000 to be dated as of September 1, 1992; and

WHEREAS, Section 17 of said resolution authorizes the Board, on behalf of the County, to (a) prepare a form of notice of sale, fix a sale date, conduct the sale and accept the best bid received at such sale; (b) publish such notice of sale in an authorized bond paper at least seven (7) full days prior to the date fixed for

sale; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Notice of sale of said bonds, as approved by the Treasury Department if necessary, shall be published in the manner directed by the County Board of Commissioners, in The Detroit Legal News, Detroit, Michigan, and the Secretary of the Board is hereby directed to cause notice of sale to be published in the manner provided above.

2. Said notice of sale for said bonds shall be in substantially the following form:

MILLER, CANFIELD, PADDOCK AND STONE

OFFICIAL NOTICE OF SALE

\$315,000

COUNTY OF ST. CLAIR, STATE OF MICHIGAN
ST. CLAIR COUNTY WATER SUPPLY SYSTEM NO. II-A BONDS,
SERIES 1992
(GENERAL OBLIGATION LIMITED TAX)

SEALED BIDS for purchase of the above bonds will be received by the undersigned at the office of the County Department of Public Works, 21 Airport Drive, Port Huron, Michigan 48060, on _____, the ___ day of _____, 1992, until _____ o'clock .m., Eastern Daylight Time, at which time and place said bids will be publicly opened and read. Sealed bids will also be received on the same date and until the same time at the office of The Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226, where they will be publicly opened and read. The bonds will be awarded to the successful bidder no later than twelve o'clock noon on that date.

BOND DETAILS: Said bonds will be registered bonds of the denomination of \$5,000 or multiples thereof up to the amount of a single maturity, dated September 1, 1992, numbered in order of registration and will bear interest from their date payable on April 1, 1993, and semiannually thereafter.

The bonds will mature annually on the 1st day of October as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
1995	\$5,000	2007	\$15,000
1996	5,000	2008	15,000
1997	5,000	2009	15,000
1998	5,000	2010	15,000
1999	10,000	2011	15,000
2000	10,000	2012	15,000
2001	15,000	2013	15,000
2002	15,000	2014	20,000
2003	15,000	2015	20,000
2004	15,000	2016	20,000
2005	15,000	2017	20,000
2006	15,000		

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 8% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate.

The difference between the highest and lowest interest rate on the bonds shall not exceed 2%. The interest rate borne by bonds

MILLER, CANFIELD, PADDOCK AND STONE

maturing on or after October 1, 2004 shall not be less than the interest rate borne by bonds maturing in the respective preceding year. No proposal for the purchase of less than all of the bonds or at a price less than 98.5% of their par value will be considered.

PRIOR REDEMPTION: Bonds of this issue maturing in the years 1995 to 2002, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 2003 to 2017, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, on any interest payment date on or after October 1, 2002, at par and accrued interest to the date fixed for redemption, plus a premium expressed as a percentage of par, as follows:

1.5% of the par value of each bond or portion thereof called for redemption on or after October 1, 2002, but prior to October 1, 2003;

1% of the par value of each bond or portion thereof called for redemption on or after October 1, 2003 but prior to October 1, 2004; and

.5% of the par value of each bond or portion thereof called for redemption on or after October 1, 2004, but prior to October 1, 2005.

No premium shall be paid on bonds or portions thereof called for redemption on or after October 1, 2005.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than 30 days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at _____, Michigan or such other transfer agent as the Board of Public Works of the County may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any change in transfer agent. Interest shall be paid by check mailed to the owner as shown by the registration books of the County on the 15th day of the month prior to any interest payment date. The bonds will be transferable only

upon the registration books of the County kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are to be issued under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and pursuant to resolution duly adopted by the Board of Commissioners of the County of St. Clair for the purpose of paying part of the cost of constructing a water supply system to service a portion of the Township of Clay (the "Township").

The bonds are issued in anticipation of, and are payable primarily from, certain specified contractual payments to be paid by the Township to the Board of Public Works, acting for and on behalf of the County, pursuant to a certain contract between the Township whereby said Board, on behalf of the County, is to construct the aforesaid improvements. By the provisions of said contract and pursuant to the authorization provided by law, the Township has pledged its full faith and credit for the payment of its contractual obligations. The County has irrevocably pledged to the payment of said bonds the total contractual payments, which payments are payable at such times and are established in such amounts as are required to pay the entire principal of and interest on the bonds promptly when due.

As additional security for the payment of the bonds and the interest thereon, the County, as authorized by law, has pledged its full faith and credit for the prompt and timely payment thereof, should the Township's contractual payments prove insufficient for any reason.

The full faith and credit pledge of the Township and of the County is a limited tax general obligation of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collections of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to statutory and constitutional limitations.

The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A certified or cashier's check in the amount of \$6,300 drawn upon an incorporated bank or trust company and payable to the order of the Treasurer of the County must accompany each bid as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the bonds. No interest shall be allowed on the good faith checks, and checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail. The good faith check of the successful bidder may be immediately cashed, in which event payment for the balance of

the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar value of all interest on the bonds from _____ 1, 1992, to their maturity and deducting therefrom any premium or adding thereto any discount.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, attorneys of Detroit, Michigan, a copy of which opinion will be printed on the reverse side of each bond, and the original of which will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone has made no inquiry as to any financial information, statements or materials contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

TAX MATTERS: In the opinion of bond counsel, assuming compliance with certain covenants, interest on the bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The successful bidder will be required to furnish, prior to delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986.

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at Detroit, Michigan, or at a place to be mutually agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Daylight Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the County shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery. Unless otherwise advised

in writing by the successful bidder within ten (10) business days after sale, the County may deliver and the successful bidder shall be required to accept the bonds in the form of one (1) fully registered bond for each maturity, registered to the purchaser.

PROPERTY TAX REFORM: Proposals relating to assessment and tax rate limitations in Michigan will appear on the ballot at the November 3, 1992 election. Adoption of one or more of the proposals may affect the obligations offered herein. For a description of the proposals contact Kimberly A. Boone (313-496-7537) or Lucile Giddings (313-496-7606), Miller, Canfield, Paddock and Stone, 150 West Jefferson, Suite 2500, Detroit, Michigan 48226. FAX: (313) 496-8450.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on said bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for said bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on said bonds shall be paid for by the County; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

QUALIFIED TAX EXEMPT OBLIGATIONS: The County has designated 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.

FINANCIAL CONSULTANT: Further information concerning the bonds may be secured from Stauder, Barch & Associates, Inc., 3989 Research Park Drive, Ann Arbor, Michigan 48108 (313) 668-6688 financial consultant to the County.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for St. Clair County Water Supply System No. II-A Bonds."

Chairman, Board of Public Works
County of St. Clair, Michigan

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

AYES: Members Foley, McCormick, Street

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

Sandra J. Bellinger
Act. Dep. Secretary, Board of Public Works

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Public Works of the County of St. Clair, State of Michigan, at a regular meeting held on August 4, 1992, 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.

Sandra A. Bellinger
Act. Sec. Secretary, Board of Public Works

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RESOLUTION APPROVING DPW CONTRACT

Township of Clay
County of St. Clair, State of Michigan

Minutes of a regular meeting of the Township Board of the Township of Clay, County of St. Clair, State of Michigan (the "Local Unit"), held ^{at Harsens Island Lion's Hall,} ~~in Township Hall~~ on the 3rd day of August, 1992, at 7:30 o'clock P.m., Eastern Standard Time.

PRESENT: Member Supervisor Jon Manos, Clerk Theresa Malik,
Treasurer Marilyn Dluge; Trustees: Pat Sharrow, Art Arm-
strong, Don Murphy, Jim Miller.

ABSENT: Member None

The following preamble and resolution were offered by Member Trustee Sharrow and supported by Member Treasurer Dluge :

WHEREAS, the Local Unit has requested the Department of Public Works of the County of St. Clair (the "DPW") to take the necessary steps under the provisions of Act 185, Public Acts of Michigan, 1957, as amended, to construct and finance certain water supply system improvements, additions and appurtenances (the "Project") to service the Local Unit; and

WHEREAS, the DPW and the Local Unit have negotiated a contract (the "Contract") providing for the acquisition, operation and financing of the Project, by the terms of which Contract the Local Unit is obligated to pay that portion of the cost of the Project to be financed to the County in installments as therein provided, a copy of which Contract is attached to this resolution and incorporated herein by reference; and

WHEREAS, the Project as described in the Contract is immediately necessary to protect and preserve the public health; and

WHEREAS, a portion of the cost of the Project will be paid from funds remaining from County of St. Clair St. Clair County Water Supply System No. II-A Bonds, Series 1991 (General Obligation Limited Tax) (the "1991 Bonds") issued pursuant to St. Clair County Water Supply System No. II-A Bonds, Series 1991, Contract (the "Prior Contract"); and

WHEREAS, pursuant to Section 15 of the Prior Contract, it is necessary to direct the Board as to the disposition of funds remaining from the Prior Contract;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract between the County of St. Clair, by and through its DPW, and the Local Unit providing for the acquisition, operation and financing of the Project is hereby approved, and the Supervisor and Clerk of the Local Unit are authorized and directed to execute the Contract for and on behalf of the Local Unit.

2. The total estimated cost of the Project as submitted by the consulting engineers in the amount of \$476,038 and the costs to be financed by the issuance of bonds in the amount of \$315,000 are hereby approved.

3. The Local Unit does hereby ratify and confirm its covenant in the Contract to levy ad valorem taxes against all taxable property in the Local Unit to the extent necessary to meet the obligations of the Local Unit thereunder and does further indicate its purpose and intent to make such a levy as necessary to

meet such obligations, such levy, if necessary, to be within statutory and constitutional limitations.

4. The Contract shall become binding and effective upon the approval thereof by resolution of the Board of Commissioners of the County and execution thereof for the County by the DPW.

5. Pursuant to authority contained in Section 15 of the Prior Contract, the Local Unit hereby directs the Board to use all surplus proceeds from the Prior Bonds for construction of the Project described in the Contract.

6. The Local Unit will take or abstain from taking all actions required by the federal Internal Revenue Code and the regulations thereunder as may be necessary to retain for the interest on the bonds issued pursuant to the Contract the exemption from direct federal income taxation.

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

AYES: Members Sharrow, Armstrong, Dluze, Manos, Malik,
Murphy, Miller

NAYS: Members None.

RESOLUTION DECLARED ADOPTED.

Valerie J. Kulba
Township Deputy Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of the Township of Clay, County of St. Clair, State of Michigan, at a regular meeting held on August 3, 1992, 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.

Valerie J. Kulba

Township Deputy Clerk

MILLER, CAMFIELD, PADDOCK AND STONE

DEFS2121189-11078011-00012

RESOLUTION 92-28

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
PROBATE COURT CLERICAL EMPLOYEES - TPOAM

WHEREAS, the Probate Court Clerical Employees - TPOAM is recognized by the Michigan Employment Relations Commission, St. Clair County Probate Court and St. Clair County, as the exclusive representative of certain employees of the Court; and

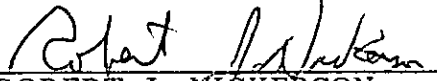
WHEREAS, the Probate Court has delegated authority to St. Clair County to bargain on matters of wages and working conditions; and

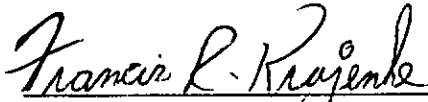
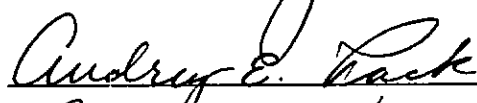
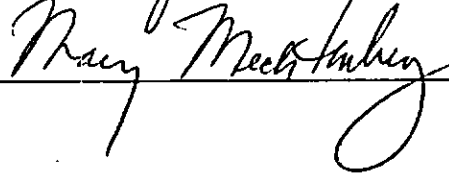
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1992 through June 30, 1994, is hereby approved and adopted.

DATED: August 12, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

DRAFT COPY

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY PROBATE COURT

AND THE

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY PROBATE COURT CLERICAL

EMPLOYEES - T.P.O.A.M.

JULY 1, 1992

THROUGH

JUNE 30, 1994

ARTICLE 1

AGREEMENT

1.1: This Agreement made and entered into this 1st day of July, 1992 by and between the Probate Court, St. Clair County, herein termed the Employer, and the St. Clair County Board of Commissioners being the Legislative body of said Employer, and the Probate Court Clericals 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 and the St. Clair County Board of Commissioners as exclusive representative of full time employees classified as 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 of the Probate/Juvenile 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 Juvenile Court, except only as expressly abridged in this Agreement. The control of its properties, and the maintenance of order and efficiency is 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 Juvenile Court 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.
- D. The Association acknowledges the practice of following the provisions of the Juvenile Court Manual, prescribing in detail the standards of operation prescribed for the orderly and required management of the Juvenile Court. It is further understood that the Juvenile Court Manual may from time to time require revision due to changes in federal and/or state laws and regulations. Any other changes deemed necessary by the Court will be negotiated with the Association and will not conflict with the existing contract between the St. Clair County Board of Commissioners, St. Clair County Probate Court and the St. Clair County Probate/Juvenile Court Clerical Employees. The Association members must abide by the lawful provisions of said Manual.

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 union dues uniformly required of union 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 Personnel 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

UNION 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 Personnel Officer 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 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 Personnel Officer of the County shall hear the grievance at Step 2 rather than the Assistant Juvenile Services Director. The County Administrator/Controller shall hear the grievance at Step 3 rather than the Probate Court Administrator. The decision of the County Administrator/Controller may be submitted to arbitration through the American Arbitration Association for final and binding resolution provided the Court and the County are advised of the Union's intent to arbitrate, within thirty (30) calendar days of the Step 3 decision.

ARTICLE 9

SENIORITY

9.1: New employees hired in the unit shall be subject to an orientation period for the first three (3) 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 defined as follows:

- A. Bargaining unit seniority - The most recent date of full time continuous employment in the bargaining unit.

B. County seniority - The most recent date of full time continuous employment with St. Clair County and/or the Probate Court and Juvenile Court.

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 which occurred more than two (2) years previously unless such prior infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

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 the most immediately less paying classification provided the employee subject to layoff has more seniority than the employee in the less paying classification. 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 sixty (60) 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 thirty (30) calendar day 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 and/or compensation.

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 sixty (60) calendar day 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 fifteen (15) calendar days 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.

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. Incompetency.
- E. Reorganization.

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 not be paid the rate consistent with the position for working five (5) or fewer work days. Upon working the sixth (6th) day, the employee shall be entitled pay back to the first day of temporary assignment. A temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment.

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 one (1) year. 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 Personnel 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.

16.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. 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 17

NEW CLASSIFICATIONS

17.1: The Association shall be notified in writing of a new bargaining unit classification within ten (10) working days of its effective date. The Association shall also be advised of the rate structure.

17.2: The Association shall, within ten (10) working days, provide written request to negotiate the matter or the matter will be considered resolved.

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: The check for unused sick days, when applicable, shall be paid by individual payroll check the pay period following the final regular payroll check.

18.5: 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 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. Hours 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:

- A. Serious or critical illness of their spouse, spouse's parent, child, or parent;
- B. Personal illness (physical or mental); or,
- C. Educational purposes.

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 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.

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.

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 Personnel Office.

22.3: In the event of an alleged injury, the Supervisor shall immediately contact the Personnel 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: In computing the amount of sick days to supplement Worker's Compensation, the County shall subtract from the employee's normal pay as defined in 22.4: the total Worker's Compensation paid and divide it by the employee's daily gross (before taxes) pay. The sick day amount shall be rounded off to the nearest whole or half pay.

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 County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five percent (5%) of their total wages as a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

24.3: 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.

24.4: A retiring employee 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 (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six-tenths percent (69.6%).

24.5: 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.

24.6: The County shall continue to make available a deferred compensation program to all currently employed bargaining unit members, provided a program is available.

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 probate 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 Probate 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 be entitled to utilize the resources of the Court including supplies, equipment, or personnel with 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
HEALTH, LIFE AND DENTAL CARE

26.1: Each full time employee shall be eligible to participate the comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible - \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Case Management
Precertification

The County shall have authority to select the health care plan provider, provided such coverage is comparable.

The Employer shall pay the plan cost with the following exceptions:

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC and/or SD riders plan costs.

- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until after January 1, 1986 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC and/or SD riders plan costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.

26.2: Effective January 1, 1993 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 option.

A. OPTION I

All coverages and riders subject to:
* \$100/\$200 Deductible
* 80/20 cost share of usual, reasonable and customary charges.
Precertification/Case Management
Annual Cash Rebate (Paid Bi-Weekly)
* \$200 - Single Plan
* \$335 - Two Person Plan
* \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:
* \$250/\$500 Deductible
* 80/20 cost share of usual, reasonable customary charges.
Precertification/Casemanagement
Annual Cash Rebate (Paid bi-weekly)
* \$400 - Single Plan
* \$675 - Two Person Plan
* \$830 - Family Plan

C. OPTION III

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

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

Payment shall be made in equal bi-weekly installments with the employee's paycheck. 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 identical.

26.4: All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal or near equal installments the first two (2) pay periods of 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 OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * 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: The Employer will provide a \$25,000 group life insurance plan for qualified insurance employees as the core option.

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

26.7: In order to acquire and maintain health and/or dental 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 plan provider.

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 plan costs.

26.9: On an approved leave of absence without pay, the employee may continue plan payment within the provision of the plan provider policy or forfeit plan eligibility and coverage.

ARTICLE 27

SICK DAYS AND DISABILITY INSURANCE

27.1: 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.

27.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

27.3: 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. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave to a member of the immediate family as defined and limited: spouse, child, step-child, sibling, grand parent, 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 spouse, parent or child and/or death of immediate family member.

27.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

27.5: 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.

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

27.7: 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, Social Security and/or Worker's Compensation.

27.8: 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.

27.9: 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.

27.10: 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.

27.11: The County shall implement effective January 1, 1993 the following option 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 election 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.

27.12: 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.

27.13: The employee shall be eligible to supplement disability compensation with vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary.

27.14: 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.

27.15: 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.

27.16: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

27.17: 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 or more	50%

ARTICLE 28

VACATIONS

28.1: All full time regular employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

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

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

28.4: 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.

28.5: 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.

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

28.7: 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 29

HOLIDAYS

29.1: Full time regular employees are entitled to the holidays determined by the State Supreme Court Administrator's Office.

29.2: 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.

29.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

29.4: 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 hour vacation credit.

ARTICLE 30

SERVICE RECOGNITION

30.1: Full time regular employees are eligible for a lump sum payment in recognition of their years of continual service based on the following schedule:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum payment shall not exceed</u>
5 - 9	2%	\$ 450
10 - 14	4%	\$ 900
15 - 19	6%	\$1350
20 - 24	8%	\$1800
25+	10%	\$2250

30.2: 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.

ARTICLE 31

JURY DUTY AND SUBPOENA AND WITNESS FEE

31.1: 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.

31.2: 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 32

MILEAGE ALLOWANCE AND EXPENSE REIMBURSEMENT

32.1: Employees who use their personal vehicles on business required by the Court shall be reimbursed at the maximum rate allowable by the U.S. Department of Internal Revenue.

32.2: Court approved expenses for out of County lodging and meals shall be reimbursed to the employee when attendance is at employment related activities.

ARTICLE 33
SALARY SCHEDULE

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
<u>Effective: 07/01/92</u>						
Clerk Typist I	18,920	19,214	19,507	20,166	20,827	
Clerk Typist II	19,826	20,166	20,487	21,168	21,904	
Clerk Stenographer	19,826	20,166	20,487	21,168	21,904	
Secretary	21,904	22,273	22,664	23,469	24,300	
Legal Stenographer	22,664	23,056	23,469	24,300	25,183	
Account Clerk I	19,313	19,613	19,908	20,585	21,262	
Account Clerk III	23,469	23,827	24,300	25,183	25,112	
Pub. Guard Off. Man	24,593	24,953	25,424	26,387	27,238	
Deputy Juv. Regis.	20,417	20,796	21,182	21,969	22,787	23,639
Deputy Prob. Regis.	20,417	20,796	21,182	21,969	22,787	23,639
Court Reporter	24,524	24,984	25,453	26,411	27,407	28,444
<u>Effective 07/01/93</u>						
Clerk Typist I	19,677	19,983	20,288	20,972	21,660	
Clerk Typist II	20,619	20,972	21,306	22,015	22,781	
Clerk Stenographer	20,619	20,972	21,306	22,015	22,781	
Secretary	22,781	23,164	23,570	24,407	25,272	
Legal Stenographer	23,570	23,978	24,407	25,272	26,190	
Account Clerk I	20,085	20,398	20,704	21,408	22,112	
Account Clerk III	24,407	24,781	25,272	26,190	27,157	
Pub. Guard Off. Man	25,577	25,951	26,441	27,442	28,327	
Deputy Juv. Regis.	21,234	21,628	22,029	22,848	23,699	24,585
Deputy Prob. Regis.	21,234	21,628	22,029	22,848	23,699	24,585
Court Reporter	25,505	25,983	26,471	27,467	28,503	29,582

ARTICLE 34
TERM OF AGREEMENT

34.1: This agreement shall be in effect and become operative on July 1, 1992, and shall continue in operation and effect through June 30, 1994 if either party hereto desires to terminate, modify or amend this agreement it shall, at least ninety (90) days prior to June 30, 1992 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, 1994 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/
COURT CLERICAL EMPLOYEES
ASSOCIATION

THE COUNTY OF ST. CLAIR
MICHIGAN

President

Chief Judge of Probate

Committee Person

Chairman, Board of Commissioners

Staff Representative

County Clerk

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 24
RETIREMENT

The County of St. Clair, the St. Clair County Probate Court and the St. Clair County Probate Court Clerical Employees - TPOAM hereby establish and agree that individual TPOAM bargaining unit members who are members upon the date of this Agreement, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,
2. Participating in the Modified Retirement Plan as reflected in Article 24 - Retirement of the Collective Bargaining Agreement.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable.

Employees who become subject to TPOAM representation after the date of this Agreement shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

Employees hired prior to the ratification of this Letter of Understanding shall be entitled to health care if permanently and totally disabled from employment and eligible for a disability pension. Employees hired after the date shall only be eligible for health care if they have twenty (20) years of service with the County.

FOR THE EMPLOYER

DATE: _____

FOR THE TPOAM

DATE: _____

*11/2 - 10/11
7/17/92
M.C.*

RESOLUTION 92-27

County of St Clair, Michigan

RESOLUTION APPROVING PROJECT PLAN
AS SUBMITTED BY THE ECONOMIC DEVELOPMENT
CORPORATION OF THE COUNTY OF ST. CLAIR
(The Detroit Edison Company Belle River Plant Project)

Minutes of a regular meeting of the Board of County Commissioners of the, County of St. Clair, Michigan (the "Commission"), held on July 22, 1992, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, there exists in the County of St. Clair (the "County") the need for certain programs to alleviate and prevent conditions of unemployment and to revitalize the County's economy, and to assist industrial and commercial enterprises, and to encourage the location, expansion or retention of industrial and commercial enterprises to provide needed services and facilities to the County and its residents; and

WHEREAS, a program to alleviate the aforesaid conditions has been initiated by The Economic Development Corporation of the County of St. Clair (the "Corporation"); and

WHEREAS, the Corporation in conformity with Act No. 338, Public Acts of Michigan, 1974, as amended ("Act No. 338"), has prepared and submitted a project plan (the "Project Plan"), providing all information and requirements necessary for a

refinancing project to be undertaken on behalf of The Detroit Edison Company (the "Project"); and

WHEREAS, the Boards of Supervisors of both the Charter Township of China, County of St. Clair and the Charter Township of East China, County of St. Clair have approved the Project Plan; and

WHEREAS, in conformity with Act No. 338 and the Internal Revenue Code of 1986, as amended (the "Code"), this legislative body has conducted a public hearing on the Project, the Project Plan, and the bonds in the maximum aggregate principal amount of not to exceed \$100,000,000 proposed therein to be issued by the Corporation to finance all or part of the costs of the Project (the "Bonds");

NOW, THEREFORE, BE IT RESOLVED:

1. The Project Plan, as submitted and approved by the Corporation meets the requirements set forth in Section 8 of Act 338, and is hereby approved.

2. The persons who will be active in the management of the Project for not less than one year after approval of the Project Plan have sufficient ability and experience to manage the plan properly.

3. The proposed methods of financing the Project as outlined in the Project Plan are feasible and this Corporation has the ability to arrange, or cause to be arranged, the financing.

4. The Project as submitted is reasonable and necessary to carry out the purposes of Act No. 338, and is hereby approved.

5. Issuance by the Corporation of the Bonds in an amount not to exceed \$100,000,000, in accordance with the terms set forth in

EXHIBIT A

Thomas Buckely

Mary Gillman

DE\210253.1\022767-00066

EXHIBIT A

DE210233.1022767-00066

RESOLUTION AUTHORIZING INSTALLMENT PURCHASE
OF COURT HOUSE ADDITION

COUNTY OF ST. CLAIR, MICHIGAN

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, held in said County on the 22nd day of July, 1992, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Commissioners William W. Danneels, Mary Ann Acciavatti, Judy Keegan, Frank R. Krajenke, Mary D. Mechtenbert, Audrey E. Pack, Wilf Pennington & Pat W. Quain

ABSENT: Commissioners None

The following preamble and resolution were offered by Commissioner Mary Ann Acciavatti and supported by Commissioner Patrick Quain:

WHEREAS, this Board of Commissioners has previously determined to undertake an addition to the 72nd District Courthouse located at 201 Parker Street, Marine City, Michigan (the "Courthouse Addition"); and

WHEREAS, the total cost of the Courthouse Addition, including architects and related fees is \$310,000; and

WHEREAS, R.A. Card of Port Huron, Michigan (the "Vendor") has been selected to construct and install the Courthouse Addition for a price of \$261,685 (the "Purchase Price"); and

WHEREAS, it will be in the best interest of the County to pay the Purchase Price in installments over time; and

WHEREAS, in order to pay the Purchase Price over time, it is necessary to arrange for the Vendor to assign an installment purchase agreement to a bank; and

WHEREAS, bids have been taken from several banks for assignment of said installment purchase agreement; and

WHEREAS, the bid of Michigan National Bank, Port Huron, Michigan (the "Bank") provides the lowest cost of interest to the County; and

WHEREAS, an Installment Purchase Agreement (the "Agreement") between the County, the Vendor, and the Bank for the construction and installation of the Courthouse Addition has been prepared; and

WHEREAS, pursuant to the Agreement, the County will pay the Purchase Price in thirty six (36) monthly installments, commencing not later than 60 days after the Agreement is entered into, as will be specified in the Agreement (each, a "Payment Date"), with interest payable monthly thereon at a rate equal to 4.5% per annum; and

WHEREAS, the Agreement is to be assigned to the Bank; and

WHEREAS, it is necessary to approve the Agreement and authorize the Chairman of the County Board of Commissioners and Clerk to execute the Agreement and/or certain other documentation relative thereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Agreement is hereby approved substantially in the form on file with the County Clerk. The County shall incur the debt described in the Agreement through execution of the Agreement by the officers authorized below which debt shall consist of the

Purchase Price of \$261,585, which Purchase Price shall be payable in thirty six (36) monthly installments with interest thereon at a rate of 4.5% per annum. The installments of interest shall be payable monthly, commencing not later than 60 days after the Agreement is entered into and installments of principal shall be payable monthly, commencing not later than 60 days after the Agreement is entered into.

2. The Chairman and County Clerk are hereby authorized and directed to execute the Agreement and deliver it to the Vendor, substantially in the form on file with the County Clerk with such additions, changes and modifications as shall not be detrimental to the County.

3. The useful life of the Courthouse Addition is hereby determined to be not less than twenty (20) years.

4. The Chairman and County Clerk are hereby directed and authorized to execute such additional documentation as shall be necessary to effectuate the closing of the Agreement and the assignment thereof.

5. The assignment of the Agreement by the Vendor to the Bank is hereby approved.

6. The County hereby agrees to include in its budget for each year commencing with the current fiscal year, a sum which will be sufficient to pay the principal of and interest on the Agreement coming due before the next fiscal year. In addition, the County hereby pledges to levy ad valorem taxes on all taxable property in the County each year in an amount necessary to make its debt

service payments under the Agreement, subject to applicable constitutional and statutory tax rate limitations.

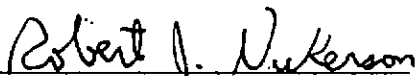
7. The County hereby designates its obligations under the Agreement as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions.

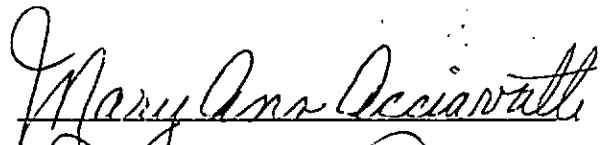
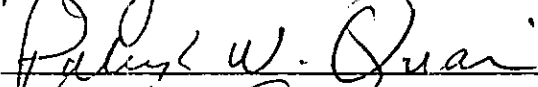

8. The County hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exemption of the interest on the obligations under the Agreement from general federal income taxation (as opposed to alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Agreement and moneys deemed to be proceeds.

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

DATED: July 22, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

CERTIFICATE

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 22, 1992 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

DEFS2\209605.1\000000-00000

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT (the "Agreement"), dated as of _____, 1992, by and between the County of St. Clair, 201 McMorran Boulevard, Port Huron, Michigan 48060, a public body corporate and politic, (the "County"), R. A. Card, _____, Port Huron, Michigan 48060, a Michigan _____, ("Card"), and Michigan National Bank, a national banking association, _____, _____, Michigan 48____, (the "Bank"), as assignee of Card, is as follows:

1. Purchase Price and Title. The County agrees to purchase and Card agrees to acquire, construct and install an addition and renovations to the existing 72nd District Courthouse and convey fee simple ownership in the same to the County, on the real property described in Exhibit "A", attached hereto and made a part hereof and the courthouse additions more fully described in the plans and specifications of _____, _____, _____, Michigan 48____, and the Proposal from Card to the County, incorporated herein by reference (the "Project"), together with all tenements, hereditaments, improvements and appurtenances thereto including the construction and installation of the courthouse additions for a purchase price of \$261,685 (the "Purchase Price"). The Purchase Price shall be payable on the dates and in the amounts described in Exhibit B attached hereto and made part hereof together with interest on the unpaid principal balance at a rate of 4.5% payable monthly commencing _____, 1992.

Interest will commence on the unpaid principal balance of this Agreement on the date the Bank deposits the sum of \$261,685 into the Escrow Fund hereunder. The payments shall first be applied to interest and then to the principal remaining unpaid hereunder. All payments by the County shall be made to the Bank, as assignee of Card. The County shall have the right to prepay any amounts owed or owing under this Agreement at any time. It is the intent of all parties hereto that upon the execution of this Agreement and the payments to Card by the Bank described in Section 2 hereof, the County shall have full and complete title to the Project with such deeds and/or bills of sale being given to the County by Card as shall be required by the County Prosecuting Attorney.

2. Assignment and Disbursement by Assignee. Card does hereby irrevocably assign and transfer this Agreement immediately to the Bank. The Bank will deposit the sum of \$261,685 into the Escrow Account established pursuant to Section 3 hereof. The County hereby agrees and consents to Card's assignment. With respect to the Bank only, the County hereby waives any defenses based upon warranty, failure or inability of Card to perform its nonassignable obligations. To the extent that funds are disbursed to Card by the Bank in accordance with the terms hereof, the County's obligations to the Bank are absolute and unconditional and shall remain in full force and effect until the entire amounts disbursed by the Bank to Card and interest thereon shall have been paid by the County to the Bank, and such obligation shall not be

affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

(a) Any failure of title with respect to the interest of Card in the Project or the invalidity, enforceability or termination of this Agreement;

(b) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;

(c) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting Card or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;

(d) To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of Card from the performance or observation of any obligation, covenant or agreement contained in this Agreement; or

(e) The default or failure of Card fully to perform any of its obligations set forth in this Agreement.

It is expressly agreed by and between Card and the

County, and the Bank, by acceptance of the assignment of this Agreement agrees, that the County shall make all payments of principal and/or interest required herein directly to the Bank.

Card represents and warrants that the assignment to the Bank of this Agreement does not violate any agreement, contract, or loan agreement to which it is a party or by which it may be bound. Anything provided in this Agreement to the contrary notwithstanding (including, without limitation, the broad reference herein to any "obligation, or agreement" by Card), it is intended and agreed that the responsibilities of Card are not limited to the express warranties set forth in this paragraph, and that the obligations of Card include, but shall not be limited to the proper construction and installation of courthouse additions and renovations for the County, together with necessary and appropriate site and utility improvements as set forth in the plans and specifications of the architect and Card's bid proposal, together with all addenda.

Bank as Escrow Agent hereby agrees to make payments to Card in accordance with payments required to be made for the acquisition, construction and installation of the Project as payment for the assignment of this Agreement. As a condition precedent to any such payments to Card, the Bank shall first have received a letter from the County, that the detailed billing for which such payment is to be made is acceptable and in conformity with this Agreement and authorizing the Bank, as

Escrow Agent to make such payment. The total number of payments to Card by the Bank as Escrow Agent shall not exceed 4 in number.

Such payments to Card by Bank are in consideration of the assignment of this Agreement to Bank as well as the performance by Card of the duties required by this Agreement, including but not limited to proper construction and installation of the Project for the County. In addition to any other rights which the County and Bank may have as a result of any Default by Card, the County shall have the absolute right to withhold approval of any payments not yet made to Card, in which event, the Bank, as Escrow Agent shall not make such payments.

3. Escrow Account. There is hereby established with the Bank, as Escrow Agent an escrow account to be denominated "County of St. Clair Escrow Account (the "Escrow Account")", into which Escrow Account there shall be deposited the sum of \$261,685 received by the Escrow Agent from Bank. The proceeds of such Escrow Account shall be used to make payments to Card in accordance with Section 2 hereof and shall be invested by the Escrow Agent only in accordance with the written directions of the County. Bank hereby consents to the County's directions for the investment of moneys in the Escrow Account in investments which, if such funds were County funds, would be lawful investments under Michigan law. Any moneys earned as a result of such investments shall remain in the Escrow Account until all payments required to be made

hereunder to Card have been made, and after such date of final payment, all sums remaining shall be forwarded to County directly by the Escrow Agent and used solely and only by County on the next interest payment date for debt service payments. In the event of a Default by Card which has not been cured or in the event of a Termination of this Agreement, then any moneys remaining in the Escrow Account shall be applied by the Escrow Agent as shall be agreed upon between Bank and the County. The Escrow Agent shall forward to the County periodic statements with respect to the Escrow Account.

4. Indemnification of Escrow Agent. To the extent permitted by law, the Escrow Agent shall be indemnified and held harmless by the County from any and all losses, costs, damages, expenses and claims, including reasonable attorney fees, which Escrow Agent may incur or sustain as a result of or arising out of this Agreement including any litigation arising from performance of its duties hereunder, and the parties hereto will pay them on demand, except for all losses, costs, damages, expenses and claims, including reasonable attorney fees, resulting from the gross negligence or willful misconduct of the Escrow Agent. Such indemnification shall survive termination of this Agreement until extinguished by any applicable statute of limitations.

5. Limitation of Liability of Escrow Agent. The duties and obligations of the Escrow Agent hereunder shall be determined solely by the express provision of this Agreement. The Escrow

Agent shall not be liable or responsible for any act done or step taken or omitted by it or any mistake of fact or law or for anything which it may do or refrain from doing, except for its gross negligence, willful misconduct or willful default or failure in the performance of any obligation imposed upon it hereunder. Escrow Agent shall not be charged with knowledge of any fact, including but not limited to performance or nonperformance of any condition, unless it has actually received written notice thereof from a party hereto or its authorized representative clearly referring to this Agreement.

The Escrow Agent may conclusively rely upon and shall be protected in acting upon any statement, certificate, notice, request, consent, order or other document submitted to it pursuant to this Agreement and shall have no duty to inquire into its genuineness, correctness, sufficiency, or validity, or to require substantiating evidence of any kind.

6. Escrow Agent's Expenses. The Escrow Agent shall only be reimbursed for all disbursements and expenses made or incurred hereunder, and only if it shall be required to perform extraordinary services not contemplated herein, shall it receive reasonable compensation therefor. The Escrow Agent shall not be required to institute or maintain litigation unless indemnified to its satisfaction for its counsel fees, costs, disbursements and all other costs, expenses and liabilities to which it may in its judgment be subjected in connection with such action.

7. Termination of Escrow Agent's Duties. The duties and

responsibilities of the Escrow Agent shall terminate upon the final payment from the Escrow Agent.

8. Disagreement. If at any time a disagreement shall exist as to the duties of the Escrow Agent under the terms hereof or a disagreement between any of the parties hereto results in conflicting or adverse claims or demands being made in connection with the escrow deposit held by the Escrow Agent hereunder, the Escrow Agent shall be entitled, at its option, to refuse to comply with any such claims or demands so long as the disagreement shall continue, and in so doing the Escrow Agent shall not become liable in any way to any person for its failure or refusal to comply with such conflicting or adverse claims or demands until: the rights of all claimants have been finally adjudicated by a court of competent jurisdiction evidenced by a certified copy of such final judgment together with written evidence that any right of appeal has expired, or a written agreement is reached by and between all disputing parties, satisfactory to the Escrow Agent, and a copy of such agreement signed by all disputing parties shall be given to the Escrow Agent.

9. Resignation/Removal of Escrow Agent. The Escrow Agent may resign as such following the giving of thirty days prior written notice to the other parties hereto. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty days prior written notice to the Escrow Agent by the other parties hereto. In either event, the duties of the Escrow Agent shall terminate thirty days after the date of

such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Account then in its possession to a Successor Escrow Agent as shall be appointed by the other parties hereto as evidenced by a written notice filed with the Escrow Agent, or if no Successor Escrow Agent has been so appointed, the then acting Escrow Agent shall deliver the balance of the Escrow Account then in its possession to the County to be held in a separate account by the County, provided, however, that if the County has not made any of its required principal and/or interest payments hereunder to Bank, such balance of the Escrow Account shall be held unapplied by Bank until the appointment of a Successor Escrow Agent.

Upon acknowledgement by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Account, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

10. Entire Agreement. This Agreement, the plans and specifications of the County's architects, Card's bid proposal, the addenda thereto and the exhibits hereto constitute the entire agreement of the parties hereto. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

11. Notices. Any declarations, notices or papers necessary and proper to enforce this Contract shall be

delivered to the County by first-class postage fully prepaid, addressed to County, Attention: County Controller and to the Bank, Attention: Vice-President at the address set forth in the recitals of this Installment Purchase Agreement or at the latest other address which may have been specified by such parties and receipted for in writing by the other party and such envelope shall be deposited in the United States Government mail.

12. Time of the Essence. Time shall be deemed of the essence of this Installment Purchase Agreement.

13. Successors and Assigns. The covenants and agreements herein shall bind the heirs, beneficiaries, assigns and successors of the respective parties.

14. Statutory Authority. This agreement is made in accordance with and pursuant to Section 46.11b of Michigan Compiled Laws, as amended.

IN WITNESS HEREOF, the parties hereto have executed this
Installment Purchase Agreement in triplicate the day and year first
above written.

Signed, Sealed and Delivered
in the presence of:

CARD CONSTRUCTION CO.

By _____

Its: _____

COUNTY OF ST. CLAIR

By _____

Chairman, County Board of
Commissioners

And by:

Its: Clerk

Approved and Agreed to by:

BANK,
as Assignee and as Escrow
Agent

By _____

Its: _____

Exhibit A

The site of the Courthouse addition is:

Exhibit B

Date _____ Principal Amount

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RESOLUTION 92-25

AUTHORIZING ISSUANCE OF LETTER OF CREDIT FOR ACCOUNT
OF COUNTY OF ST. CLAIR

WHEREAS, the County of St. Clair is the owner of certain land in the Township of Kimball, State of Michigan, which is the site of the Smiths Creek Landfill;

WHEREAS, Section 19 of Public Act 641 of 1978, as amended, requires, as a condition for continued licensing of a sanitary landfill, that a bond in the amount of One Million Dollars (\$1,000,000.00) be posted with the Michigan Department of Natural Resources;

WHEREAS, the Michigan Department of Natural Resources has authorized and agreed that a Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair may be posted in lieu of a bond;

WHEREAS, Maureen Ruff, Treasurer, County of St. Clair, executed and delivered unto Commercial & Savings Bank of St. Clair County, a Standby Letter of Credit Application and Agreement dated July 17, 1992, a copy of which is attached hereto as Exhibit "A", requesting Commercial & Savings Bank to issue a Standby Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair;

WHEREAS, Commercial and Savings Bank has requested a Resolution of this Board in support of the procurement of said Irrevocable Letter of Credit and to authorize, ratify and confirm the actions of the County of St. Clair and of Maureen Ruff, Treasurer, County of St. Clair, in procuring said Irrevocable Letter of Credit, including but not limited to the execution and delivery of said Standby Letter of Credit Application and Agreement unto Commercial and Savings Bank.

NOW, THEREFORE, BE IT RESOLVED, that:

1) The execution and delivery of that certain Standby Letter of Credit Application and Agreement dated July 17, 1992 by Maureen Ruff, Treasurer, County of St. Clair, unto Commercial and Savings Bank and the procurement of Irrevocable Letter of Credit from Commercial and Savings Bank in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair, and any and all liabilities and obligations of the County of St. Clair arising under or pursuant to the foregoing, are hereby authorized, ratified and confirmed by this Board, and the full faith and credit of the County of St. Clair is hereby offered in support of said Letter of Credit.

2) All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: July 22, 1992

Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Judith A. Keegan
William W. Venninger
Mary Ann Acciaratti

Standby Letter of Credit Application and Reimbursement and Security Agreement

TO: THE COMMERCIAL & SAVINGS BANK OF ST. CLAIR COUNTY, ST. CLAIR, MI.

Date **7-17-92**

Please issue an irrevocable Letter of Credit as set forth below:

Bank Use Only -> L/C Number **175**

Name of (Beneficiary-Complete Name and Address)

Michigan Department of Natural Resources
P.O. Box 30028
Lansing, Mi 48909

For Accounts of (Applicant Name and Address)

County of St. Clair
County Building
201 McMorran Blvd
Port Huron, Mi 48060

Original L/C to be Sent to:

- Beneficiary
 Ourselves (Applicant) Other:

Amount and Name of Currency

One Million and No/100 US Dollars

Drafts must be presented for negotiation or
or presented to drawee on or before -> (Expiry Date) **8-4-94**

Send By Courier Brief Cable + Airmail
 Airmail Full Cable

Available by drafts at sight drawn, at your option, on yourselves
or your correspondent. (You may waive requirements for draft.)

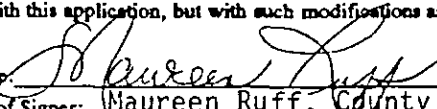
When accompanied by the following documents (if any):

- (Please refer to attached suggested format for this credit)
 (To be issued as per your suggested format, a copy of which has been delivered to us and
which is made an integral part of this application the same as if fully detailed herein.)
 (Other:) Describe

Other Instructions:

- Partial Drawings are are not permitted.
 Charge our account for your fees/commissions/expenses.
 Invoice us for your fees/commissions/expenses.
 All charges, other than your own, are for beneficiary's account.
In case of need contact:
Name: **Maureen Ruff** Phone: **985-2295**

This Application is made pursuant to the Standby Letter of Credit Reimbursement and Security Agreement Terms and Conditions which appear as part of this form and apply to this application and the credit issued pursuant hereto, receipt of which Terms and Conditions is hereby acknowledged. The credit may be issued containing such terms as are in accordance with this application, but with such modifications as you, in your sole discretion, may deem advisable without variance from the principle terms hereof.

Authorized Signature: 
Printed Name/Title of Signer: Maureen Ruff, County Treasurer

**Standby Letter of Credit - Reimbursement and Security Agreement
Terms and Conditions**

1. Obligation of Bank to Issue Credits

Except for a contrary provision in the application for Letter of Credit ("Credit"), the terms and conditions herein set forth shall apply to issuance of the Credit, provided, until issuance of said Credit, you shall be under no obligation to issue the same.

2. Obligation to Pay

(a) Drafts or Acceptances

As to drafts or acceptances drawn or purporting to be drawn under the Credit, we agree: (i) in the case of each sight draft, to reimburse you at your office, on demand, the amount paid on such drafts, or, if so demanded by you, to pay to you at your office in advance the amount required to pay such draft; and (ii) in case of each acceptance, to pay to you, at your office, the amount thereof, on demand, but in no event later than maturity, or, in case the acceptance is not payable at your office, then in time to reach the place of payment at maturity. As to drafts or acceptances which are payable in other than U.S. Currency to pay or reimburse you, on demand, in U.S. Currency the equivalent of the amount paid or estimated by you to be paid, at your current rate of exchange as of the date of payment or at the date of transmission by you for cable transfers to the place of payment where and in the currency in which draft or acceptance is payable, or if there is no such rate at said time, then at such rate as you may fix.

(b) As to documents presented for payment at sight pursuant to the credit, without drafts, we agree our obligation thereunder shall be the same as though sight drafts had been presented or accompanied such documents.

(c) Commissions, Charges, Expenses, Fees and Interest

We agree to pay you on demand such commission based on the amount of the credit as is your then current scheduled charges for the particular credit and all charges and expenses paid or incurred by you including, without limitation, FDIC Assessments and the cost of maintenance of required reserves, if any (including expenses of collection, litigation or of exercise of your rights hereunder as to security or otherwise and legal fees) and interest on the amount of any payment made by you under the credit and not reimbursed by us as herein provided (plus interest on commissions, charges and expenses not so reimbursed) at the rate of 3% per annum more than the prime rate announced by you as the prime rate for your commercial loans then in effect (which prime rate may not necessarily be the lowest rate charged by you to any of your customers), but not an amount greater than is allowable under the laws of the State of Michigan.

(d) Increased Costs

If any change in any law or regulation or in the interpretation thereof by any court or administrative or governmental authority charged with the administration thereof shall either (a) impose, modify or deem applicable any reserve, special deposit or similar requirement against letters of credit issued by, or assets held by, or deposits in or for the account of, the Bank or, (b) impose on the Bank any other condition regarding this Agreement or the Letter of Credit, and the result of any event referred to in clause (a) or (b) of this section shall be to increase the cost to the Bank of issuing or maintaining the Letter of Credit then, the applicant shall immediately pay to the Bank, upon demand all additional amounts necessary to compensate the Bank for such increased costs incurred by the Bank. A certificate as to such increased costs incurred by the Bank as a result of any event mentioned in clause (a) or (b) shall be submitted by the Bank to the applicant and shall be conclusive as to the amount owing under this section.

(e) Advice From Correspondents

Telegraphic or other notice from your correspondent or agents of payment, acceptance, or other action under the Credit shall be presumptive evidence of our liability hereunder to reimburse you.

3. Administration of Credit

(a) "Uniform Customs and Practices for Documentary Credits"

The "Uniform Customs and Practice for Documentary Credits, 1983 revision, ICC Publication No 400," or the most current publication thereof, of the International Chamber of Commerce (copy of which is available from you at our request) shall govern the rights and liabilities of you and us hereunder to the same effect as if stated word for word herein, and the Credit issued hereunder shall be subject to, and be governed by, the provisions of said uniform customs and practices unless the context of this agreement shall be contrary thereto, or in addition thereto, in which event any contrary or additional obligation or liability of us hereunder shall be as stated herein and your rights, obligation or liability as stated herein shall each govern notwithstanding the provisions of said uniform customs and practices which shall be thereby deemed to be superseded and not applicable to the extent of such contrary or additional provisions of this agreement, but not otherwise.

(b) Draft Less Than Credit Amount

Unless written instructions have been specifically given you to the contrary, a draft for less than the Credit may be honored.

4. Security Interests

As security for the prompt payment of all our obligations and liabilities hereunder, and in addition to any other security given to you by separate agreement, you are hereby granted a continuing security interest in and, the right to possession and disposition of, all property shipped, stored or dealt with in connection with the Credit, or the drafts drawn thereunder, and to all drafts, documents or instruments or contracts (including shipping documents or warehouse receipts or policies or certificates of insurance) or inventory or accounts or chattel paper or contract rights or general intangibles, arising from or in connection with this Credit, regardless of whether such property or documents or instruments, or other security herein described, are in your actual or constructive possession, or in transit to you, your agents, or correspondents, and the proceeds thereof, and we hereby further grant you a right of set-off upon all deposits and credits with you until our obligations or liabilities to you have been paid and discharged. We agree that this Agreement may be filed as a financing statement or that we will execute such financing statements or other documents or writings as shall be necessary, in your judgment, to perfect or maintain your security interest, as aforesaid, and to pay all cost of filing. We also agree you may execute on our behalf such financing statement and we do irrevocably appoint you as our attorney in fact for such purpose. You shall have all rights and remedies of a secured party under the Uniform Commercial Code of Michigan and you shall give us five (5) days prior written notice to the time and place of any sale upon exercise of your right to sale, public or private, before or after maturity, unless such security is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. You may discount, settle, compromise or extend any obligation, constituting such security, and sue thereon in your name. You shall not be liable for failure to collect or demand payment of, or protest or give notice

of, or non-payment of, any obligations, included in such security or part thereof, or for any delay, nor shall you be under any obligation to take any action in respect of such security, including any obligation to file, record or maintain or establish the validity, priority, or enforceability of your rights in or to the security. Any property or documents representing security hereunder may be held by you in your name or your nominee's name, all without notice and whether a Default exists, or not. Proceeds of sale or transfer of the security shall be applied, in order, to expenses of retaking, holding, preparing for sale, and the reasonable attorney fees and legal expenses incurred or paid by you, and then, to our obligation hereunder until paid in full.

5. Default

We shall be in Default under this agreement upon occurrence of any one of the following:

- (a) Failure to perform or observe any of the terms and conditions hereof; or
- (b) Failure to pay, when due, whether upon demand or otherwise, any amounts due hereunder; or
- (c) Any warranty representation or statement made to or furnished you is untrue in any material respect; or
- (d) The loss, theft, destruction, sale or encumbrance of any part or all of the security for this agreement; or
- (e) The death, incapacity, insolvency, dissolution, termination of existence, suspension of business or if a receiver is appointed for any part of our property, or if we make an assignment for the benefit of creditors, or upon the commencement of bankruptcy or insolvency proceedings by or against us, or upon the issuance or service of any levy, lien, writ of attachment or garnishment or execution or similar process against us, or any of our property; or
- (f) Failure to pay, when due, any tax; or
- (g) If, in your sole opinion, our financial responsibility is impaired; or
- (h) Any event occurs which results or could result in the acceleration of the maturity of any of our indebtedness to you or to others under any note, agreement or undertaking, in which event you shall have the right to take possession of the security given herein, set-off against same, or the rights of a secured creditor, with or without process of law, and foreclose, sell or otherwise liquidate the security both as herein provided and as provided in the Uniform Commercial Code of the State of Michigan.

6. Modification of Credit

All extensions including extensions of maturity or time for presentation of drafts, acceptances or documents, or renewals of the credit or increase or other modification of the terms hereof, or a temporary advance or acceptance or loan in connection with the credit, with or without further documentation or notice or agreement, shall continue to be governed by this agreement.

7. Waiver

No delay on your part in the exercise of any of your rights or remedies shall operate as a waiver, nor shall any single or partial waiver, or any right or remedy preclude any other further exercise thereof, or the exercise of any other right or remedy, and no waiver or indulgence by you of any default shall be effective unless in writing and signed by you, nor shall a waiver on any one occasion be construed as a bar, or waiver of, any such right on any future occasion.

8. Governing Law

This agreement, and the validity and enforceability thereof, shall be governed by, and construed in accordance with, the laws of the State of Michigan.

9. Binding Effect

Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof. This agreement shall inure to the benefit of and be enforceable by you, your successors or assigns.

10. Construction

The words (we) (our) and (us) shall be read, if the undersigned be an individual, as (I, my and me) as the case may be and bind jointly and severally the two or more of us executing this agreement, and any obligor, maker, endorser, acceptor, surety or guarantor or other party having an obligation hereunder. Time is of the essence of this agreement.

11. Participant

You may sell all or any part of your liability hereunder to a participant bank. The terms "you" and "your" shall refer to The Commercial and Savings Bank and the participant bank, if any. Our obligation to you and the participant bank shall be to each of you until our obligation hereunder shall be paid or otherwise be satisfied or expire, and the participant bank shall be subrogated to your rights hereunder against us upon its payment to you of its liability to you hereunder.

12. Damages

Your liability, if any, for your negligence, acts of omission or otherwise shall be limited to direct actual damages, but without liability for general, punitive or special damages or other consequential damages resulting therefrom.

County of St. Clair

BY 
PRINTED NAME: Maureen Ruff
TITLE: County Treasurer



The Commercial and
Savings Bank of
St. Clair County

St. Clair Office
200 South Riverside
St. Clair, MI 48079
(313) 329-2244

COPY

IRREVOCABLE LETTER
OF CREDIT NO. 175
DATED: AUGUST 4, 1992

MICHIGAN DEPARTMENT OF
NATURAL RESOURCES
P.O. BOX 30028
LANSING, MICHIGAN 48909

SMITHS CREEK LAND FILL

FACILITY NAME

DIRECTOR OF DEPARTMENT OF
NATURAL RESOURCES

COUNTY OF ST. CLAIR

COUNTY

WE HEREBY ISSUE OUR IRREVOCABLE LETTER OF CREDIT NO. 175 IN YOUR FAVOR, ON BEHALF OF COUNTY OF ST. CLAIR, COUNTY BUILDING, 201 MCMORRAN BLVD., PORT HURON, MI 48060, HEREINAFTER KNOWN AS THE COUNTY, FOR A SUM OF \$1,000,000.00 (ONE MILLION AND 00/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT DRAWN ON OUR INSTITUTION, THE COMMERCIAL AND SAVINGS BANK OF ST. CLAIR COUNTY, 200 S. RIVERSIDE ST. CLAIR, MI 48079, MARKED "DRAWN UNDER COMMERCIAL AND SAVINGS BANK LETTER OF CREDIT NO. 175 DATED AUGUST 4, 1992". DRAFTS DRAWN HEREUNDER MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENT(S):

- 1) YOUR SIGNED STATEMENT AS FOLLOWS: "I (DIRECTOR) CERTIFY THAT I HAVE ISSUED A NOTICE OF VIOLATION TO COUNTY OF ST. CLAIR ("THE COUNTY") INDICATING THAT THE COUNTY HAS FAILED TO PROPERLY EXECUTE ITS CLOSURE/POST-CLOSURE RESPONSIBILITIES OF THE SOLID WASTE DISPOSAL FACILITY KNOWN AS SMITHS CREEK LAND FILL, 6779 SMITHS CREEK ROAD, SMITHS CREEK, MICHIGAN 48074."

AND

- 2) A COPY OF THE NOTICE OF VIOLATION ADDRESSED TO COUNTY OF ST. CLAIR AS REFERRED TO IN DOCUMENT NO. 1.

OR YOUR SIGNED STATEMENT AS FOLLOWS: "I (DIRECTOR) CERTIFY THAT THE COUNTY OF ST. CLAIR HAS FAILED TO PROVIDE THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES WITH AN EXTENSION OF COMMERCIAL AND SAVINGS BANK LETTER OF CREDIT NO. 175 OR WITH AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT OR OTHER ACCEPTABLE FINANCIAL ASSURANCE NOT LESS THAN (60) DAYS PRIOR TO THE EXPIRATION DATE OF COMMERCIAL AND SAVINGS BANK LETTER OF CREDIT NO. 175."

<<< CONTINUED ON NEXT PAGE >>>



**The Commercial and
Savings Bank of
St. Clair County**

St. Clair Office
200 South Riverside
St. Clair, MI 48079
(313) 329-2244

OUR REF. NO. 175

PAGE 2

THIS LETTER OF CREDIT IS ISSUED TO PROVIDE FINANCIAL ASSURANCE TO THE STATE OF MICHIGAN, DEPARTMENT OF NATURAL RESOURCES FOR CLOSURE/POST-CLOSURE OF THE SOLID WASTE DISPOSAL FACILITY KNOWN AS SMITHS CREEK LAND FILL, 6779 SMITHS CREEK ROAD, SMITHS CREEK, MICHIGAN 48074.

PARTIAL DRAWINGS ARE PERMITTED. THIS ORIGINAL LETTER OF CREDIT MUST BE SUBMITTED TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 400.

WE ENGAGE WITH YOU THAT EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON DELIVERY OF THE DOCUMENTS AS SPECIFIED IF PRESENTED AT THIS OFFICE ON OR BEFORE AUGUST 4, 1994.

VERY TRULY YOURS,

PDL

PAUL D. LYDY
VICE PRESIDENT
AUTHORIZED SIGNATURE

RESOLUTION 92-24

ADOPTING THE FINAL ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE
DISTRICT PLAN FOR ST. CLAIR COUNTY, MICHIGAN

WHEREAS, the Emergency Telephone Service Enabling Act (Act Number 32, Public Acts of 1986, as amended) has been enacted by the Michigan State Legislature to provide for the establishment of universal emergency telephone districts to install, operate and maintain 9-1-1 systems in Michigan; and

WHEREAS, St. Clair County has acknowledged the need for the implementation of an enhanced 9-1-1 emergency telephone system for the County; and

WHEREAS, on March 25, 1992, the St. Clair County Board of Commissioners adopted a Tentative 9-1-1 Emergency Telephone Service District Plan for St. Clair County; and

WHEREAS, the St. Clair County Board of Commissioners believes an Enhanced 9-1-1 Telephone System benefits the citizens and any visitors of St. Clair County by providing a uniform, well known emergency number for their use.

NOW, THEREFORE BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts and approves the "Final Enhanced 9-1-1 Emergency Telephone Service Plan for St. Clair County", consistent with the emergency telephone service enabling act, as amended.

BE IT RESOLVED, that the Chair of the Board of Commissioners and the County Administrator be duly authorized to notify the telephone service providers of the adoption of the final plan and request system design and implementation be started and that they also be authorized to acknowledge any of the documents necessary for this purpose.

BE IT FURTHER RESOLVED, that the Sheriff's Director of Communications be designated as the County's 9-1-1 Coordinator and that an implementation group representing each Public Safety Answering Point be developed under his direction to coordinate day to day aspects of the implementation.

DATED: July 22, 1992

REVIEWED AND APPROVED BY:

Robert J. Mickerson
ROBERT J. MICKERSON
CORPORATION COUNSEL
301 County Building
Port Huron, MI 48060

Francis R. Rojenski
Audrey E. Pack
Mary Mack-Haley
Mary Ann Geciarvath
Walter W. Cunningham
Judith A. Keegan

E N H A N C E D 9-1-1
E M E R G E N C Y T E L E P H O N E S Y S T E M

ST. CLAIR COUNTY
EMERGENCY TELEPHONE SERVICE DISTRICT FINAL PLAN

9-1-1 SERVICE PLAN ST. CLAIR COUNTY, MICHIGAN

Public Act 32 of 1986, as amended by Public Act 36 of 1989, provides for the St. Clair County Board of Commissioners to create an emergency telephone district within their county by adopting a "9-1-1 Service Plan". A "9-1-1 Service Plan" means a plan for implementing a 9-1-1 system in a specified service district and which addresses the following system considerations:

1. Technical considerations of the service supplier including equipment for facilities that would be used in providing emergency telephone service.
2. Operational considerations including the designation of Public Safety Answering Points (PSAP's) and the manner in which 9-1-1 calls will be processed, the dispatch functions performed and information systems utilized.
3. Managerial considerations including the organization and agreements necessary to control technical, fiscal and operational aspects of the emergency telephone service.
4. Fiscal considerations including projected recurring and non-recurring costs with a financial plan for implementing the system.

I. TECHNICAL CONSIDERATIONS

- A. The 9-1-1 system for St. Clair County will include the following service features:
 1. Selective Routing (SR)
 2. Automatic Number Identification (ANI)
 3. Automatic Location Identification (ALI)
- B. The St. Clair County 9-1-1 Emergency Telephone Service District shall include all areas within the County which are served by the following telephone wire centers:

MICHIGAN BELL TELEPHONE

Port Huron, North
Port Huron, Main
Marysville
St. Clair
Marine City
Algonac
Harsens Island

GENERAL TELEPHONE

Smiths Creek
Avoca
Capac
Emmett
Goodells

C. Areas within St. Clair County served by the following telephone wire centers shall remain a part of adjoining county's 9-1-1 service district:

1. Michigan Bell Telephone

- a. Armada.....Macomb County
- b. New Baltimore...Macomb County
- c. New Haven.....Macomb County

2. General Telephone

- a. Almont.....Macomb County
- b. Brown City.....Sanilac County
- c. Jeddo.....Sanilac County
- d. Memphis.....Macomb County
- e. Richmond.....Macomb County
- f. Yale.....Sanilac County

D. Michigan Bell Telephone and GTE North (General Telephone) will coordinate all necessary technical considerations which include design, installation, maintenance and interface of the St. Clair County Enhanced 9-1-1 Emergency Telephone Network. This shall be done in accordance with all current Michigan Public Service Commission tariffed rates, rules and regulations; and Public Act 32 of 1986, as amended.

II. Operational Considerations

A. Each "public agency" in St. Clair County which decides to participate in the St. Clair County 9-1-1 Service Plan shall designate a public safety answering point (PSAP) and the manner in which calls will be processed.

B. The following "Public Safety Agencies" shall serve as a Primary Public Safety Answering Point.

- 1. St. Clair County Sheriff Dispatch Center
- 2. City of Port Huron Communications Center
- 3. Clay Township/Algonac Dispatch Center

C. The following "Public Safety Agencies" shall serve as an Alternate PSAP. The sole purpose of this Alternate PSAP is to serve as an emergency backup to Primary PSAP's.

- 1. St. Clair County MEDCOM

D. Public Safety Agencies located within adjoining counties may desire to become PSAP's for portions of telephone wire centers included in the St. Clair County 9-1-1 Emergency Telephone District that overlap into adjacent counties.

1. These public safety agencies may become a PSAP or a Secondary PSAP by filing a notice of intent to operate as such with the St. Clair County Clerk's office pursuant to Public Act 32, as amended.
 2. Non-recurring and recurring costs associated with these PSAP's or Secondary PSAP's will be funded by Public Act 32, as amended, to the extent permitted by law. All telephone company customers within the affected exchanges will pay the surcharges as a result of the plan.
 3. Public Act 32, as amended, requires each public agency operating a PSAP to pay for all terminal equipment, installation, and annual recurring charges associated with this equipment.
 4. These PSAP's may have "voice-only" as opposed to a "fully-featured" PSAP with 9-1-1 display equipment.
- E. A "public agency" may designate another "public agency" as it's PSAP only upon mutual agreement. The public safety agency acting as the PSAP must accept the responsibility for either dispatching the appropriate emergency service resources in the area, or transferring 9-1-1 calls received to a public safety agency that is responsible for dispatching such resources. All mutual agreements must be in writing and copy of the agreement filed with the respective PSAP.

III. Managerial Considerations

- A. A public safety agency which decides to operate a PSAP is responsible for the management of the following:
1. Dispatch Center operations
 2. Personnel required
 3. Equipment required
 4. Level of service and training
- B. The County, through the St. Clair County Sheriff's Department, will be responsible and consistent with Public Act 32 of 1986, as amended by Public Act 36 of 1989, assure the appropriate, timely implementation and maintenance of the county-wide E 9-1-1 system established by the St. Clair County Service Plan. Such activities may include, but are not necessarily limited to:
1. System-wide planning
 2. Coordination of implementation
 3. Providing resource information
 4. Liaison between entities involved
 5. Payment of approved system charges

C. All public agencies included within this Enhanced 9-1-1 Service Plan acknowledge that the rates, rules and regulations of the Michigan Public Service Commission's 9-1-1 tariff now in effect, or hereafter established, govern the provision of 9-1-1 service by Michigan Bell Telephone and GTE North (General Telephone).

D. Training

Each public safety agency which operates a Public Safety Answering Point (PSAP) shall be required to develop and implement a training policy and program that is consistent with currently established guidelines for Public Safety Dispatch training procedures. These policies shall meet or exceed all recognized state standards and requirements for training.

Training standards are to be uniform and consistent among PSAP agencies in this plan; and with respect to any of the medical related policy and/or procedures; shall comply with standards recognized and as are adopted by St. Clair County Medical Control Authority, pursuant to the Michigan Department of Public Health's regulations and standards.

To verify uniformity of these training programs, they are to be reviewed by the county's 9-1-1 coordinator prior to implementation and use.

Costs of this training will be supported with revenues from the user fee placed on telephone bills and allocated to each PSAP in the plan.

IV. Fiscal Considerations

A. Estimated Network Costs

PA 32 of 1986, as amended by PA 36 of 1989 and PA 196 of 1991, permits non-recurring start-up costs and annual recurring costs to be paid by telephone subscribers, up to an established cap.

The maximum rate that can be charged is based upon a 4% cap for recurring charges and a 5% cap on non-recurring charges of the highest residential service rate in the service district.

The highest residential rate in St. Clair County at this time is \$12.19 per month, with an approximate breakdown of \$.40 to \$.45 per month for non-recurring charges and \$.20 to \$.25 per month for recurring charges. This develops a total maximum charge of \$.60 to \$.70 per subscriber, per month.

Accordingly, Public Act 32 of 1986, as amended, if 9-1-1 service supplier charges exceed the monthly caps which are established by the act, the service supplier will bill the remaining costs to St. Clair County.

B. PSAP Operational Costs

Public Act 196 of 1991 allows charges for non-network technical equipment and other costs directly related to the operation of a PSAP to be included on the telephone service user's monthly statement. A charge up to 4% of the highest monthly flat rate for 1 party service can be authorized by the Board of Commissioners. An additional 16% can be authorized by a vote of the general public.

Equipment required at a fully-featured Enhanced 9-1-1 primary PSAP under this 9-1-1 service plan includes:

1. ANI and ALI displays
2. ANI master and auxiliary controllers
3. Other associated equipment

ANI and ALI display show automatic number identification and automatic location information at the PSAP. The displays may be purchased or leased from any approved vendors.

C. Secondary PSAP Equipment Cost

1. Secondary PSAP's may have "voice-only" equipment which means they would not incur the costs listed above for ANI or ALI display equipment.
2. Secondary PSAP's that desire fully featured enhanced 9-1-1 equipment would have to consider the cost of ANI and ALI equipment described in item B, above.

D. Fiscal Policy

1. Any public safety agency or private safety entity which operates a PSAP under this plan is responsible for the following fiscal matters.
 - a. Procurement, installation, maintenance and the replacement of PSAP equipment in accordance with the County plan.
 - b. Payment for any additional PSAP equipment and/or program features as determined by the agency.
2. Portions of PSAP operational costs are to be covered by exercising provisions of Public Act 196 of 1991; utilizing the 4% telephone operational charge placed on regular billings of the service suppliers and

remitted to the county by the service supplier. The provisions of Public Act 196 of 1991 shall apply to these charges.

3. St. Clair County shall, on cost recovery basis administer receipt and disbursement of funding and/or any equipment directly received and/or acquired as a result of funding from operational charges allowed under Public Act 196 of 1992. A distribution formula consistent with each of the PSAP's telephone access line count, as furnished by the service providers.

E. Telecommunications Service Priority Restoration (TSP)

St. Clair County shall voluntarily apply for necessary Telecommunications Service Priority Restoration Authorizations from the National Communications System for all 9-1-1 circuits from telephone central office locations to designated primary and secondary Public Safety Answering Points identified in this plan.

St. Clair County authorizes the network provider to collect the appropriate amount by tariff to cover the cost of maintenance of this restoration status and charge the costs as part of the recurring technical charges.

V. Attachments

- A. Definitions / Glossary of Terms
- B. Telephone Exchanges Involved
- C. Map of St. Clair County Wire Centers
- D. Current Public Safety Access Numbers
- E. Project Implementation Schedule Outline
- F. Public Act 32, as amended. (PA 32, PA 36 & PA 196)
- G. Public opinion telephone survey
- H. Notice of Intent to Operate as a PSAP

RESOLUTION 92-23

ENDORISING THE CANADIAN NATIONAL RAILWAY'S PLANS
TO CONSTRUCT A NEW RAIL TUNNEL CROSSING THE ST. CLAIR RIVER

WHEREAS, the Canadian National Railway announced plans last year for the construction of a new river rail tunnel crossing the St. Clair River, linking Port Huron, Michigan and Sarnia, Ontario; and

WHEREAS, the new tunnel will be wider, taller and longer than the existing river rail tunnel enabling the transport of the larger double stack rail cars and automobile carriers; and

WHEREAS, without a new river rail tunnel, transport of the larger rail cars will continue by the more costly and time consuming barges; and

WHEREAS, the greatly increased capacity of the new tunnel will facilitate and promote increased free trade and commerce between the United States and Canada, greatly benefiting St. Clair County's economic condition; and

WHEREAS, construction of the \$155 million tunnel is scheduled to begin April 1993, take eighteen (18) months to complete, employ approximately 250 skilled workers, and create numerous long-term jobs; and

WHEREAS, the Canadian National Railway selected the Port Huron-Sarnia location for the new river tunnel because the economical right-of-way and construction costs make this the most cost effective site for the railroad, and the successful operation of the current 100 year old tunnel; and


WHEREAS, the decision of the most economical location for this entirely privately financed venture should be left to the railroad without interference of regional partisan politics.

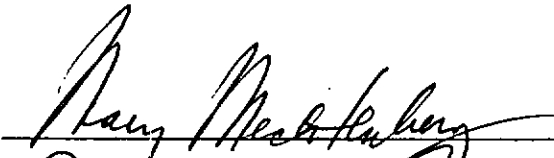
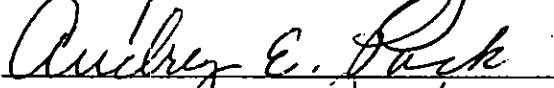
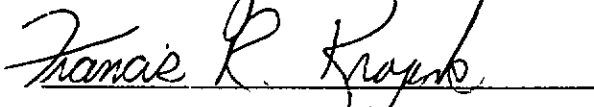


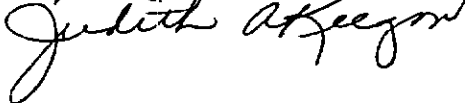
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby:

1. Strongly support the decision of the Canadian National Railway to build a new river rail tunnel in Port Huron-Sarnia, and encourage them to move forward with the project as planned.
2. Strongly encourage and endorse the efforts of our local State Legislators to remove a current amendment to the proposed 1993 Michigan Department of Transportation budget that would prohibit spending State money on any activity associated with the Port Huron-Sarnia Rail Tunnel project.

DATED: June 24, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
COUNTY CORPORATION COUNSEL
301 County Building
Port Huron, MI 48060

RESOLUTION 92-62

ESTABLISHING SURCHARGE FOR NON-SUFFICIENT
FUNDS CHECKS
AMENDING RESOLUTION 86-46

WHEREAS, the County of St. Clair by and through its various offices and departments has continuing occasion to receive payment by check for various fees, licenses, taxes and other purposes.

WHEREAS, a certain number of the checks so received are returned because there does not exist in the account upon which the check is drawn sufficient funds to cover the amounts specified thereon.

WHEREAS, the return of these checks imposed an additional administrative burden on the various offices and departments for processing, accounting, and adjustment of records.

WHEREAS, it is reasonable and equitable that the costs of this additional processing should not be borne by the taxpayers at large, but rather by the party responsible therefor.


WHEREAS, Public Act 156 of 1851 as amended, being MCLA 46.11; MSA 5.331, provides that the Board of Commissioners is responsible for the care and management of the property and business of the county and is authorized to establish rules and regulations to effect this purpose.


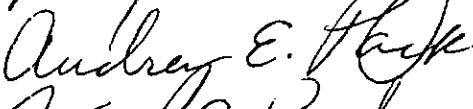
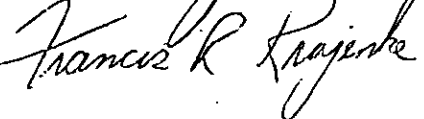
NOW, THEREFORE, BE IT RESOLVED:

1. A surcharge of fifteen (\$15.00) dollars shall be assessed against any individual, businesses, or corporate entities who are responsible for tendering checks which are returned for non-sufficient funds, and,
2. The heads of all departments and offices within the County government who are charged with the administration thereof, are hereby directed to implement procedures for the collection of the surcharge.
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

RESOLUTION 92-72

AMENDING RESOLUTION 92-59

ESTABLISHING COMPENSATION TO BE PAID
TO MEMBERS OF 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 1993:

A. Member, Road Commission	\$ 3,936
B. Chairperson, Road Commission	\$ 5,174

2) That the following schedule is hereby adopted reflecting the compensation for the officials named herein, for the year 1994:

A. Member, Road Commission	\$ 4,088
B. Chairperson, Road Commission	\$ 5,373

3) The Members of the St. Clair County Road Commission shall be paid a "Per Diem Rate" of \$25.00 per meeting with a maximum of 34 total meetings including attendance at authorized conferences.

4) That effective January 1, 1993 Members of the Road Commission are included in the new provisions of the St. Clair County Employees' Retirement System outlined in Board of Commissioners amended Resolution 92-69 dated December 16, 1992

5) Members of the St. Clair County Road Commissioners shall only be eligible for specified benefits as authorized by official action of the St. Clair County Board of Commissioners.

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

DATED: December 16, 1992

Reviewed and approved by:

Robert J. Nickerson (S) PK1
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Randy Mecklenburg
Audrey E. Pack
Francis R. King

RESOLUTION 92-71

AMENDING RESOLUTION 92-58

ESTABLISHING COMPENSATION FOR
ST. CLAIR COUNTY BOARD OF COMMISSIONERS

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at its annual October business session, to set the compensation to be paid to the successor Board; 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 is hereby adopted reflecting the compensation to be paid to Commissioners effective for the year 1993, effective January 1, 1993.

- | | |
|---|--|
| A. Chairperson,
Board of
Commissioners | \$11,024 plus \$40.00 for Board
of Commissioner meeting chaired,
and \$30.00 per authorized
meeting attended. |
| B. Vice-Chairperson,
Board of
Commissioners | \$7,904 plus \$30.00 per
authorized meeting attended by
the Vice-Chairperson, and
\$40.00 per Board of Commissioner
meeting chaired by the Vice-
Chairperson, and \$35.00 per
Committee meeting chaired by the
Vice-Chairperson |
| C. Member, Board of
Commissioners | \$7,280 plus \$30.00 per
authorized meeting attended by
a Commission Member and \$35.00
per Committee Meeting chaired
by a Committee Member |

2) that the following schedule is hereby adopted reflecting the compensation to be paid to Commissioners for the year 1994 effective January 1, 1994.

- | | |
|---|---|
| A. Chairperson,
Board of
Commissioners | \$11,448 plus \$40.00 for Board
of Commissioner meeting chaired,
and \$30.00 per authorized
meeting attended. |
| B. Vice-Chairperson,
Board of
Commissioners | \$ 8,208 plus \$30.00 per
authorized meeting attended by
the Vice-Chairperson, and
\$40.00 per Board of Commissioner
meeting chaired by the Vice-
Chairperson, and \$35.00 per
Committee meeting chaired by the
Vice-Chairperson |

RESOLUTION 92-70

AMENDING RESOLUTION 92-53

REGARDING THE ELECTED AND APPOINTED OFFICIALS AND
NON-AFFILIATED EMPLOYEES OF THE COUNTY OF ST. CLAIR
RELATIVE TO
THE ST. CLAIR COUNTY EMPLOYEES RETIREMENT SYSTEM

WHEREAS, Elected and Appointed Officials and regularly scheduled full time Non-affiliated employees of the County of St. Clair are subject to the St. Clair County Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has authority and responsibility to establish terms, conditions and policy regarding the participation of Elected and Appointed Officials and regularly scheduled full-time Non-affiliated employees in the Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employees' Retirement System.

NOW, THEREFORE, BE IT RESOLVED, that Elected and Appointed Officials and regularly scheduled full-time Non-affiliated employees shall be eligible to participate in the St. Clair County Employees' Retirement System as follows:

1. Elected and Appointed Officials who were previously members and who maintained contributions in the St. Clair County Employees' Retirement System prior to January 1, 1993, shall be entitled to select one of the following options:

Regularly scheduled full time Non-affiliated employees hired or rehired prior to January 1, 1993 who were previously members and who maintained their contributions in the St. Clair County Employees' Retirement System, shall be entitled to select one of the following options:

a. Historic Plan

- i. A final average compensation based on 2% a year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
- ii. Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.

b. Modified Plan

- i. A final average compensation based on the best five (5) of the last ten (10) years of service, in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Percentage</u>	<u>Application</u>
1-10	1.75%	Accumulative
11-19	2.00%	Accumulative
20-24	2.00%	Retroactive to first year
25-29	2.40%	Retroactive to first year


- ii. Maximum final average compensation at 69.6% for 29 years of service.
- iii. Eligibility for health care upon attaining twenty (20) years of service.
- iv. Each employee eligible to exercise an option shall be provided an election form by the County. The employee shall submit their executed election form on or before April 1, 1993. Failure to submit an election form shall result in the employee being subject to the Modified Plan. An employee's election shall be irrevocable.

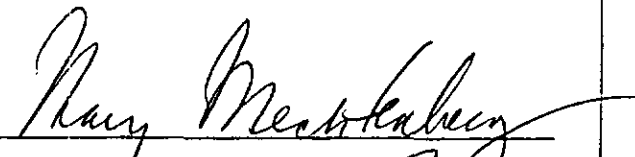
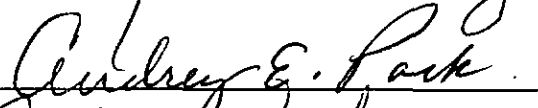
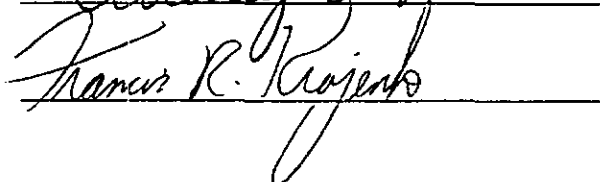
2. Elected and Appointed officials and regularly scheduled full-time Non-affiliated employees commencing membership in the St. Clair County Employees' Retirement System on or after January 1, 1993 and who did not maintain their contributions from prior membership in the Retirement System shall have no option but shall be subject to the modified plan provided in the preceding 1.b i, ii, and iii.

3. All resolutions and parts of resolutions in conflict with this resolution are to the extent of the conflict, hereby rescinded.

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

RESOLUTION 92-69

AMENDING RESOLUTION 92-52

REGARDING THE ST. CLAIR COUNTY ROAD COMMISSIONERS AND
SOCIAL SERVICES BOARD MEMBERS' RIGHTS AND RESPONSIBILITY
RELATIVE TO
THE ST. CLAIR COUNTY EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, St. Clair County Road Commissioners and Social Services Board Members are subject to participation in the St. Clair County Employees' Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has authority and responsibility to establish terms, conditions and policy regarding the participation of St. Clair County Road Commissioners and Social Services Board Members in the St. Clair County Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employees' Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners determines that the St. Clair County Road Commissioners and Social Services Board Members should be eligible to participate in the St. Clair County Retirement System.

NOW, THEREFORE, BE IT RESOLVED, that St. Clair County Road Commissioners and Social Services Board Members shall be eligible to participate in the St. Clair County Retirement System as follows:

1. Road Commissioners and Social Services Board Members who were previously members and who maintained contributions in the St. Clair County Employees' Retirement System prior to January 1, 1993 shall be entitled to select one of the following options:

a. Historic Plan

- i. A final average compensation based on 2% a year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
- ii. Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.

b. Modified Plan

- i. A final average compensation based on the best five (5) of the last ten (10) years of service, in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Percentage</u>	<u>Application</u>
1-10	1.75%	Accumulative
11-19	2.00%	Accumulative
20-24	2.00%	Retroactive to first year
25+	2.40%	Retroactive to first year


- ii. Maximum final average compensation at 69.6% at 29 years of service
- iii. Eligible for health care upon attaining twenty (20) years of service.
- iv. Each employee eligible to exercise an option shall be provided an election form by the County. The employee shall submit their executed election form on or before April 1, 1993. Failure to submit an election form shall result in the employee being subject to the Modified Plan. An employee's election shall be irrevocable.

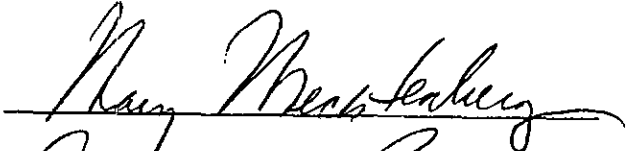


2. Road Commissioners and Social Services Board Members whose terms initially commence on or after January 1, 1993 or who did not maintain their contributions from prior membership in the St. Clair County Employees' Retirement System shall have no option but shall be subject to the modified plan provided in the preceding 1.b. i, ii, and iii.

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

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

b. Modified Plan

- i. A final average compensation based on the best five (5) of the last ten (10) years of service, in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Percentage</u>	<u>Application</u>
1-10	1.75%	Accumulative
11-19	2.00%	Accumulative
20-24	2.00%	Retroactive to first year
25+	2.40%	Retroactive to first year


- ii. Maximum final average compensation at 69.6% at 29 years of service.
- iii. Eligible for health care upon attaining twenty (20) years of service.
- iv. Each employee eligible to exercise an option shall be provided an election form by the County. The employee shall submit their executed election form on or before April 1, 1993. Failure to submit an election form shall result in the employee being subject to the Modified Plan. An employee's election shall be irrevocable.

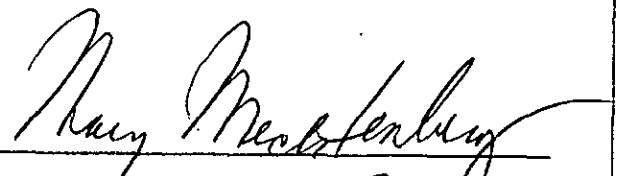

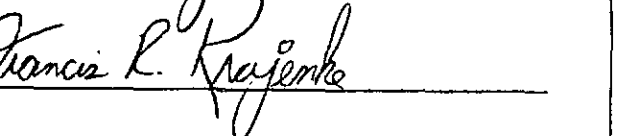
2. Members of the Board of Commissioners whose terms initially commence on or after January 1, 1993, or who did not maintain their contributions from prior membership in the St. Clair County Employees' Retirement System, shall have no option but shall be subject to the modified plan provided in the preceding 1.b i, ii, and iii.

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

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-67

AUTHORIZING SETTLEMENT AGREEMENT FOR LITIGATION
OF CLAIMS FROM CETA PROGRAM

WHEREAS, the County of St. Clair from the years 1973 through 1983 was a participant in the United States Comprehensive Employment and Training Act (CETA), a Federally funded jobs training program administered by five hundred and forty-one units across the United States, most commonly municipalities such as counties and cities, and

WHEREAS, pursuant to this program approximately sixty-four million dollars (\$64,000,000) was received and administered by the County, and



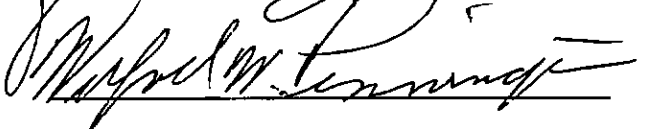
WHEREAS, commencing in 1981 the CETA program nationally became the subject of a number of audits, and

WHEREAS, remaining from this program and its subsequent litigation a settlement has been reached regarding the final issue of repayment to individuals who were outstationed with the County program, and

WHEREAS, a copy of said settlement agreement is attached hereto and incorporated herein.


NOW, THEREFORE, BE IT RESOLVED that the County Administrator/Controller is hereby authorized to sign and execute the settlement agreement as provided.

Signed,

DATED: December 16, 1992

Drafted by:


Robert Nickerson
Corporation Counsel

U.S. DEPARTMENT OF LABOR

In the Matter of

RITA JACOBS
Complainant

Case No. 81-CETA-197

v.

COUNTY OF ST. CLAIR
Respondent
and

MELVIN WARSHAW
ADMINISTRATIVE LAW JUDGE

U.S. DEPARTMENT OF LABOR
Grant Officer

Appearances:

Rita Jacobs - Pro se

Terrence P. Houlahan, Esq.
Office of the Corporation Counsel
County of St. Clair
Port Huron, Michigan

Steven Walanka, Esq.
U.S. Department of Labor
Office of the Solicitor

SETTLEMENT AGREEMENT

This Agreement made and entered into this 3rd day of December, 1992, by and between Rita S. Jacobs (hereinafter "Jacobs"), St. Clair County (hereinafter the "County"), and the U.S. Department of Labor, Grant Officer, (hereinafter the "Grant Officer").

WHEREAS, Jacobs filed a complaint related to the County's failure to adequately compensate outstationed CETA Title II and Title IV participants as defined in pages 7 through 12 of the June 2, 1983 OALJ Decision and Order (Case No. 81-CETA-197); and

WHEREAS, the OALJ remanded this issue relating to the County's failure to adequately compensate outstationed CETA Title

II and Title IV participants to Jacobs and the Grant Officer for determination of the wage comparison issues; and

WHEREAS, the Grant Officer has issued a Final Determination on November 2, 1992 (attached hereto as Exhibit A) on the portion of ALJ Case No. 81-CETA-197 which was remanded, and

WHEREAS, the County has agreed to compensate the affected outstationed CETA employees in the aggregate amount of \$687,121 as determined in computations submitted by the County to the Grant Officer on October 16, 1992 (attached hereto as Exhibit B), which computations are incorporated herein by reference; and

WHEREAS, Jacobs and the Grant Officer have agreed to accept the computations of the County, and agree to payment of the amounts set forth in the computations as full settlement of this matter, without pre-judgment interest, so long as the County makes prompt payment without further legal action being required by the parties or the individuals affected; and

WHEREAS, the County wishes to settle this matter without fear of additional claims arising for prejudgment interest; and

WHEREAS, the County has already complied with a portion of the Final Determination dated November 2, 1992, in that the County has published a newspaper notice informing the affected CETA workers of their entitlement to back pay, and;

WHEREAS, the County has filed notice of its intent to appeal from the Final Determination of the Grant Officer dated November 2, 1992,

NOW, THEREFORE, the following stipulations are agreed upon

between Jacobs, the County, and the Grant Officer:

1. The County shall withdraw its notice of intent to appeal from the Final Determination of the Grant Officer dated November 2, 1992.

2. The County shall pay to each identified former CETA employee the sum determined to be an underpayment of wages as set forth in the computations furnished by the County to the Grant Officer on October 16, 1992 (which computations are attached hereto as Exhibit B), with such payment to be made as soon as practicable after written notice by the identified CETA employee has been furnished to the County, together with documents and/or information as may be necessary to properly identify the affected CETA employee and provide the County with information necessary for proper withholding of income and other payroll taxes.

3. In addition to the newspaper notice which has already been published, the County shall send notice to each identified former CETA employee listed on Exhibit B by letter sent by first class mail which shall include the following information:

a. The letter shall state that the individual to whom it is addressed has been identified as a former CETA employee who may be entitled to back pay as a result of a complaint and investigation handled by the U.S. Department of Labor.

b. The letter shall contain a statement that the individual may receive the back pay by furnishing identifying data to the County by mail, and shall describe the data, which shall be limited to the current address, social security number, department or job site where employed, and information and forms necessary for withholding tax.

c. The letter shall contain a statement that if the individual to whom the letter is addressed is deceased

Settlement Agreement against St. Clair County under general contract law.

7. The County shall be entitled to offset against the wages payable to any affected employee any amounts which may be properly deducted from wages under any applicable state or federal law.

8. The County shall be entitled to withhold from wages paid to any affected employee the applicable amount of federal, state or city income taxes and federal social security tax.

9. The terms of this Agreement shall be submitted to the Administrative Law Judge for entry as an Order and shall be binding after entry on all parties to the original Complaint in this matter.

10. Upon payment by the County to each individual employee, of the amount set forth in computations submitted to the Grant Officer on October 16, 1992, Jacobs and the Grant Officer agree that St. Clair County will be in full compliance with the Final Determination dated November 2, 1992. Jacobs and the Grant Officer agree not to seek interest on the amounts set forth in the determination. Any unclaimed funds will remain with the County.

11. All payments to the affected individuals by the County shall be made from non-Federal sources.

12. This Settlement Agreement represents a full, final and complete settlement of all matters relating to the issue of the County's failure to adequately compensate CETA Title II and Title

IV participants, as defined in pages 7 through 12 of the June 2, 1983, OALJ Decision and Order in this case.

13. The County agrees that it will not seek reimbursement from the Federal Government for any payment which may be due former CETA participants engaged in Title II and IV programs at outstationed worksites.

14. It is understood that the County shall require that the CETA participants, on receipt of payments, shall execute a release which accepts and incorporates the terms of this Settlement Agreement, and waives interest and further claims relating to the issues of this case.

15. In the event the CETA participant declines to accept payment according to the terms of this agreement, he or she shall not be precluded from pursuing his or her other legal remedies, including, but not limited to CETA grievance procedures.

Dated: _____

For the County of
St. Clair, Michigan

By: _____

Title: _____

Dated: _____

Attorney for St. Clair County

For the United States
Department of Labor

Dated: _____

By: _____
Barry Dale, Grant Officer

Dated: October 3, 1992

Rita Jacobs
Rita Jacobs

Before: Melvin Warshaw
Administrative Law Judge

ORDER

The parties having stipulated to the terms of the foregoing Settlement Agreement, in lieu of further litigation in this matter, it is so ordered.

Date: _____

Melvin Warshaw
Administrative Law Judge

APPROVING ADDENDUM #7 TO FILTERED WATER
SERVICE AGREEMENT

WHEREAS, the City of Port Huron and the County of St. Clair entered into a Filtered Water Service Agreement, dated November 9, 1977, for the supply of water from the City of Port Huron to the Township of Kimball, WD VI-K, St. Clair County; and

WHEREAS, the Agreement provides that the County may be permitted to supply water to specific customers or areas beyond the limits of WD VI-K as may be mutually agreed upon in writing by the parties to said Agreement; and


WHEREAS, the County desires to supply water to Clyde Township; and

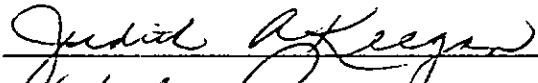


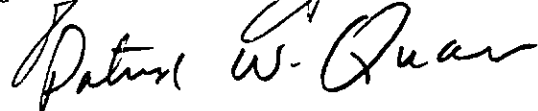
WHEREAS, all parties have agreed to the extension of service to this particular location.

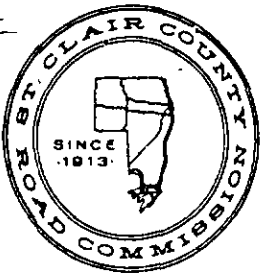
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby approve the Addendum to the Filtered Water Service Agreement extending water to the particular service area indicated above and that the Addendum be signed by the Chairperson and Secretary of the St. Clair County Board of Public Works.

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060



ROAD COMMISSION

AIRPOR.

PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, Port Huron, Michigan 48060

Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator
FROM: John D. Perry, Director
DATE: December 9, 1992
SUBJECT: Clyde Township Water Project

The Township of Clyde desires to receive a supply of filtered water from the County of St. Clair. The Agreement that we negotiated with the City of Port Huron dated November 9, 1977 permits that specific customers or areas beyond the limits of the original water district can receive water if agreed to in writing.

Clyde Township has agreed to the terms of a Filtered Water Service Agreement with Kimball Township and the County of St. Clair. The Board of Public Works approved the Filtered Water Service Agreement at their rescheduled meeting of December 8, 1992.

An Addendum to the original Filtered Water Service Agreement needs to be approved between the County Board of Public Works and the City of Port Huron. (See attached resolution)

We recommend ratification by the St. Clair County Board of Commissioners of the above mentioned Filtered Water Service Agreement and Addendum #7 to the original Filtered Water Service Agreement of November 9, 1977.

Please place these items on your next agenda.

sb
cc: 10 copies w/encl.
Robert Nickerson w/encl.

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

APPROVING ADDENDUM #7 TO FILTERED WATER SERVICE AGREEMENT

WHEREAS, the City of Port Huron and the County of St. Clair entered into a Filtered Water Service Agreement, dated November 9, 1977, for the supply of water from the City of Port Huron to the Township of Kimball, WD VI-K, St. Clair County; and

WHEREAS, the Agreement provides that the County may be permitted to supply water to specific customers or areas beyond the limits of WD VI-K as may be mutually agreed upon in writing by the parties to said Agreement; and

WHEREAS, the County desires to supply water to Clyde Township; and

WHEREAS, all parties have agreed to the extension of service to this particular location.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Public Works of the County of St. Clair does hereby approve the Addendum to the Filtered Water Service Agreement extending water to the particular service area indicated above and further recommends that the Addendum be forwarded to the St. Clair County Board of Commissioners for their ratification.

AYES: Commissioner McCormick
Commissioner Street

ABSENT: Commissioner Foley

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a rescheduled meeting of the Board of Public Works of the County of St. Clair held on Tuesday, December 8, 1992 at 9:30 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Deputy Secretary

ADDENDUM #7 TO
FILTERED WATER SERVICE AGREEMENT
OF NOVEMBER 9, 1977

THIS ADDENDUM made this _____ day of _____, by and between the CITY OF PORT HURON, a municipal corporation, organized under the laws of the State of Michigan, party of the first part, hereinafter referred to as CITY, and the COUNTY OF ST. CLAIR, a municipal corporation, organized under the laws of the State of Michigan, by and through its Board of Public Works, party of the second part, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, the City and the County entered into a Filtered Water Service Agreement, dated November 9, 1977, for the supply of water from the City of Port Huron to the Township of Kimball, WD VI-K, St. Clair County; and,

WHEREAS, Section 5 of said Agreement provides that the County may be permitted to supply water to such specific customers or areas beyond the limits of WD VI-K as from time to time may be mutually agreed upon in writing by the parties to said Agreement; and,

WHEREAS, the County desires to supply water service to residents within the geographic boundaries of Clyde Township, beyond the limits of WD VI-K;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City agrees to and permits the extension of filtered water service to the residents within the geographic boundaries of Clyde Township.

2. It is mutually understood and agreed that the service extended by this Addendum shall be subject to all the terms and conditions of the Filtered Water Service Agreement of November 9, 1977.

3. This Addendum shall take effect upon adoption of resolution of approval from the governing bodies of St. Clair County Board of Public Works, St. Clair County Board of Commissioners and the City; and execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the day and year first above written.

BY THE COUNTY OF ST. CLAIR
BY ITS BOARD OF PUBLIC WORKS
(Pursuant to attached resolution of the Board of County Commissioners)

ATTEST:

John B. ... Director
Janet Kitamura Deputy Secretary

Paul M. ... Vice-Chairman
Walter M. Street Secretary

BY THE CITY OF PORT HURON
(As provided in Chapter X, Section 87, of the 1969 City Charter)

ATTEST:

City Manager
Mayor

APPROVED AS TO FORM:

City Attorney

City Clerk

APPROVED AS TO SUFFICIENCY OF FUNDS:

Director of Finance

RESOLUTION NO. 92 - 09

RESOLUTION RE: FILTERED WATER SERVICE AGREEMENT
WATER DISTRICT VI, CLYDE TOWNSHIP

WHEREAS, the Township of Clyde desires to receive a supply of filtered water from the County of St. Clair for Water District VI, Clyde Township; and

WHEREAS, the Board of Public Works has negotiated a Filtered Water Service Agreement, dated November 9, 1977, between the City of Port Huron and the County of St. Clair; and

WHEREAS, the Agreement provides that the County may be permitted to supply water to specific customers or areas beyond the limits of WD VI-K as may be mutually agreed upon in writing by the parties to said Agreement; and

WHEREAS, the Township agrees to pay for all water supplied by the County at the rates established by Board of Public Works Resolution No. 92-04, copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, That the Filtered Water Service Agreement between the Townships of Clyde and Kimball and the County of St. Clair is hereby approved contingent upon approval by Clyde and Kimball Townships.

BE IT FURTHER RESOLVED, That the Filtered Water Service Agreement be forwarded to the St. Clair County Board of Commissioners for their ratification.

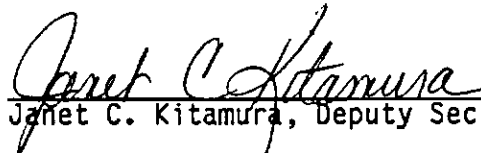
AYES: Commissioner McCormick
Commissioner Street

Absent: Commissioner Foley

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a rescheduled meeting of the Board of Public Works of the County of St. Clair held on Tuesday, December 8, 1992 at 9:30 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Deputy Secretary

RESOLUTION NO. 92-04

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

WDVI-CLYDE TOWNSHIP WATER RATE SCHEDULE

WHEREAS, the County by resolutions of its Board of County Commissioners, has authorized and established through the Board of Public Works, a water transmission supply system to provide a potable supply of water to service Clyde Township, which water transmission supply system has been designated St. Clair County Water District VI-Clyde Township pursuant to the authorization provided in Act 185, Public Acts of Michigan, 1957, as amended; and

WHEREAS, the County under and subject to the terms of an agreement with the City of Port Huron will purchase water from the City to service WD VI-Clyde Township; and

WHEREAS, Clyde Township agrees to pay to the County such reasonable and necessary rates and charges for water supply services as shall be established by the County through the Board of Public Works, or other successor agency from time to time, which charges shall be sufficient to provide for all costs of operating, administering and maintaining the system and establishing a reasonable reserve therefore; and

WHEREAS, it is necessary to establish reasonable rates to be charged to WD VI-Clyde Township.

That the rates to be charged to Clyde Township be as follows:

- 1) \$290 per each customer connection to the Township's distribution system payable in cash or optional payment over a period of twenty (20) years in equal annual principle installments plus interest on the unpaid balance.
- 2) Commodity Charge based on the amount of water used:
~~\$6.83~~ \$7.06 per 1000 cubic feet per quarter.

3) Readiness to Serve charge based on the size of the water meter:

<u>Meter Size</u>	<u>Meter Charge</u>
5/8"	\$ 16.00
3/4"	28.00
1"	40.00
1 1/2"	65.00
2"	102.00
3"	128.00
4"	240.00
6"	480.00
8"	750.00
10"	1246.00
12"	1757.00
16"	2715.00
20"	3834.00
24"	5032.00

4) Effective Date of this Amendment:

The effective date of this amendment is *July 21*, 1992.

THAT the charges so computed shall be billed to Clyde Township following the last day of each calendar quarter and shall be paid within twenty (20) days. Payments received after such period shall bear a penalty of ten percent (10%) of the amount of the bill. Any unpaid balance remaining after one year shall be assessed an interest charge of six percent (6%) per year.

THAT the Department of Public Works shall have the right to shut off water service to any premise for which charges are more than three (3) months delinquent, and such service shall not be re-established until all delinquent charges and penalties and a turn-on charge, to be specified by the Board of Public Works, have been paid. Further, such charges and penalties may be recovered by the Board of Public Works by court action.

THAT all money derived by the collection of the rates imposed by this resolution shall be deposited into a bank to be designated by the Board of Public Works in a special depository account to be designated as St. Clair County Department of Public Works Utility Operation and Maintenance Receiving Fund. There shall first be set aside sufficient funds for replacement which shall be used solely for the purpose of making major repairs and replacements to the system.

THAT the initial rates specified shall be subject to revision from time to time by the Board of Public Works, it being the intent that such rates provide sufficient funds to enable the system to be efficiently operated, maintained and administered.

THAT the Board of Public Works shall cause to be maintained and kept proper books of record and account, in which shall be made full and correct entries of all transactions relating to the system. Not later than four months after the close of each fiscal year, the Board of Public Works shall cause to be prepared a statement in reasonable detail showing the cash income and disbursements of the system at the beginning and close of the fiscal year, and such other information as may be necessary to enable Clyde Township to be fully informed as to all matters pertaining to the fiscal operation of the system each year.

AYES: Commissioner Foley
Commissioner McCormick
Commissioner Street

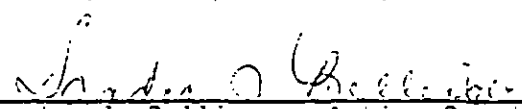
NAYS: 0

ABSENT: 0

Resolution Declared Adopted: July 21, 1992

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a special meeting of the Board of Public Works of the County of St. Clair held on Tuesday, July 21, 1992 at 7:00 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Sandra J. Bellinger, Acting Deputy Secretary

RESOLUTION ADOPTING FILTERED WATER SERVICE AGREEMENT

A Special meeting of the Township Board of the Township of Clyde, County of St. Clair, Michigan, held on the 24th day of November, 1992, at the Township Hall, 3350 Vincent Road Road, in said Township, at 7:00 o'clock P.M.

PRESENT: Members Dell, Palmateer, Davis, London and Stone

ABSENT: Members 0

The following preamble and resolution were offered by Member Palmateer and supported by Member Stone.

WHEREAS, Clyde Township desires to enter into the attached Filtered Water Service Agreement with St. Clair County DPW and Kimball Township,

NOW THEREFORE BE IT RESOLVED that the Clyde Township Board agrees to and approves the attached Filtered Water Service Agreement; the Township Clerk and Supervisor are authorized to sign said agreement on behalf of Clyde Township upon confirmation that all parties have approved the same.

AYES: Members Dell, Stone, London, Davis and Palmateer

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

Rose Mary Palmateer
Rose Mary Palmateer, Clerk
Township of Clyde

Certification

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Clyde, County of St. Clair, Michigan, at a Special meeting held on November 24, 1992, 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.

Rose Mary Palmateer
Rose Mary Palmateer, Clerk
Township of Clyde

RESOLUTION ADOPTING FILTERED WATER SERVICE AGREEMENT

A Regular meeting of the Township Board of the Township of Kimball, County of St. Clair, Michigan, held on the 20th day of October, 1992, at the Kleckner Hall, 1955 Allen Road, in said Township, at 7:30 o'clock P.M.

PRESENT: Members Halifax, Sutherland, Brotherton, Rutkofske, Loyson, Shaffer, Morley

ABSENT: Members None

The following preamble and resolution were offered by Member Sutherland and supported by Member Rutkofske.


WHEREAS, Kimball Township desires to enter into the attached Filtered Water Service Agreement with St. Clair County DPW and Clyde Township,

NOW THEREFORE BE IT RESOLVED that the Kimball Township Board agrees to and approves the attached Filtered Water Service Agreement; the Township Clerk and Supervisor are authorized to sign said agreement on behalf of Kimball Township upon confirmation that all parties have approved the same.

AYES: Members Halifax, Sutherland, Brotherton, Rutkofske, Loyson, Shaffer, Morley

NAYS: Members _____

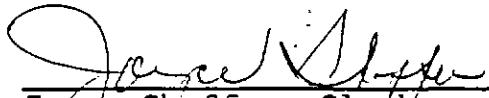
RESOLUTION DECLARED ADOPTED.



Joyce Shaffer, Clerk
Township of Kimball

Certification

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Kimball, County of St. Clair, Michigan, at a Regular meeting held on October 20, 1992, 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.



Joyce Shaffer, Clerk
Township of Kimball

FILTERED WATER SERVICE AGREEMENT
FOR CERTAIN PORTIONS OF CLYDE TOWNSHIP - BY ST. CLAIR
COUNTY DPW, KIMBALL TOWNSHIP AND CLYDE TOWNSHIP

THIS AGREEMENT, made this _____ day of _____, 1992, by and between the COUNTY OF ST. CLAIR, a Municipal Corporation organized under the laws of the State of Michigan, by and through its Board of Public Works, hereinafter referred to as COUNTY, and the TOWNSHIP OF CLYDE, a Municipal Corporation organized under the laws of the State of Michigan, hereinafter referred to as CLYDE TOWNSHIP, and the TOWNSHIP OF KIMBALL, a Municipal Corporation organized under the laws of the State of Michigan, hereinafter referred to as KIMBALL TOWNSHIP,

WITNESSETH:

WHEREAS, Clyde Township desires to receive a supply of filtered water from the County for Clyde Township and to purchase same from the County; and

WHEREAS, the County, under the provisions of Act 185, Public Acts of Michigan, 1957, as amended (hereinafter sometimes referred to as the "Act"), has established a Department of Public Works for the administration of the powers conferred upon the County by said Act, which department is under the immediate control of the Board of Public Works (hereinafter sometimes referred to as the "Board") and under the general control of the Board of Commissioners of the County of St. Clair; and

WHEREAS, said Act authorizes a county to acquire water supply systems as defined in said Act and to improve, enlarge, extend and operate such systems; and

WHEREAS, on November 9, 1977, the St. Clair County Board of Commissioners entered into a Filtered Water Service Agreement with the City of Port Huron; and

WHEREAS, the County has amended said Agreement to include the Township of Clyde, St. Clair County, Michigan as an extension from St. Clair County Water Supply System and District VI; and

WHEREAS, the County established the St. Clair County Water Supply System and District VI, comprising all of Kimball Township, and thereafter entered into the St. Clair County Water Supply System No. VI Contract with Kimball Township dated January 25, 1978, as modified by a Supplemental Contract dated November 14, 1978, pursuant to which Kimball Township presently leases the

System (excluding the County Air Industrial Park watermain, and its related appurtenances, including the elevated tank and the County's airport water system); and

WHEREAS, Kimball Township will allow the County to use transmission lines in Kimball Township to supply water to Clyde Township, subject to the terms and conditions of this Agreement; and

WHEREAS, the County pursuant to agreement with the City of Port Huron shall receive a supply of water from the City of Port Huron Water System to supply the Township of Clyde, and pursuant to the consent of Kimball Township, may use certain water transmission lines in Kimball Township for such purpose.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Sale of Water

A. Transmission and Quality of Water. The County agrees to sell and deliver to Clyde Township filtered water of a character and quality approved by the State Health Department, and Kimball Township agrees to allow the use of its water transmission lines and the use of a certain portion of Kimball Township, subject to the terms and conditions stated hereinafter.

B. Purchase of County Water and Transmission. Clyde Township agrees to purchase filtered water from the County and to pay Kimball Township for allowing the limited transmittal of such water through Kimball Township's watermains and territory as limited herein, subject to terms and conditions hereof.

2. Use of Streets and Mains

A. Consent re: Kimball Streets and Mains. Kimball Township hereby consents to the reasonable use of certain of its watermains and the use of its streets, highways and public places in Kimball Township as set forth in Attachment A by Clyde Township for the purpose of constructing, operating and maintaining the watermains described in Attachment A. This consent is given pursuant to the Michigan Constitution of 1963, Article VII, Section 29.

B. Consent re: County Streets and Watermain. The County consents to the reasonable use of any County watermains and its public roads and right-of-ways, subject to the applicable permits being issued.

C. Ownership and Dedication of Portion of Watermain -Attachment A. Clyde Township shall own and be responsible for the repair and replacement of the watermain it is constructing within Kimball Township, located generally in the vicinity of Black River Bridge along Wadhams Road and specifically indicated on Attachment A. Kimball Township shall have the right to tap into the watermain south of the Master Meter, without charge, but in such event Kimball Township shall thereafter be responsible for the maintenance and replacement of that portion of the watermain south of the Master Meter.

D. Reasonable Service to Kimball by Clyde if Water or Sewer Available. Clyde Township agrees to allow Kimball Township users reasonable use of that part of its watermain lying in Kimball Township north of the Master Meter shown on Attachment A, subject to payment of reasonable connection fees and use charges as reasonably determined by Resolution of the Clyde Township Board. In such event, Clyde Township shall bill Kimball Township as its customer and any such user shall be Kimball Township's customer. Kimball Township and Clyde Township may vary this paragraph by Resolution of both Townships with notice to the County. Additionally, to whatever extent sewer and/or additional water service becomes available that would reasonably service that portion of Kimball Township lying north of Black River, Clyde Township agrees to service the same, with Kimball Township as its customer, subject to agreeing upon reasonable connection fees and use charges.

3. Flow and Pressure - Limitation on Connections.

A. Reasonable Pressure and Flow Subject to Kimball Requirements and Repairs. The County, to the best of its ability, shall deliver water to Clyde Township at the point or points designated herein at the rates of flow and pressures needed to meet all reasonable requirements, subject to the following:

- (1) Flow and pressure Priority to Kimball. Rates of flow and pressure needed to meet all reasonable requirements in Kimball Township shall first be provided for.
- (2) Repairs. Reduced pressure will occur when repairs and maintenance is occurring on the Kimball Township System, including the water tower.
- (3) Limitations Re: GPM and Area. Connections pursuant to this contract shall be limited to a

maximum average daily flow of 820,800 gallons and a peak hourly flow of 855 gpm as measured at both Master Meters and determined by combining the flow in both meters. The area of Clyde Township to be serviced shall be limited to the area set forth on Attachment B. Connections outside of the area in Attachment B and/or connections that could cause the maximum flow within the service area set forth on Attachment B to exceed the maximum average daily flow of 820,800 gallons and/or the peak hourly flow of 855 gpm, shall not be made without first obtaining the approval of Kimball Township; the latter may approve or disapprove in its discretion, any such connections, provided however, such discretion shall not be exercised arbitrarily. Kimball Township agrees to allow further reasonable temporary pumping in excess of 855 gpm in non-peak hours for a Clyde Township watertower and a reasonable expansion of the Clyde Township service area, provided that it can be accomplished in a manner that is not adverse to the flow and pressure to Kimball Township and its customers, other than Clyde Township. This latter provision anticipates that Clyde Township will be constructing a watertower to serve Clyde Township, including area north of Walker Road, and that reasonable arrangements to fill and maintain the water in the watertower will not be arbitrarily denied or refused by Kimball Township.

- (4) Clyde Township System Modifications. Each township shall be responsible for monitoring the flow; it is acknowledged by Kimball Township that there may be infrequent and temporary flows above the daily and peak limitations set forth above, including but not limited to water main flushing, fire fighting or water line breakage. Kimball Township always reserves the right to strictly enforce the above limitations if a violation would adversely affect the Kimball Township System within Kimball Township, or its customers, outside of Kimball Township (other than Clyde Township); otherwise, it is acknowledged that infrequent and temporary flows above these limitations do not constitute a breach of this Agreement if there are no adverse affects on the Kimball system or customers. Clyde Township is solely responsible for monitoring its flow and predicting its needs in relation to this contract and deciding when to begin system modifications so as to stay within

the limitations herein; provided however, at such time as Kimball Township determines, in its own discretion but not to be exercised in an arbitrary manner, that Clyde Township must make system modifications to stay within the hourly and daily limitations herein, Kimball Township shall give Clyde Township 2 years written notice to accomplish the same.

- (5) Breach of Agreement by Clyde and Failure to Make System Modifications. In the event that Clyde Township substantially breaches this agreement, or fails to make its system modification within said 2 year period, or in the event that the modifications are insufficient, as determined in Kimball Township's discretion as exercised in a non-arbitrary manner, Kimball Township may thereafter immediately increase its quarterly transmission charge, effective immediately, to an amount per quarter equal to--twice that of all charges paid by Clyde Township to the County for commodity and Readiness to Serve charges--plus the 15 percent otherwise payable to Kimball Township. No further connections shall be allowed until the breach has been reasonably corrected and/or adequate system modifications have been made to the Clyde Township System; in addition, Kimball Township may close any valve (for any period of time up to 24 hours) at any given time that the limitations are being exceeded, and/or seek any other remedy provided for by law; any other remedy provided for by law shall be deemed in addition to and supplemental to the remedies set forth herein. The exercise of one remedy at any particular time does not waive Kimball Township's right to also use any other remedy upon the same or at a later date; provided however, if system modifications have been timely made and the same were reasonable but are still insufficient, Clyde Township shall have an additional 6 months to further modify its system before Kimball Township can unilaterally limit the flow by closing valves or impose other remedies, except that Clyde Township shall then be required to pay Kimball Township the increased transmission fee set forth above, and there shall be no further connections, during said 6 months or until the system modifications are corrected, whichever occurs first.

B. General Statement of Purpose. It is acknowledged that the terms of the contract do not and are not intended to restrict Kimball Township's right to contract with other customers, including other municipal customers, in a manner solely within the discretion of Kimball Township, subject to providing and allowing for the average daily flow of 820,800 gallons to Clyde Township with a peak hourly flow of 855 gpm as provided for herein. The primary intent of these provisions is to protect Kimball Township's water pressure within Kimball Township and/or customers (other than Clyde Township) outside of Kimball Township, to alert Clyde Township of a need to commence its intended system modification early enough to avoid any adverse effect on any Water System, recognizing that an effective modification may take 2 years to accomplish, and to reserve Kimball's right to contract with other customers, including municipal customers, with no implied capacity reserved for Clyde Township, except for the average daily flow and peak flow limitation set forth herein.

C. Protection to Kimball. Notwithstanding anything else contained herein however, Kimball Township reserves the right to exercise its discretion to do what is prudent to protect the water quality pressure and flow within Kimball Township and to current customers outside of Kimball Township first; any obligation to allow the transmittal of water to Clyde Township is subordinate and secondary to the same, subject only to Kimball Township not exercising its discretion in an arbitrary manner.

4. Points of Delivery. Water shall be delivered by the County to Clyde Township at the following locations, hereinafter referred to as points of delivery:

A. Allen Road at West Water Street

B. North of Lapeer Road at Bartlett Road

C. And at such other points as may from time to time be mutually agreed upon by the parties hereto.

5. Water Distribution in Clyde Township. The County's and Kimball Township's responsibility does not run beyond said point or points of delivery, heretofore more specifically set forth, it being clearly understood that the responsibility for distributing water from said point of delivery to the consumers lies entirely with Clyde Township.

6. Meter Installation Cost, Ownership, Repair and Estimate During Meter Failure. All water furnished shall be

measured by meters installed at the points of delivery referred to in paragraph 4. All said meters shall be furnished and installed at the expense of Clyde Township, under the supervision and inspection of the County and Kimball Township or its respective authorized agents. Said meters shall be of a size and make satisfactory to the County and Kimball Township and subject to inspection by each. The County shall thereafter maintain and replace said meters and cause such repairs and/or adjustments as may from time to time be necessary, to be promptly made and the meter shall be deemed to be in the possession of the County at all times except as the County may agree otherwise with Clyde Township in writing. Kimball Township can reasonably demand that the meters be tested from time to time at Clyde Township's expense. All master meters, including the County's meter in the vicinity of Griswold Road and 24th Street, shall be read and verified in a reasonable manner as the parties agree. The County's meter in the vicinity of Griswold and 24th Street shall be governed by the present Agreement between Kimball Township and the County, except that Clyde Township shall pay one-half of that meter charge as set forth in paragraph 7-A and Clyde Township shall also pay for the two additional meters servicing Clyde Township as set forth in paragraph 7-A. Clyde Township agrees to accept Kimball Township's estimates of quantities of water supplied during all periods in which the meters fail to measure correctly all water supplied to Clyde Township provided there is reasonable basis for such estimates.

7. Charges

A. County Commodity and Readiness to Serve and Connection Charges.

- (1) One-Half Meter Rate Per Resolution 92-04. Clyde Township agrees to pay for all water supplied by the County at the rates as established by the County Board of Public Works Resolution No. 92-04, and as the same may be amended from time to time hereafter, it being mutually understood that such rates shall always be reasonable in relation to the costs incurred by the County for the supply of water to Clyde Township, provided however the Readiness to Serve Charge for each of the two meters described at the delivery points set forth in paragraph 4-A and B shall be one-half of the usual Readiness to Serve Charge (full rate for meters set forth in the Resolution), as the latter is amended from time to time.
- (2) Commodity Charge Per Resolution 92-04. The current commodity charge is \$7.06 per 1,000 cubic feet of water used per quarter pursuant to Resolution No. 92-04.

- (3) 50% Rate for 2 Meters Not Subject to Change. The agreed upon percentage of "one-half" of the usual Readiness to Serve Charge (rate for meters) is not subject to change. The current Readiness to Serve Charge, as reduced, is a total of \$998.00 quarterly for both meters pursuant to Resolution #92-04 and this contract.
- (4) \$290.00 Connection Fees. Clyde Township agrees to pay to the County \$290.00 for each customer connection to Clyde Township's distribution system in Clyde Township; these payments shall be paid annually at such time as the parties agree. The words "each customer connection" shall be interpreted to mean each physical connection to a municipal Water Main, regardless of size, shall constitute a separate customer connection, except that each single family dwelling unit that is being served or is in any manner connected and able to be served, whether connected to a municipal Water Main or otherwise, shall also constitute a separate customer connection. The \$290.00 amount is not subject to change.

B. Kimball Township Transmission Charges. Clyde Township agrees to pay Kimball Township, as long as the Kimball Township water mains are used by the County to transmit water to Clyde Township:

- (1) 15% Quarterly Transmission Fee. A quarterly transmission fee in an amount equal to 15% of the quarterly water commodity charge referred to in paragraph 7A; the agreed upon percentage of 15% is not subject to change. It is mutually agreed that such rates shall always be reasonable in relation to Kimball Township allowing the use of its system by users outside of its corporate limits.
- (2) One-Half Cost of Master Meter. Clyde Township shall pay to Kimball Township one-half the Readiness to Serve charge owed by Kimball Township to the County, as the same is billed by Kimball Township to Clyde Township and as the charge is established from time to time by the County, for the meter located in the vicinity of Griswold Road and 24th Street, provided however the agreed upon percentage rate of "one-half" is not subject to change.
- (3) \$425.00 Connection Fees. Clyde Township agrees to pay to the Kimball Township \$425.00 for each customer

connection to Clyde Township's distribution system in Clyde Township; these payments shall be paid annually at such time as the parties agree. The words "each customer connection" shall be interpreted to mean each physical connection to a municipal Water Main, regardless of size, shall constitute a separate customer connection, except that each single family dwelling unit that is being served or is in any manner connected and able to be served, whether connected to a municipal Water Main or otherwise, shall also constitute a separate customer connection. The \$425.00 amount is not subject to change.

- (4) Kimball Township shall have the right to tap-in a certain portion of the Clyde Township Water Mains as set forth in paragraph 2(C).

C. Notice of Change in Rates. The County and Kimball Township, respectively, shall give ninety (90) days written notice of any change in the rates referred to in subparagraph A and B.

D. Billings - Nonpayment. Clyde Township shall be billed quarterly by the County and Kimball Township, respectively, for all charges set forth in subparagraphs A and B, except the \$290.00 or \$425.00 connection fees shall be billed annually; said amounts shall be payable on or before the due date shown thereon which shall be not less than thirty (30) days from such delivery. There shall be a further charge of ten percent (10%) of the amount of the bill if not paid on or before the due date. All delinquent balances remaining unpaid for one (1) year or more shall be subject to an additional charge of six percent (6%) per annum until paid. Water service to Clyde Township may be discontinued by the County and/or Kimball Township if any such bill is not paid within sixty (60) days of the due date, provided however, ten (10) days written notice of an intent to discontinue shall first be given personally to the Township Clerk. The termination of water service shall not waive any delinquent amounts owed. The County and Kimball Township, jointly and severally, shall not be liable for, and Clyde Township on behalf of itself and any water users hereby waives, any and all claims, costs and/or damages as to the County and Kimball Township, jointly and severally, arising from or resulting from such discontinuance of service arising from or as a result of failure to pay. Clyde Township shall be obligated to pay any disputed amount, and upon a final determination, any overpayment, shall be refunded.

8. Standards re: Clyde Township Distribution System. Clyde Township agrees to conform to the County's standards and specifications and Kimball Township's standards and specifications, from time to time in effect, governing the installation of transmission and distribution system mains and

facilities constructed within Clyde Township and/or pursuant to contract with Clyde Township if located outside of Clyde Township. In the event of a conflict between the County and Kimball Township's standards and specifications, the higher or stricter standard or specification shall apply. Clyde Township agrees that no extensions or additions of watermains or lines shall be made and no pumping, regulating, storage or other facilities shall be installed in its water system until clear and complete plans and specifications for such work shall have been filed with and approved by the County and Kimball Township. Such review and approval shall not be unreasonably withheld and shall be limited to engineering and public health considerations only if within the area set forth in Attachment B; any extension or connection outside of the area set forth in Attachment B shall first require the approval of Kimball Township; the consent of Kimball Township shall not be arbitrarily withheld. If approved by Kimball Township, then the approval of the County is also required, in the same manner as for an extension or connection within the area described in Attachment B.

9. Records and Audit.

A. Clyde Township Records. Clyde Township shall maintain suitable records of the number and sizes of service connections. Clyde Township shall also maintain a map showing the area served and distribution system supplying the area. These records shall be available to the County and/or Kimball Township at all times and copies shall be furnished free of charge to the County and/or Kimball Township when requested, but not more often than once a year, and the County and Kimball Township shall have the right to audit such records, at its or their own expense, annually.

B. County and Kimball Records. The County and Kimball Township shall cause to be maintained and kept, proper books of record and account of all transactions relating to this contract and Water District VI - Clyde Township, including an annual statement in reasonable detail showing cash income and disbursements and all matters pertaining to the fiscal operation of the System each year. These records shall be available to Clyde Township at all times and copies shall be furnished free of charge to Clyde Township when requested, but not more often than once a year, and Clyde Township shall have the right to audit such records, at its own expense, annually.

10. Inspection of Distribution System re: Conformance to Standards. It is understood and agreed that the County and Kimball Township may inspect all water system mains and facilities, water pipes, taps, service connections, fittings,

meters and appurtenances during installation, installed or intended for use in the system, during the continuance of this Agreement, for the purpose of insuring a uniform standard of construction for all areas served by the County's and Kimball Township's water mains, and to avoid any damage to the system as a whole, arising from inferior material or workmanship in the component parts, with the understanding, however, that such inspection shall not relieve Clyde Township from full responsibility for the conformance of finished work with the County and Kimball Township's standards and specifications or better; provided however, the County and Kimball Township shall reasonably coordinate any such inspections to avoid duplication of costs to the extent reasonable.

11. Protection Against Contamination. For the protection of the health of all consumers supplied with water from the water system of the County and Kimball Township systems, Clyde Township agrees to reasonably guard against all forms of contamination. If, at any time, contamination should occur, or may potentially occur in the judgment of the County or Kimball Township, the area or areas affected shall immediately be shut off and isolated or other proper measures taken, and continued until such conditions or threat shall have been abated and the water declared safe and fit for human consumption, by the properly constituted governmental health agencies having jurisdiction of the areas affected. The County and Kimball Township, jointly and severally, shall not be liable for, and Clyde Township on behalf of itself and any user hereby waives, any and all claims, costs and/or damages as to the County and Kimball Township, jointly and severally, arising from or resulting from termination of service pursuant to this paragraph.

12. Waiver of Claim for Temporary Interruptions. Notwithstanding and in addition to any other provision herein, in the event proper operation of the system, or a water main break, requires the County and/or Kimball Township to discontinue temporarily all or part of the supply or transmission of water to Clyde Township, or requires Kimball to discontinue temporarily all or part of the use of its System, Clyde Township, on behalf of itself and any user, hereby waives any and all claims, costs and/or damages, as to the County and Kimball Township, jointly and severally, arising from or resulting from such discontinuance; the County and Kimball Township, jointly and severally, shall not be liable to Clyde Township or any user for any such claims, costs and/or damages arising from or resulting from the same. (See 11, 15 and 16)

13. Prior Approval of County and Kimball Re: Other Sources of Water. It is understood and agreed that Clyde

Township shall not physically connect to any other source or supply and will not under any circumstances permit water from any other source or supply to be introduced into its water system, nor any part thereof, or to be mixed or mingled with water from the water system of Kimball Township and/or the County without prior written approval of the County and Kimball Township.

14. Incorporation of Attachments A and B; Mutual Consent for Use of County and Kimball Township Systems. The County and Kimball Township hereby consent to the use of St. Clair County Water Supply System VI by Clyde Township, as limited and provided for herein, including Attachments A and B which are incorporated herein, for purposes of constructing, operating and maintaining a water distribution system in Clyde Township, and, upon further approval, for any improvements, enlargements and extensions thereto. All necessary permits, consents and rights-of-way from any party to service the area set forth in Attachment B will be secured with the assistance and cooperation of each party; provided however, Kimball Township has no obligation to consent to such improvements, enlargements, and extensions of Clyde Township's Water System outside of the area set forth in Attachment B. (See paragraph 8)

15. Temporary Connection to Other Mains. It is mutually understood and agreed that Clyde Township's mains may be connected temporarily, by the County or Kimball Township, with the reasonable consent of each party, to the mains of and serving other suburban areas for flow in either direction, to provide an adequate water supply to Clyde Township, and to other areas and units of government, and to provide for efficient operation of any such water supply system. Each party agrees that no connection will be made that is not in accordance with accepted water system distribution practice.

16. A. County Contract with City. This Agreement and any obligation or responsibility of the County or Kimball Township is subject to the terms and conditions of a Filtered Water Service Agreement dated November 9, 1977 between the City of Port Huron and the County of St. Clair, by and through its Board of Public Works, as presently amended, which expires in approximately 1997 and is subject to the terms and conditions of Kimball Township's contract with the County dated May 30, 1978, which expires approximately 1998. To the extent that any re-negotiation of those contracts impose different or additional charges to the County and/or Kimball Township and/or its or their customers, or otherwise adversely affects the quality, flow or pressure or other restrictions or requirements relative to the Systems and/or water available to Kimball Township and/or its or their customers, Kimball Township and/or the County, jointly and

severally, reserve the right to modify this contract with Clyde Township to provide for a direct pass-through of those charges and/or adverse effects, restrictions or requirements to Clyde Township with this contract being modified accordingly, except that Clyde Township may opt to terminate this contract in writing, without prior notice, for a period of 30 days after receiving notice from Kimball Township and/or the County as to the required modification.

B. Waiver of Damages. Neither the County nor Kimball Township, jointly and severally, is liable to Clyde Township, or any user, for any failure to maintain adequate pressures in the Systems. Neither the County nor Kimball Township, respectively, is liable to Clyde Township, or any user, for any cessation or interruption in the water supply, when such failure or cessation or interruption is occasioned by or due to any act of God, strikes, lock-outs, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery, pipe or equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated herein or otherwise, not within the respective control of the County and/or Kimball.

C. Failure of a Party to Perform Contract. No failure or delay in performance of the executed water service agreement by any party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to an Act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or water lines or mains and/or appurtenances, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension; provided that no cause or contingency shall relieve Clyde Township of its obligation to make payment to the County and Kimball Township for water delivered. Provided further, in the event the County fails to furnish water or Kimball Township fails to have transmission mains available, as required by this Agreement, for a period of six months, Clyde Township, at its option, shall have the right to terminate this contract or to contract for a temporary source of supply of additional water of equal or better quality, to be introduced into its water system to meet its requirements until such time as the County and/or Kimball is able to continue to meet the requirements of this Agreement.

17. Length of Contract and Termination. This Agreement shall continue for an indefinite period of time but at least for a period of forty-one (41) years from the date hereof, except as otherwise provided. This Agreement may be terminated

by any party at any time, by giving two (2) year's written notice to the other parties, but the two year notice may not be given until after the expiration of 39 years; provided however this Agreement may be terminated at any time upon mutual consent of all parties.

18. Agreement Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

19. Caption Headings for Convenience Only. The caption headings herein are for general convenience and reference purposes only, and shall not be used for any other purpose whatsoever, including but not limited to any interpretation of any provisions of this Agreement.

Adoption and Effective Date. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers. This Agreement shall be effective as of the date that all parties have approved the same and their respective officers have signed below. The Agreement shall be dated as of the date of the last signature hereto.

COUNTY OF ST. CLAIR
BY ITS BOARD OF PUBLIC WORKS
(Pursuant to attached resolution of Board
of County Commissioners)

Date: 12-8-92

ATTEST:

Gret Aitamura
Sandra J. Bellinger

APPROVED:

Paul M. Brown
Vice-Chairman
Walter M. Street
Secretary

BY TOWNSHIP OF KIMBALL
(Pursuant to attached resolution of its Board of Trustees)

Date: 12-7-92

ATTEST:

Mary S. Kich
W. J. Chan

APPROVED:

Patricia A. Laker
Supervisor
Jayce Shaffer
Clerk

BY TOWNSHIP OF CLYDE
(Pursuant to attached resolution of its Board of Trustees)

Date: November 24, 1992

ATTEST:

APPROVED:

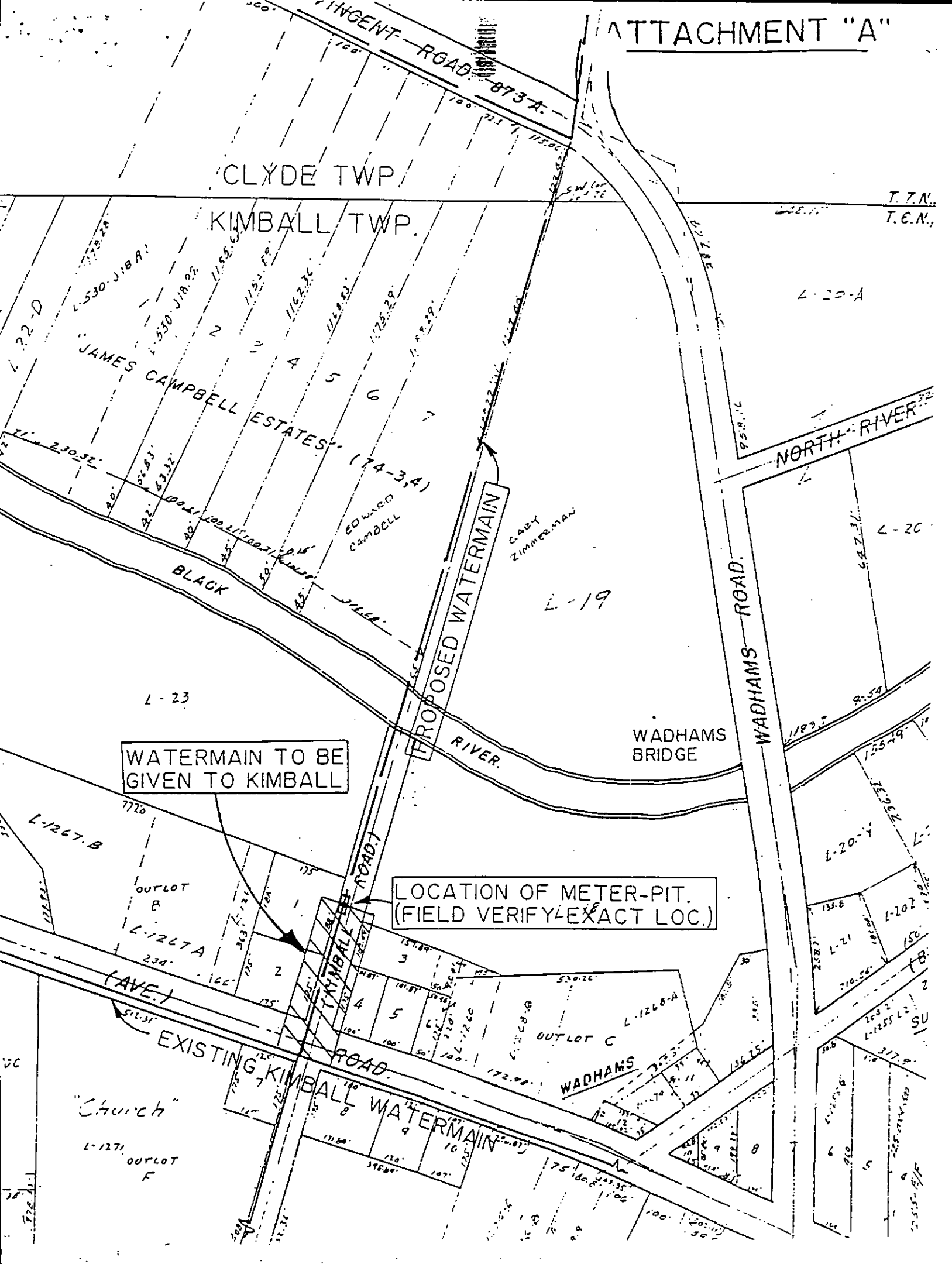
John R. Dell Supervisor
Rose Mary Palmateer Clerk

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10-15-92

CLYDE TWP.

KIMBALL TWP.

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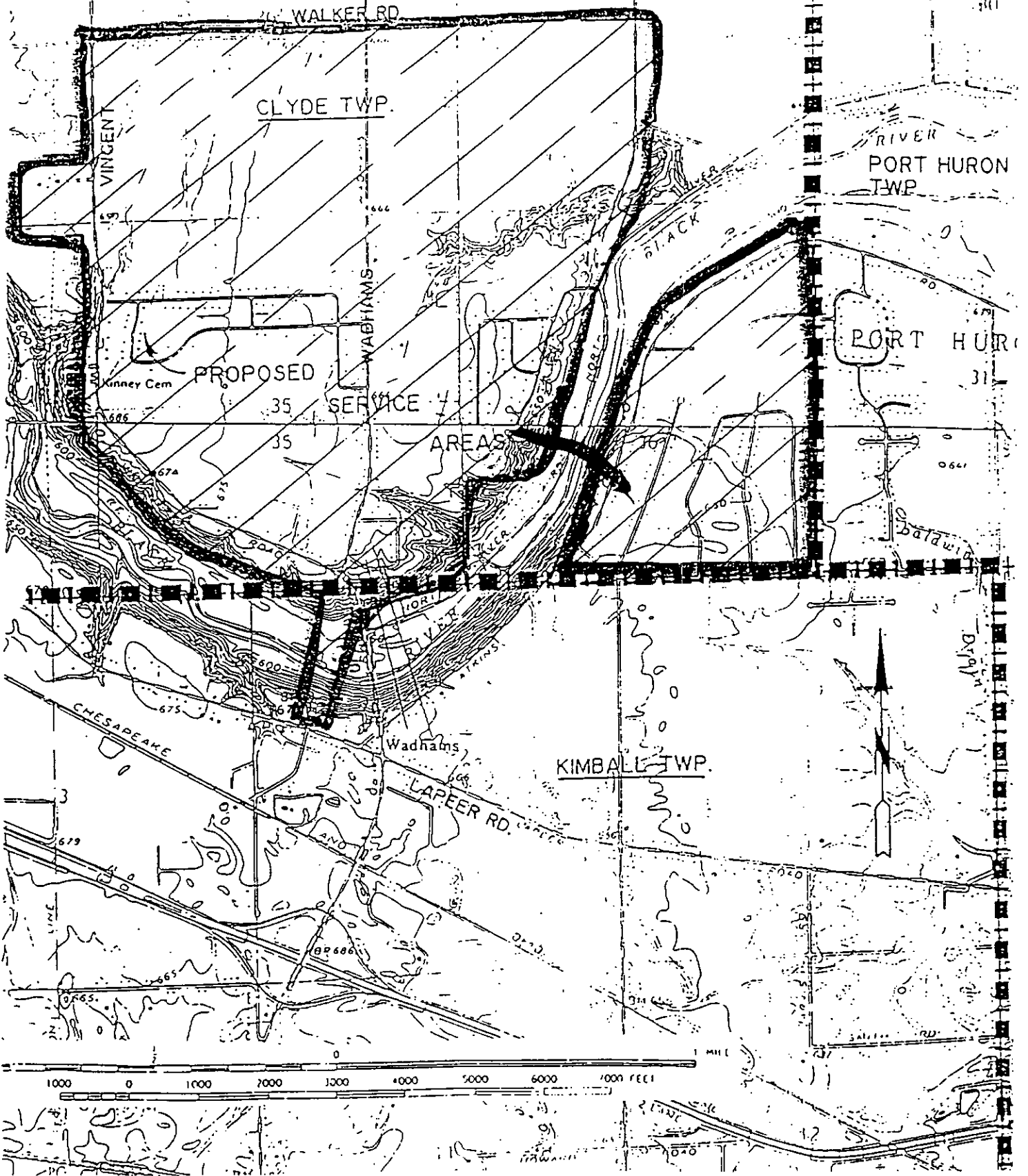


WATERMAIN TO BE GIVEN TO KIMBALL

LOCATION OF METER-PIT.
(FIELD VERIFY EXACT LOC.)

"Church"

ATTACHMENT "B"



RESOLUTION 92-65

RE: FILTERED WATER SERVICE AGREEMENT
WATER DISTRICT VI, CLYDE TOWNSHIP

WHEREAS, the Township of Clyde desires to receive a supply of filtered water from the County of St. Clair for Water District VI, Clyde Township; and

WHEREAS, the Board of Public Works has negotiated a Filtered Water Service Agreement, dated November 9, 1977, between the City of Port Huron and the County of St. Clair; and

WHEREAS, the Agreement provides that the County may be permitted to supply water to specific customers or areas beyond the limits of WD VI-K as may be mutually agreed upon in writing by the parties to said Agreement; and

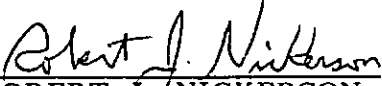
WHEREAS, the Township agrees to pay for all water supplied by the County at the rates established by Board of Public Works Resolution No. 92-04 (copy of which is attached hereto).


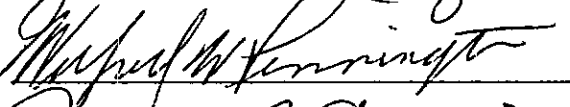

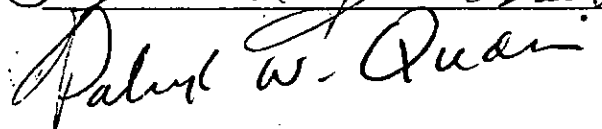
NOW, THEREFORE, BE IT RESOLVED:

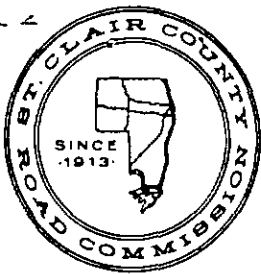
1. That the St. Clair County Board of Commissioners approve the Filtered Water Service Agreement, copy of which is attached hereto, between the Townships of Clyde and Kimball and County of St. Clair as recommended by the Board of Public Works.
2. That the Chairman and Secretary of the Board of Public Works be authorized to execute said Agreement on behalf of the County of St. Clair.

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060



COUNTY OF ST. CLAIR

21 Airport Drive, Port Huron, Michigan 48060

Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator

FROM: John D. Perry, Director

DATE: December 9, 1992

SUBJECT: Clyde Township Water Project

The Township of Clyde desires to receive a supply of filtered water from the County of St. Clair. The Agreement that we negotiated with the City of Port Huron dated November 9, 1977 permits that specific customers or areas beyond the limits of the original water district can receive water if agreed to in writing.

Clyde Township has agreed to the terms of a Filtered Water Service Agreement with Kimball Township and the County of St. Clair. The Board of Public Works approved the Filtered Water Service Agreement at their rescheduled meeting of December 8, 1992.

An Addendum to the original Filtered Water Service Agreement needs to be approved between the County Board of Public Works and the City of Port Huron. (See attached resolution)

We recommend ratification by the St. Clair County Board of Commissioners of the above mentioned Filtered Water Service Agreement and Addendum #7 to the original Filtered Water Service Agreement of November 9, 1977.

Please place these items on your next agenda.

sb
cc: 10 copies w/encl.
Robert Nickerson w/encl.

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

APPROVING ADDENDUM #7 TO FILTERED WATER SERVICE AGREEMENT

WHEREAS, the City of Port Huron and the County of St. Clair entered into a Filtered Water Service Agreement, dated November 9, 1977, for the supply of water from the City of Port Huron to the Township of Kimball, WD VI-K, St. Clair County; and

WHEREAS, the Agreement provides that the County may be permitted to supply water to specific customers or areas beyond the limits of WD VI-K as may be mutually agreed upon in writing by the parties to said Agreement; and

WHEREAS, the County desires to supply water to Clyde Township; and

WHEREAS, all parties have agreed to the extension of service to this particular location.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Public Works of the County of St. Clair does hereby approve the Addendum to the Filtered Water Service Agreement extending water to the particular service area indicated above and further recommends that the Addendum be forwarded to the St. Clair County Board of Commissioners for their ratification.

AYES: Commissioner McCormick
Commissioner Street

ABSENT: Commissioner Foley

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a rescheduled meeting of the Board of Public Works of the County of St. Clair held on Tuesday, December 8, 1992 at 9:30 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Deputy Secretary

ADDENDUM #7 TO
FILTERED WATER SERVICE AGREEMENT
OF NOVEMBER 9, 1977

THIS ADDENDUM made this _____ day of _____, by and between the CITY OF PORT HURON, a municipal corporation, organized under the laws of the State of Michigan, party of the first part, hereinafter referred to as CITY, and the COUNTY OF ST. CLAIR, a municipal corporation, organized under the laws of the State of Michigan, by and through its Board of Public Works, party of the second part, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, the City and the County entered into a Filtered Water Service Agreement, dated November 9, 1977, for the supply of water from the City of Port Huron to the Township of Kimball, WD VI-K, St. Clair County; and,

WHEREAS, Section 5 of said Agreement provides that the County may be permitted to supply water to such specific customers or areas beyond the limits of WD VI-K as from time to time may be mutually agreed upon in writing by the parties to said Agreement; and,

WHEREAS, the County desires to supply water service to residents within the geographic boundaries of Clyde Township, beyond the limits of WD VI-K;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City agrees to and permits the extension of filtered water service to the residents within the geographic boundaries of Clyde Township.
2. It is mutually understood and agreed that the service extended by this Addendum shall be subject to all the terms and conditions of the Filtered Water Service Agreement of November 9, 1977.
3. This Addendum shall take effect upon adoption of resolution of approval from the governing bodies of St. Clair County Board of Public Works, St. Clair County Board of Commissioners and the City; and execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the day and year first above written.

BY THE COUNTY OF ST. CLAIR
BY ITS BOARD OF PUBLIC WORKS
(Pursuant to attached resolution of the Board of County Commissioners)

ATTEST:

John B. ... Director
Janet C. Kitamura Deputy Secretary

Carl ... Vice-Chairman
Walter M. Street Secretary

BY THE CITY OF PORT HURON
(As provided in Chapter X, Section 87, of the 1969 City Charter)

ATTEST:

City Manager
Mayor

APPROVED AS TO FORM:

City Attorney
City Clerk

APPROVED AS TO SUFFICIENCY OF FUNDS:

Director of Finance

RESOLUTION NO. 92 - 09

RESOLUTION RE: FILTERED WATER SERVICE AGREEMENT
WATER DISTRICT VI, CLYDE TOWNSHIP

WHEREAS, the Township of Clyde desires to receive a supply of filtered water from the County of St. Clair for Water District VI, Clyde Township; and

WHEREAS, the Board of Public Works has negotiated a Filtered Water Service Agreement, dated November 9, 1977, between the City of Port Huron and the County of St. Clair; and

WHEREAS, the Agreement provides that the County may be permitted to supply water to specific customers or areas beyond the limits of WD VI-K as may be mutually agreed upon in writing by the parties to said Agreement; and

WHEREAS, the Township agrees to pay for all water supplied by the County at the rates established by Board of Public Works Resolution No. 92-04, copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, That the Filtered Water Service Agreement between the Townships of Clyde and Kimball and the County of St. Clair is hereby approved contingent upon approval by Clyde and Kimball Townships.

BE IT FURTHER RESOLVED, That the Filtered Water Service Agreement be forwarded to the St. Clair County Board of Commissioners for their ratification.


AYES: Commissioner McCormick
Commissioner Street

Absent: Commissioner Foley

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a rescheduled meeting of the Board of Public Works of the County of St. Clair held on Tuesday, December 8, 1992 at 9:30 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Janet C. Kitamura, Deputy Secretary

RESOLUTION NO. 92-04

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

WDVI-CLYDE TOWNSHIP WATER RATE SCHEDULE

WHEREAS, the County by resolutions of its Board of County Commissioners, has authorized and established through the Board of Public Works, a water transmission supply system to provide a potable supply of water to service Clyde Township, which water transmission supply system has been designated St. Clair County Water District VI-Clyde Township pursuant to the authorization provided in Act 185, Public Acts of Michigan, 1957, as amended; and

WHEREAS, the County under and subject to the terms of an agreement with the City of Port Huron will purchase water from the City to service WD VI-Clyde Township; and

WHEREAS, Clyde Township agrees to pay to the County such reasonable and necessary rates and charges for water supply services as shall be established by the County through the Board of Public Works, or other successor agency from time to time, which charges shall be sufficient to provide for all costs of operating, administering and maintaining the system and establishing a reasonable reserve therefore; and

WHEREAS, it is necessary to establish reasonable rates to be charged to WD VI-Clyde Township.

That the rates to be charged to Clyde Township be as follows:

- 1) \$290 per each customer connection to the Township's distribution system payable in cash or optional payment over a period of twenty (20) years in equal annual principle installments plus interest on the unpaid balance.
- 2) Commodity Charge based on the amount of water used:
~~\$6.83~~ \$7.06 per 1000 cubic feet per quarter.

3) Readiness to Serve charge based on the size of the water meter:

<u>Meter Size</u>	<u>Meter Charge</u>
5/8"	\$ 16.00
3/4"	28.00
1"	40.00
1 1/2"	65.00
2"	102.00
3"	128.00
4"	240.00
6"	480.00
8"	750.00
10"	1246.00
12"	1757.00
16"	2715.00
20"	3834.00
24"	5032.00

4) Effective Date of this Amendment:

The effective date of this amendment is *July 21*, 1992.

THAT the charges so computed shall be billed to Clyde Township following the last day of each calendar quarter and shall be paid within twenty (20) days. Payments received after such period shall bear a penalty of ten percent (10%) of the amount of the bill. Any unpaid balance remaining after one year shall be assessed an interest charge of six percent (6%) per year.

THAT the Department of Public Works shall have the right to shut off water service to any premise for which charges are more than three (3) months delinquent, and such service shall not be re-established until all delinquent charges and penalties and a turn-on charge, to be specified by the Board of Public Works, have been paid. Further, such charges and penalties may be recovered by the Board of Public Works by court action.

THAT all money derived by the collection of the rates imposed by this resolution shall be deposited into a bank to be designated by the Board of Public Works in a special depository account to be designated as St. Clair County Department of Public Works Utility Operation and Maintenance Receiving Fund. There shall first be set aside sufficient funds for replacement which shall be used solely for the purpose of making major repairs and replacements to the system.

THAT the initial rates specified shall be subject to revision from time to time by the Board of Public Works, it being the intent that such rates provide sufficient funds to enable the system to be efficiently operated, maintained and administered.

THAT the Board of Public Works shall cause to be maintained and kept proper books of record and account, in which shall be made full and correct entries of all transactions relating to the system. Not later than four months after the close of each fiscal year, the Board of Public Works shall cause to be prepared a statement in reasonable detail showing the cash income and disbursements of the system at the beginning and close of the fiscal year, and such other information as may be necessary to enable Clyde Township to be fully informed as to all matters pertaining to the fiscal operation of the system each year.

AYES: Commissioner Foley
Commissioner McCormick
Commissioner Street

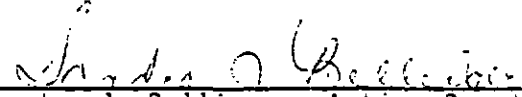
NAYS: 0

ABSENT: 0

Resolution Declared Adopted: July 21, 1992

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a special meeting of the Board of Public Works of the County of St. Clair held on Tuesday, July 21, 1992 at 7:00 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.



Sandra J. Bellinger, Acting Deputy Secretary

RESOLUTION ADOPTING FILTERED WATER SERVICE AGREEMENT

A Special meeting of the Township Board of the Township of Clyde, County of St. Clair, Michigan, held on the 24th day of November, 1992, at the Township Hall, 3350 Vincent Road Road, in said Township, at 7:00 o'clock P.M.

PRESENT: Members Dell, Palmateer, Davis, London and Stone

ABSENT: Members 0

The following preamble and resolution were offered by Member Palmateer and supported by Member Stone.

WHEREAS, Clyde Township desires to enter into the attached Filtered Water Service Agreement with St. Clair County DPW and Kimball Township,

NOW THEREFORE BE IT RESOLVED that the Clyde Township Board agrees to and approves the attached Filtered Water Service Agreement; the Township Clerk and Supervisor are authorized to sign said agreement on behalf of Clyde Township upon confirmation that all parties have approved the same.

AYES: Members Dell, Stone, London, Davis and Palmateer

NAYS: Members 0

RESOLUTION DECLARED ADOPTED.

Rose Mary Palmateer
Rose Mary Palmateer, Clerk
Township of Clyde

Certification

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Clyde, County of St. Clair, Michigan, at a Special meeting held on November 24, 1992, 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.

Rose Mary Palmateer
Rose Mary Palmateer, Clerk
Township of Clyde

RESOLUTION ADOPTING FILTERED WATER SERVICE AGREEMENT

A Regular meeting of the Township Board of the Township of Kimball, County of St. Clair, Michigan, held on the 20th day of October, 1992, at the Kleckner Hall, 1955 Allen Road, in said Township, at 7:30 o'clock P.M.

PRESENT: Members Halifax, Sutherland, Brotherton, Rutkofske, Loyson, Shaffer, Morley

ABSENT: Members None

The following preamble and resolution were offered by Member Sutherland and supported by Member Rutkofske.


WHEREAS, Kimball Township desires to enter into the attached Filtered Water Service Agreement with St. Clair County DPW and Clyde Township,

NOW THEREFORE BE IT RESOLVED that the Kimball Township Board agrees to and approves the attached Filtered Water Service Agreement; the Township Clerk and Supervisor are authorized to sign said agreement on behalf of Kimball Township upon confirmation that all parties have approved the same.

AYES: Members Halifax, Sutherland, Brotherton, Rutkofske, Loyson, Shaffer, Morley

NAYS: Members _____


RESOLUTION DECLARED ADOPTED.



Joyce Shaffer, Clerk
Township of Kimball

Certification

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Kimball, County of St. Clair, Michigan, at a Regular meeting held on October 20, 1992, 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.



Joyce Shaffer, Clerk
Township of Kimball

FILTERED WATER SERVICE AGREEMENT
FOR CERTAIN PORTIONS OF CLYDE TOWNSHIP - BY ST. CLAIR
COUNTY DPW, KIMBALL TOWNSHIP AND CLYDE TOWNSHIP

THIS AGREEMENT, made this _____ day of _____, 1992, by and between the COUNTY OF ST. CLAIR, a Municipal Corporation organized under the laws of the State of Michigan, by and through its Board of Public Works, hereinafter referred to as COUNTY, and the TOWNSHIP OF CLYDE, a Municipal Corporation organized under the laws of the State of Michigan, hereinafter referred to as CLYDE TOWNSHIP, and the TOWNSHIP OF KIMBALL, a Municipal Corporation organized under the laws of the State of Michigan, hereinafter referred to as KIMBALL TOWNSHIP,

WITNESSETH:

WHEREAS, Clyde Township desires to receive a supply of filtered water from the County for Clyde Township and to purchase same from the County; and

WHEREAS, the County, under the provisions of Act 185, Public Acts of Michigan, 1957, as amended (hereinafter sometimes referred to as the "Act"), has established a Department of Public Works for the administration of the powers conferred upon the County by said Act, which department is under the immediate control of the Board of Public Works (hereinafter sometimes referred to as the "Board") and under the general control of the Board of Commissioners of the County of St. Clair; and

WHEREAS, said Act authorizes a county to acquire water supply systems as defined in said Act and to improve, enlarge, extend and operate such systems; and

WHEREAS, on November 9, 1977, the St. Clair County Board of Commissioners entered into a Filtered Water Service Agreement with the City of Port Huron; and

WHEREAS, the County has amended said Agreement to include the Township of Clyde, St. Clair County, Michigan as an extension from St. Clair County Water Supply System and District VI; and

WHEREAS, the County established the St. Clair County Water Supply System and District VI, comprising all of Kimball Township, and thereafter entered into the St. Clair County Water Supply System No. VI Contract with Kimball Township dated January 25, 1978, as modified by a Supplemental Contract dated November 14, 1978, pursuant to which Kimball Township presently leases the

System (excluding the County Air Industrial Park watermain, and its related appurtenances, including the elevated tank and the County's airport water system); and

WHEREAS, Kimball Township will allow the County to use transmission lines in Kimball Township to supply water to Clyde Township, subject to the terms and conditions of this Agreement; and

WHEREAS, the County pursuant to agreement with the City of Port Huron shall receive a supply of water from the City of Port Huron Water System to supply the Township of Clyde, and pursuant to the consent of Kimball Township, may use certain water transmission lines in Kimball Township for such purpose.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Sale of Water

A. Transmission and Quality of Water. The County agrees to sell and deliver to Clyde Township filtered water of a character and quality approved by the State Health Department, and Kimball Township agrees to allow the use of its water transmission lines and the use of a certain portion of Kimball Township, subject to the terms and conditions stated hereinafter.

B. Purchase of County Water and Transmission. Clyde Township agrees to purchase filtered water from the County and to pay Kimball Township for allowing the limited transmittal of such water through Kimball Township's watermains and territory as limited herein, subject to terms and conditions hereof.

2. Use of Streets and Mains

A. Consent re: Kimball Streets and Mains. Kimball Township hereby consents to the reasonable use of certain of its watermains and the use of its streets, highways and public places in Kimball Township as set forth in Attachment A by Clyde Township for the purpose of constructing, operating and maintaining the watermains described in Attachment A. This consent is given pursuant to the Michigan Constitution of 1963, Article VII, Section 29.

B. Consent re: County Streets and Watermain. The County consents to the reasonable use of any County watermains and its public roads and right-of-ways, subject to the applicable permits being issued.

C. Ownership and Dedication of Portion of Watermain -Attachment A. Clyde Township shall own and be responsible for the repair and replacement of the watermain it is constructing within Kimball Township, located generally in the vicinity of Black River Bridge along Wadhams Road and specifically indicated on Attachment A. Kimball Township shall have the right to tap into the watermain south of the Master Meter, without charge, but in such event Kimball Township shall thereafter be responsible for the maintenance and replacement of that portion of the watermain south of the Master Meter.

D. Reasonable Service to Kimball by Clyde if Water or Sewer Available. Clyde Township agrees to allow Kimball Township users reasonable use of that part of its watermain lying in Kimball Township north of the Master Meter shown on Attachment A, subject to payment of reasonable connection fees and use charges as reasonably determined by Resolution of the Clyde Township Board. In such event, Clyde Township shall bill Kimball Township as its customer and any such user shall be Kimball Township's customer. Kimball Township and Clyde Township may vary this paragraph by Resolution of both Townships with notice to the County. Additionally, to whatever extent sewer and/or additional water service becomes available that would reasonably service that portion of Kimball Township lying north of Black River, Clyde Township agrees to service the same, with Kimball Township as its customer, subject to agreeing upon reasonable connection fees and use charges.

3. Flow and Pressure - Limitation on Connections.

A. Reasonable Pressure and Flow Subject to Kimball Requirements and Repairs. The County, to the best of its ability, shall deliver water to Clyde Township at the point or points designated herein at the rates of flow and pressures needed to meet all reasonable requirements, subject to the following:

- (1) Flow and pressure Priority to Kimball. Rates of flow and pressure needed to meet all reasonable requirements in Kimball Township shall first be provided for.
- (2) Repairs. Reduced pressure will occur when repairs and maintenance is occurring on the Kimball Township System, including the water tower.
- (3) Limitations Re: GPM and Area. Connections pursuant to this contract shall be limited to a

maximum average daily flow of 820,800 gallons and a peak hourly flow of 855 gpm as measured at both Master Meters and determined by combining the flow in both meters. The area of Clyde Township to be serviced shall be limited to the area set forth on Attachment B. Connections outside of the area in Attachment B and/or connections that could cause the maximum flow within the service area set forth on Attachment B to exceed the maximum average daily flow of 820,800 gallons and/or the peak hourly flow of 855 gpm, shall not be made without first obtaining the approval of Kimball Township; the latter may approve or disapprove in its discretion, any such connections, provided however, such discretion shall not be exercised arbitrarily. Kimball Township agrees to allow further reasonable temporary pumping in excess of 855 gpm in non-peak hours for a Clyde Township watertower and a reasonable expansion of the Clyde Township service area, provided that it can be accomplished in a manner that is not adverse to the flow and pressure to Kimball Township and its customers, other than Clyde Township. This latter provision anticipates that Clyde Township will be constructing a watertower to serve Clyde Township, including area north of Walker Road, and that reasonable arrangements to fill and maintain the water in the watertower will not be arbitrarily denied or refused by Kimball Township.

- (4) Clyde Township System Modifications. Each township shall be responsible for monitoring the flow; it is acknowledged by Kimball Township that there may be infrequent and temporary flows above the daily and peak limitations set forth above, including but not limited to water main flushing, fire fighting or water line breakage. Kimball Township always reserves the right to strictly enforce the above limitations if a violation would adversely affect the Kimball Township System within Kimball Township, or its customers, outside of Kimball Township (other than Clyde Township); otherwise, it is acknowledged that infrequent and temporary flows above these limitations do not constitute a breach of this Agreement if there are no adverse affects on the Kimball system or customers. Clyde Township is solely responsible for monitoring its flow and predicting its needs in relation to this contract and deciding when to begin system modifications so as to stay within

the limitations herein; provided however, at such time as Kimball Township determines, in its own discretion but not to be exercised in an arbitrary manner, that Clyde Township must make system modifications to stay within the hourly and daily limitations herein, Kimball Township shall give Clyde Township 2 years written notice to accomplish the same.

- (5) Breach of Agreement by Clyde and Failure to Make System Modifications. In the event that Clyde Township substantially breaches this agreement, or fails to make its system modification within said 2 year period, or in the event that the modifications are insufficient, as determined in Kimball Township's discretion as exercised in a non-arbitrary manner, Kimball Township may thereafter immediately increase its quarterly transmission charge, effective immediately, to an amount per quarter equal to--twice that of all charges paid by Clyde Township to the County for commodity and Readiness to Serve charges--plus the 15 percent otherwise payable to Kimball Township. No further connections shall be allowed until the breach has been reasonably corrected and/or adequate system modifications have been made to the Clyde Township System; in addition, Kimball Township may close any valve (for any period of time up to 24 hours) at any given time that the limitations are being exceeded, and/or seek any other remedy provided for by law; any other remedy provided for by law shall be deemed in addition to and supplemental to the remedies set forth herein. The exercise of one remedy at any particular time does not waive Kimball Township's right to also use any other remedy upon the same or at a later date; provided however, if system modifications have been timely made and the same were reasonable but are still insufficient, Clyde Township shall have an additional 6 months to further modify its system before Kimball Township can unilaterally limit the flow by closing valves or impose other remedies, except that Clyde Township shall then be required to pay Kimball Township the increased transmission fee set forth above, and there shall be no further connections, during said 6 months or until the system modifications are corrected, whichever occurs first.

B. General Statement of Purpose. It is acknowledged that the terms of the contract do not and are not intended to restrict Kimball Township's right to contract with other customers, including other municipal customers, in a manner solely within the discretion of Kimball Township, subject to providing and allowing for the average daily flow of 820,800 gallons to Clyde Township with a peak hourly flow of 855 gpm as provided for herein. The primary intent of these provisions is to protect Kimball Township's water pressure within Kimball Township and/or customers (other than Clyde Township) outside of Kimball Township, to alert Clyde Township of a need to commence its intended system modification early enough to avoid any adverse effect on any Water System, recognizing that an effective modification may take 2 years to accomplish, and to reserve Kimball's right to contract with other customers, including municipal customers, with no implied capacity reserved for Clyde Township, except for the average daily flow and peak flow limitation set forth herein.

C. Protection to Kimball. Notwithstanding anything else contained herein however, Kimball Township reserves the right to exercise its discretion to do what is prudent to protect the water quality pressure and flow within Kimball Township and to current customers outside of Kimball Township first; any obligation to allow the transmittal of water to Clyde Township is subordinate and secondary to the same, subject only to Kimball Township not exercising its discretion in an arbitrary manner.

4. Points of Delivery. Water shall be delivered by the County to Clyde Township at the following locations, hereinafter referred to as points of delivery:

A. Allen Road at West Water Street

B. North of Lapeer Road at Bartlett Road

C. And at such other points as may from time to time be mutually agreed upon by the parties hereto.

5. Water Distribution in Clyde Township. The County's and Kimball Township's responsibility does not run beyond said point or points of delivery, heretofore more specifically set forth, it being clearly understood that the responsibility for distributing water from said point of delivery to the consumers lies entirely with Clyde Township.

6. Meter Installation Cost, Ownership, Repair and Estimate During Meter Failure. All water furnished shall be

measured by meters installed at the points of delivery referred to in paragraph 4. All said meters shall be furnished and installed at the expense of Clyde Township, under the supervision and inspection of the County and Kimball Township or its respective authorized agents. Said meters shall be of a size and make satisfactory to the County and Kimball Township and subject to inspection by each. The County shall thereafter maintain and replace said meters and cause such repairs and/or adjustments as may from time to time be necessary, to be promptly made and the meter shall be deemed to be in the possession of the County at all times except as the County may agree otherwise with Clyde Township in writing. Kimball Township can reasonably demand that the meters be tested from time to time at Clyde Township's expense. All master meters, including the County's meter in the vicinity of Griswold Road and 24th Street, shall be read and verified in a reasonable manner as the parties agree. The County's meter in the vicinity of Griswold and 24th Street shall be governed by the present Agreement between Kimball Township and the County, except that Clyde Township shall pay one-half of that meter charge as set forth in paragraph 7-A and Clyde Township shall also pay for the two additional meters servicing Clyde Township as set forth in paragraph 7-A. Clyde Township agrees to accept Kimball Township's estimates of quantities of water supplied during all periods in which the meters fail to measure correctly all water supplied to Clyde Township provided there is reasonable basis for such estimates.

7. Charges

A. County Commodity and Readiness to Serve and Connection Charges.

- (1) One-Half Meter Rate Per Resolution 92-04. Clyde Township agrees to pay for all water supplied by the County at the rates as established by the County Board of Public Works Resolution No. 92-04, and as the same may be amended from time to time hereafter, it being mutually understood that such rates shall always be reasonable in relation to the costs incurred by the County for the supply of water to Clyde Township, provided however the Readiness to Serve Charge for each of the two meters described at the delivery points set forth in paragraph 4-A and B shall be one-half of the usual Readiness to Serve Charge (full rate for meters set forth in the Resolution), as the latter is amended from time to time.
- (2) Commodity Charge Per Resolution 92-04. The current commodity charge is \$7.06 per 1,000 cubic feet of water used per quarter pursuant to Resolution No. 92-04.

- (3) 50% Rate for 2 Meters Not Subject to Change. The agreed upon percentage of "one-half" of the usual Readiness to Serve Charge (rate for meters) is not subject to change. The current Readiness to Serve Charge, as reduced, is a total of \$998.00 quarterly for both meters pursuant to Resolution #92-04 and this contract.
- (4) \$290.00 Connection Fees. Clyde Township agrees to pay to the County \$290.00 for each customer connection to Clyde Township's distribution system in Clyde Township; these payments shall be paid annually at such time as the parties agree. The words "each customer connection" shall be interpreted to mean each physical connection to a municipal Water Main, regardless of size, shall constitute a separate customer connection, except that each single family dwelling unit that is being served or is in any manner connected and able to be served, whether connected to a municipal Water Main or otherwise, shall also constitute a separate customer connection. The \$290.00 amount is not subject to change.

B. Kimball Township Transmission Charges. Clyde Township agrees to pay Kimball Township, as long as the Kimball Township watermains are used by the County to transmit water to Clyde Township:

- (1) 15% Quarterly Transmission Fee. A quarterly transmission fee in an amount equal to 15% of the quarterly water commodity charge referred to in paragraph 7A; the agreed upon percentage of 15% is not subject to change. It is mutually agreed that such rates shall always be reasonable in relation to Kimball Township allowing the use of its system by users outside of its corporate limits.
- (2) One-Half Cost of Master Meter. Clyde Township shall pay to Kimball Township one-half the Readiness to Serve charge owed by Kimball Township to the County, as the same is billed by Kimball Township to Clyde Township and as the charge is established from time to time by the County, for the meter located in the vicinity of Griswold Road and 24th Street, provided however the agreed upon percentage rate of "one-half" is not subject to change.
- (3) \$425.00 Connection Fees. Clyde Township agrees to pay to the Kimball Township \$425.00 for each customer

connection to Clyde Township's distribution system in Clyde Township; these payments shall be paid annually at such time as the parties agree. The words "each customer connection" shall be interpreted to mean each physical connection to a municipal Water Main, regardless of size, shall constitute a separate customer connection, except that each single family dwelling unit that is being served or is in any manner connected and able to be served, whether connected to a municipal Water Main or otherwise, shall also constitute a separate customer connection. The \$425.00 amount is not subject to change.

- (4) Kimball Township shall have the right to tap-in a certain portion of the Clyde Township Water Mains as set forth in paragraph 2(C).

C. Notice of Change in Rates. The County and Kimball Township, respectively, shall give ninety (90) days written notice of any change in the rates referred to in subparagraph A and B.

D. Billings - Nonpayment. Clyde Township shall be billed quarterly by the County and Kimball Township, respectively, for all charges set forth in subparagraphs A and B, except the \$290.00 or \$425.00 connection fees shall be billed annually; said amounts shall be payable on or before the due date shown thereon which shall be not less than thirty (30) days from such delivery. There shall be a further charge of ten percent (10%) of the amount of the bill if not paid on or before the due date. All delinquent balances remaining unpaid for one (1) year or more shall be subject to an additional charge of six percent (6%) per annum until paid. Water service to Clyde Township may be discontinued by the County and/or Kimball Township if any such bill is not paid within sixty (60) days of the due date, provided however, ten (10) days written notice of an intent to discontinue shall first be given personally to the Township Clerk. The termination of water service shall not waive any delinquent amounts owed. The County and Kimball Township, jointly and severally, shall not be liable for, and Clyde Township on behalf of itself and any water users hereby waives, any and all claims, costs and/or damages as to the County and Kimball Township, jointly and severally, arising from or resulting from such discontinuance of service arising from or as a result of failure to pay. Clyde Township shall be obligated to pay any disputed amount, and upon a final determination, any overpayment, shall be refunded.

8. Standards re: Clyde Township Distribution System. Clyde Township agrees to conform to the County's standards and specifications and Kimball Township's standards and specifications, from time to time in effect, governing the installation of transmission and distribution system mains and

facilities constructed within Clyde Township and/or pursuant to contract with Clyde Township if located outside of Clyde Township. In the event of a conflict between the County and Kimball Township's standards and specifications, the higher or stricter standard or specification shall apply. Clyde Township agrees that no extensions or additions of watermains or lines shall be made and no pumping, regulating, storage or other facilities shall be installed in its water system until clear and complete plans and specifications for such work shall have been filed with and approved by the County and Kimball Township. Such review and approval shall not be unreasonably withheld and shall be limited to engineering and public health considerations only if within the area set forth in Attachment B; any extension or connection outside of the area set forth in Attachment B shall first require the approval of Kimball Township; the consent of Kimball Township shall not be arbitrarily withheld. If approved by Kimball Township, then the approval of the County is also required, in the same manner as for an extension or connection within the area described in Attachment B.

9. Records and Audit.

A. Clyde Township Records. Clyde Township shall maintain suitable records of the number and sizes of service connections. Clyde Township shall also maintain a map showing the area served and distribution system supplying the area. These records shall be available to the County and/or Kimball Township at all times and copies shall be furnished free of charge to the County and/or Kimball Township when requested, but not more often than once a year, and the County and Kimball Township shall have the right to audit such records, at its or their own expense, annually.

B. County and Kimball Records. The County and Kimball Township shall cause to be maintained and kept, proper books of record and account of all transactions relating to this contract and Water District VI - Clyde Township, including an annual statement in reasonable detail showing cash income and disbursements and all matters pertaining to the fiscal operation of the System each year. These records shall be available to Clyde Township at all times and copies shall be furnished free of charge to Clyde Township when requested, but not more often than once a year, and Clyde Township shall have the right to audit such records, at its own expense, annually.

10. Inspection of Distribution System re: Conformance to Standards. It is understood and agreed that the County and Kimball Township may inspect all water system mains and facilities, water pipes, taps, service connections, fittings,

meters and appurtenances during installation, installed or intended for use in the system, during the continuance of this Agreement, for the purpose of insuring a uniform standard of construction for all areas served by the County's and Kimball Township's water mains, and to avoid any damage to the system as a whole, arising from inferior material or workmanship in the component parts, with the understanding, however, that such inspection shall not relieve Clyde Township from full responsibility for the conformance of finished work with the County and Kimball Township's standards and specifications or better; provided however, the County and Kimball Township shall reasonably coordinate any such inspections to avoid duplication of costs to the extent reasonable.

11. Protection Against Contamination. For the protection of the health of all consumers supplied with water from the water system of the County and Kimball Township systems, Clyde Township agrees to reasonably guard against all forms of contamination. If, at any time, contamination should occur, or may potentially occur in the judgment of the County or Kimball Township, the area or areas affected shall immediately be shut off and isolated or other proper measures taken, and continued until such conditions or threat shall have been abated and the water declared safe and fit for human consumption, by the properly constituted governmental health agencies having jurisdiction of the areas affected. The County and Kimball Township, jointly and severally, shall not be liable for, and Clyde Township on behalf of itself and any user hereby waives, any and all claims, costs and/or damages as to the County and Kimball Township, jointly and severally, arising from or resulting from termination of service pursuant to this paragraph.

12. Waiver of Claim for Temporary Interruptions. Notwithstanding and in addition to any other provision herein, in the event proper operation of the system, or a water main break, requires the County and/or Kimball Township to discontinue temporarily all or part of the supply or transmission of water to Clyde Township, or requires Kimball to discontinue temporarily all or part of the use of its System, Clyde Township, on behalf of itself and any user, hereby waives any and all claims, costs and/or damages, as to the County and Kimball Township, jointly and severally, arising from or resulting from such discontinuance; the County and Kimball Township, jointly and severally, shall not be liable to Clyde Township or any user for any such claims, costs and/or damages arising from or resulting from the same. (See 11, 15 and 16)

13. Prior Approval of County and Kimball Re: Other Sources of Water. It is understood and agreed that Clyde

Township shall not physically connect to any other source or supply and will not under any circumstances permit water from any other source or supply to be introduced into its water system, nor any part thereof, or to be mixed or mingled with water from the water system of Kimball Township and/or the County without prior written approval of the County and Kimball Township.

14. Incorporation of Attachments A and B; Mutual Consent for Use of County and Kimball Township Systems. The County and Kimball Township hereby consent to the use of St. Clair County Water Supply System VI by Clyde Township, as limited and provided for herein, including Attachments A and B which are incorporated herein, for purposes of constructing, operating and maintaining a water distribution system in Clyde Township, and, upon further approval, for any improvements, enlargements and extensions thereto. All necessary permits, consents and rights-of-way from any party to service the area set forth in Attachment B will be secured with the assistance and cooperation of each party; provided however, Kimball Township has no obligation to consent to such improvements, enlargements, and extensions of Clyde Township's Water System outside of the area set forth in Attachment B. (See paragraph 8)

15. Temporary Connection to Other Mains. It is mutually understood and agreed that Clyde Township's mains may be connected temporarily, by the County or Kimball Township, with the reasonable consent of each party, to the mains of and serving other suburban areas for flow in either direction, to provide an adequate water supply to Clyde Township, and to other areas and units of government, and to provide for efficient operation of any such water supply system. Each party agrees that no connection will be made that is not in accordance with accepted water system distribution practice.

16. A. County Contract with City. This Agreement and any obligation or responsibility of the County or Kimball Township is subject to the terms and conditions of a Filtered Water Service Agreement dated November 9, 1977 between the City of Port Huron and the County of St. Clair, by and through its Board of Public Works, as presently amended, which expires in approximately 1997 and is subject to the terms and conditions of Kimball Township's contract with the County dated May 30, 1978, which expires approximately 1998. To the extent that any re-negotiation of those contracts impose different or additional charges to the County and/or Kimball Township and/or its or their customers, or otherwise adversely affects the quality, flow or pressure or other restrictions or requirements relative to the Systems and/or water available to Kimball Township and/or its or their customers, Kimball Township and/or the County, jointly and

severally, reserve the right to modify this contract with Clyde Township to provide for a direct pass-through of those charges and/or adverse effects, restrictions or requirements to Clyde Township with this contract being modified accordingly, except that Clyde Township may opt to terminate this contract in writing, without prior notice, for a period of 30 days after receiving notice from Kimball Township and/or the County as to the required modification.

B. Waiver of Damages. Neither the County nor Kimball Township, jointly and severally, is liable to Clyde Township, or any user, for any failure to maintain adequate pressures in the Systems. Neither the County nor Kimball Township, respectively, is liable to Clyde Township, or any user, for any cessation or interruption in the water supply, when such failure or cessation or interruption is occasioned by or due to any act of God, strikes, lock-outs, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery, pipe or equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated herein or otherwise, not within the respective control of the County and/or Kimball.

C. Failure of a Party to Perform Contract. No failure or delay in performance of the executed water service agreement by any party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to an Act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or water lines or mains and/or appurtenances, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension; provided that no cause or contingency shall relieve Clyde Township of its obligation to make payment to the County and Kimball Township for water delivered. Provided further, in the event the County fails to furnish water or Kimball Township fails to have transmission mains available, as required by this Agreement, for a period of six months, Clyde Township, at its option, shall have the right to terminate this contract or to contract for a temporary source of supply of additional water of equal or better quality, to be introduced into its water system to meet its requirements until such time as the County and/or Kimball is able to continue to meet the requirements of this Agreement.

17. Length of Contract and Termination. This Agreement shall continue for an indefinite period of time but at least for a period of forty-one (41) years from the date hereof, except as otherwise provided. This Agreement may be terminated

by any party at any time, by giving two (2) year's written notice to the other parties, but the two year notice may not be given until after the expiration of 39 years; provided however this Agreement may be terminated at any time upon mutual consent of all parties.

18. Agreement Binding Upon Successors and Assigns.
This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

19. Caption Headings for Convenience Only. The caption headings herein are for general convenience and reference purposes only, and shall not be used for any other purpose whatsoever, including but not limited to any interpretation of any provisions of this Agreement.

Adoption and Effective Date. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers. This Agreement shall be effective as of the date that all parties have approved the same and their respective officers have signed below. The Agreement shall be dated as of the date of the last signature hereto.

COUNTY OF ST. CLAIR
BY ITS BOARD OF PUBLIC WORKS
(Pursuant to attached resolution of Board
of County Commissioners)

Date: 12-8-92

ATTEST:

Janet C. Kitamura
Sandra J. Bellinger

APPROVED:

Paul M. Brown
Vice-Chairman
Walter M. Street
Secretary

BY TOWNSHIP OF KIMBALL
(Pursuant to attached resolution of its Board of Trustees)

Date: 12-7-92

ATTEST:

Mary S. Vick
[Signature]

APPROVED:

Patricia A. Laker
Supervisor
Jayce Shaffer
Clerk

BY TOWNSHIP OF CLYDE
(Pursuant to attached resolution of its Board of Trustees)

Date: November 24, 1992

ATTEST:

APPROVED:

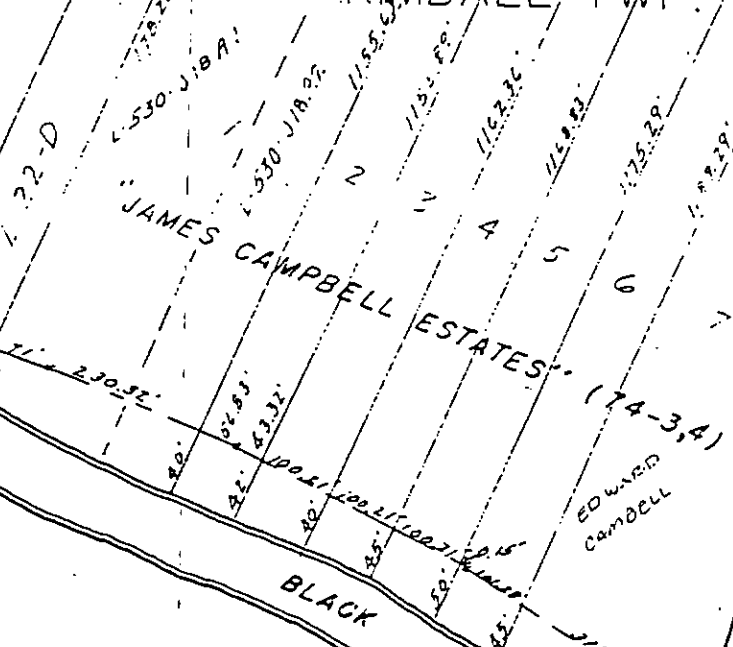
John R. Dell Supervisor
Rose Mary Palmateer Clerk

ord6\wtrsragr.
10-15-92

CLYDE TWP

KIMBALL TWP

T. 7. N.
T. E. N.



BLACK RIVER

PROPOSED WATERMAIN

CADY ZIMMERMAN

L-19

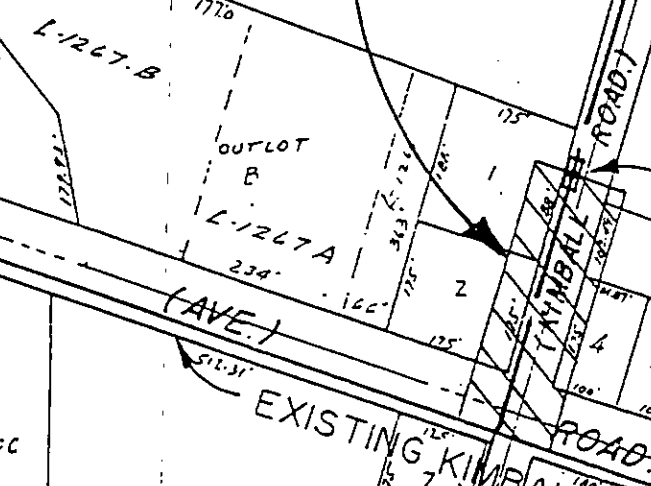
NORTH RIVER

WADHAMS ROAD

WADHAMS BRIDGE

WATERMAIN TO BE GIVEN TO KIMBALL

LOCATION OF METER-PIT.
(FIELD VERIFY EXACT LOC.)



(AVE.)

EXISTING WATERMAIN

"Church"

OUTLOT F

L-20-4

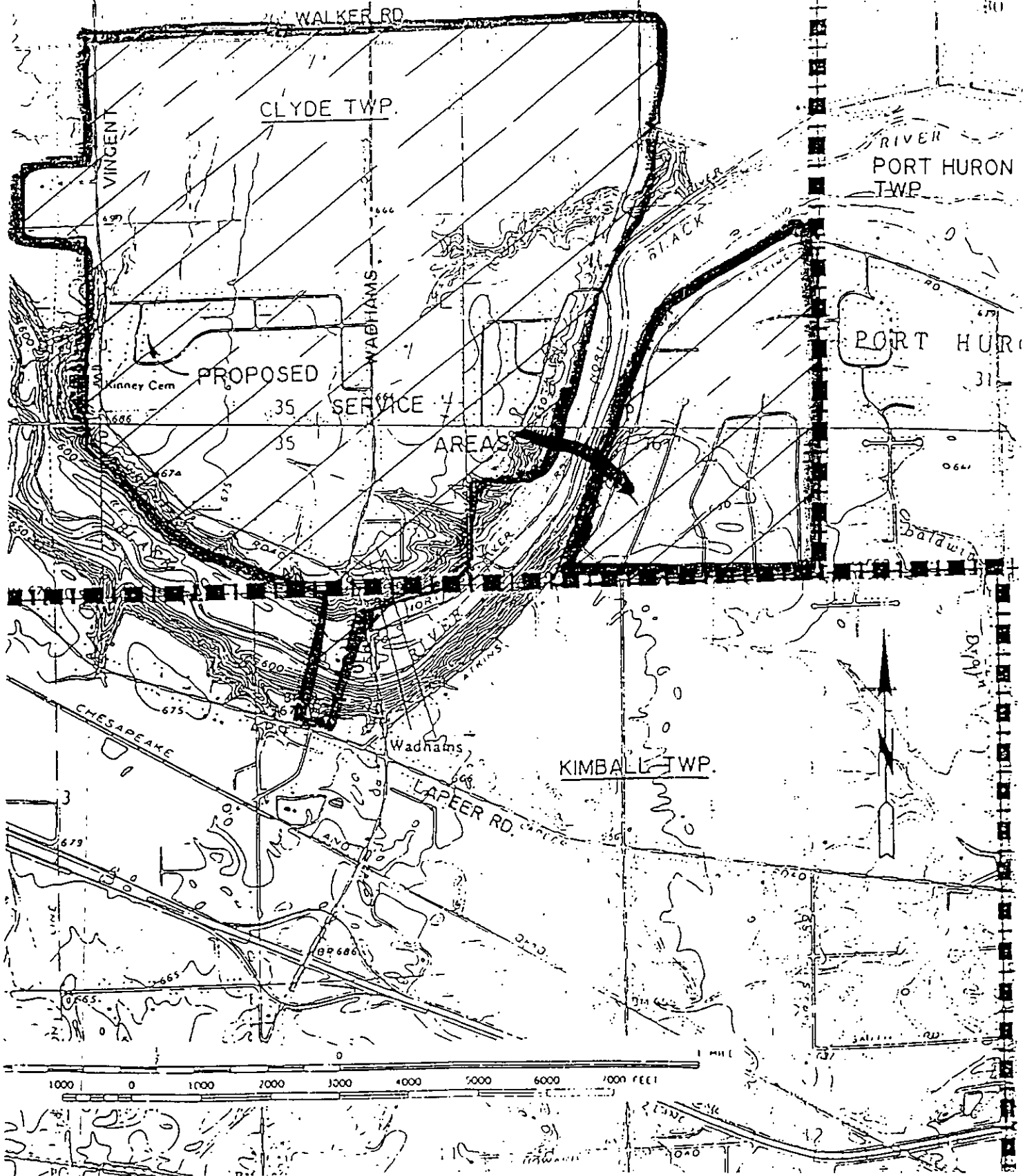
L-21

L-22

L-23

L-24

ATTACHMENT "B"



ADOPT 1993 SPECIAL REVENUE, DEBT SERVICE, AND OTHER SPECIFIC FUNDS BUDGETS AND AMENDING THE 1992 GENERAL FUND, SPECIAL REVENUE AND DEBT SERVICE FUNDS BUDGETS

WHEREAS, under the provisions of the Uniform Budgeting and Accounting Act 621 of 1978 for local units of government in Michigan, all budgets for Special Revenue and Debt Service Funds must be adopted by the Legislative Body, and,

WHEREAS, the County Administrator/Controller hereby submits and recommends the adoption of Special Revenue Fund, and Debt Service Fund 1993 Budgets - Attached Exhibit "A", in accordance with the Uniform Budgeting and Accounting Act, P.A. 621 of 1978, and,

WHEREAS, the County Administrator/Controller also hereby submits and recommends the adoption of certain other Specific Fund 1993 budgets - Attached Exhibit "B".

WHEREAS, also under P.A. 621 of 1978, amendments to governmental fund type budgets must be approved by the Legislative Body, and in accordance with generally accepted accounting principles as applicable to government units, the budget revenues and expenditures should be compared to the actual revenues and expenditures in the financial statements at year-end, and,

WHEREAS, in certain 1992 budget revenues and expenditures, totals should be amended as recommended in Attached Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED, that the above recommended 1993 Special Revenue, Debt Service and other Specific Funds Budgets be adopted and 1992 General Fund, Special Revenue and Debt Service Funds be amended as recommended, in compliance with State of Michigan Public Act 621 of 1978, which amends P.A. 2 of 1968, entitled "The Uniform Budgeting and Accounting Act."

DATED: December 16, 1992

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Patricia W. Quinn
Michael W. Pennington
Justine R. Keegan

St. Clair County
Debt Service Funds
Budgets
1993

	SDS 1	SDS 2	SDS 3	SDS 3	SDS 3	SDS 3	SDS 3	SDS 4	SDS 5	SDS 6	SDS 6	SDS 9	WSS 1	WSS 6	1992	
	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	Series 2	
	Clay/Ira	E.China	E.China	E.China	E.China	E.China	E.China	Cottrel.	S.C.Twp.	Ft. Grat.	Ft. Grat.	Kimball	Ft. Grat.	Kimball	WSS-2A	
	Algonac														Clay	
Revenue																
Intergov.-Other Local units	\$158,450	\$433,230	\$42,950	\$73,913	\$264,966	\$73,680	\$44,208	\$413,875	\$48,168	\$166,303	\$128,508	\$111,298	\$17,565			
Interest	158,450	433,230	42,950	73,913	264,966	73,680	44,208	413,875	48,168	166,303	128,508	111,298	17,565			
Expenditures																
Debt Service-Princip.Ret.	95,000	300,000	40,000	60,000	135,000	50,000	35,000	300,000	30,000	125,000	95,000	45,000				
-Interest	63,290	132,650	2,850	13,853	128,139	23,400	8,908	113,000	18,138	41,188	33,388	65,998	17,065			
-Fees	160	580	100	60	1,827	280	300	875	30	115	120	300	500			
	158,450	433,230	42,950	73,913	264,966	73,680	44,208	413,875	48,168	166,303	128,508	111,298	17,565			

Other Financing Sources
Operating Transfers in-Other

Excess of Budgeted Revenues
and other Sources Over
Budgeted Expenditures

Estimated Fund Balance at
Beginning of Year

Estimated Fund Balance at
end of year

	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	278	1,128	258	345	268	371	353	339	318	573	392	723				
	\$ 278	\$ 1,128	\$ 258	\$ 345	\$ 268	\$ 371	\$ 353	\$ 339	\$ 318	\$ 573	\$ 392	\$ 723				

St. Clair County
Debt Service Funds
Budgets
1993

Page 2 of 2 EXHIBIT "A"

District	WSB 1	WSB 3	WSB 6	SDS II	1983 State Loan	Building Authority	Drain	Capac	1991 WSS 2-A Clay
Court	1979 Ext.								
Renova.	Ft. Grac.	E. China	Kimball	Yale					

Revenue									
Intergovernmental-Other Local Units	\$ 50,000	\$44,250	\$58,565	\$31,769	\$49,113	\$ -	\$ -	\$94,264	\$ 267,313
Interest	500	-	-	-	-	500	-	-	-
	50,500	44,250	58,565	31,769	49,113	500	-	94,264	267,313
Expenditures									
Debt Service - Principal retirement	87,228	20,000	50,000	25,000	198,632	225,000	75,000	35,000	115,000
- Interest	11,062	24,250	8,525	6,469	23,713	120,594	25,000	58,864	151,813
- Fees	-	-	40	300	132	1,000	-	400	500
	98,290	44,250	58,565	31,769	49,113	346,594	100,000	94,264	267,313

Other Financing Sources									
Operating transfers in - other	-	-	-	-	384,064	346,000	100,000	-	-

Excess of budgeted revenues and other sources over (under) budgeted expenditures	(47,790)	-	-	-	-	(94)	-	-	-
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Estimated fund balance at beginning of year	262,185	-	254	125	-	3,589	350,995	22,381	451
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Estimated fund balance at end of year	\$214,395	\$ -	\$ 254	\$ 125	\$ -	\$ 3,495	\$350,995	\$ 22,381	\$ 451
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Special Revenue Funds - 1993 Budgets

	Road Commission	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Household Hazardous Waste	Community Corrections	Liquor Tax	Barr House
Revenues												
Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	-	-	20,000	-	-	-	-	-	-	-
Intergovernmental-Federal	1,203,000	-	-	951,575	-	-	-	-	-	-	-	-
-State	9,852,275	250,827	1,996,845	8,423,995	-	-	-	-	28,053	80,015	238,000	-
-Other	713,412	-	-	56,272	-	-	-	-	-	-	-	-
Charges for Services	100,000	20,500	271,319	9,917,912	-	70,000	-	96,000	-	-	-	210,221
Fines & Forfeits	20,000	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	25,000	-	95,626	-	-	-	-	200	-	-	-	-
Other Revenues	11,913,687	271,327	2,364,790	19,349,754	20,000	70,000	-	96,200	28,053	80,015	238,000	210,221
Expenditures												
Current												
Judicial	-	183,921	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	-	88,254	35,449	-	-	-
Public Safety	-	-	-	-	-	427,491	-	-	-	94,015	-	-
Public Works	11,685,265	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	4,040,311	20,175,553	20,000	-	-	-	-	-	238,000	209,221
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	550,000	13,000	39,535	25,000	-	4,000	232,500	4,000	-	-	-	1,000
Debt Service	380,000	-	-	-	-	-	-	-	-	-	-	-
Other Financing Sources(Uses)	12,615,265	196,921	4,079,846	20,200,553	20,000	431,491	232,500	92,254	35,449	94,015	238,000	210,221
Operating Transfers In-												
County Appropriation	701,578	-	1,683,602	650,799	-	361,491	32,500	-	5,833	-	-	-
Other	-	-	-	-	-	(15,000)	-	-	-	(16,000)	-	-
Operating Transf. Out	701,578	-	(40,000)	-	-	346,491	32,500	-	5,833	(16,000)	-	-
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures & Other Uses	-	74,406	(71,254)	-	-	(15,000)	(200,000)	3,946	(1,563)	(30,000)	-	-
Estimated Fund Balance at Beginning of Year	798,671	600,647	357,576	1,226,077	30,072	19,231	260,678	71,168	1,563	30,000	101,188	27,381
Estimated Fund Balance at End of Year	\$ 799,671	675,053	286,322	1,226,077	30,072	4,231	60,678	75,114	-	-	101,188	27,381

Special Revenue Funds - 1993 Budgets

	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Patrol	Law Library	County Library	CETA Veterans Claims
Revenues								
Taxes	-	1,435,046	833,760	-	-	-	-	-
License & Permits	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-	-	-
- State	-	39,900	23,309	-	90,000	-	112,510	-
- Other	-	-	-	-	-	-	18,900	-
Charges for Services	-	-	-	-	-	-	125,180	-
Fines & Forfeits	-	-	25,000	-	-	6,500	563,200	-
Interest & Rents	-	20,000	15,000	-	-	-	15,000	-
Other Revenues	-	-	-	10,000	-	-	-	-
	-	1,494,946	897,069	10,000	90,000	6,500	837,100	-
Expenditures								
Current								
Judicial								
General Government	10,000	-	-	220,000	-	-	-	400,000
Public Safety	-	-	772,967	-	133,597	19,000	-	-
Public Works	-	-	-	-	-	-	-	-
Health & Welfare	-	1,390,603	-	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-	1,633,735	-
Capital Outlay	22,500	-	30,000	-	-	-	131,890	-
Debt Service	-	-	-	-	-	-	-	-
	32,500	1,390,603	802,967	220,000	133,597	19,000	1,765,625	400,000
Other Financing Sources(Uses)								
Operating Transfers In-	32,500	-	-	200,000	43,597	12,500	908,525	400,000
County Appropriation	-	-	-	-	-	-	-	-
Other	-	(21,658)	(130,000)	-	-	(10,000)	(35,000)	-
Operating Transfers Out-Other	32,500	(21,658)	(130,000)	200,000	43,597	2,500	873,525	400,000
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures	-	82,685	(35,898)	(10,000)	-	(10,000)	(55,000)	-
Estimated Fund Balance at Beginning of Year	6,481	307,487	105,797	85,342	1,099	12,328	59,012	-
Estimated Fund Balance at End of Year	\$ 6,481	390,172	69,899	75,342	1,099	2,328	4,012	-

	Forfeited Asset Sharing	C.E.T.A.	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	County Remonu- mentation
<u>Revenues</u>									
Taxes	-	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	375,000	76,100	-	-	-
- State	-	-	-	25,000	1,201,790	555,497	-	80,000	53,187
- Other	-	-	-	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	35,500	-	-	-
Fines & Forfeits	30,000	-	-	-	-	-	-	-	-
Interest & Rents	-	200	3,000	-	-	-	-	-	-
Other Revenues	-	-	27,000	-	5,000	2,400	-	-	-
	30,000	200	30,000	25,000	1,581,790	669,497	-	80,000	53,187
<u>Expenditures</u>									
Current									
Judicial	-	-	-	-	-	-	-	-	-
General Government	5,000	200	-	-	-	-	-	-	51,187
Public Safety	-	-	-	25,000	-	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	30,000	-	1,800,000	2,423,312	500	80,000	-
Recreation & Culture	-	-	-	-	-	-	-	-	-
Capital Outlay	25,000	-	-	-	-	7,325	-	-	2,000
Debt Service	-	-	-	-	-	-	-	-	-
	30,000	200	30,000	25,000	1,800,000	2,430,637	500	80,000	53,187
<u>Other Financing Sources (Uses)</u>									
Operating Transfers In -									
County Appropriation	-	-	-	-	218,210	1,761,140	-	-	-
Other	-	-	-	-	-	-	500	-	-
Operating Transfers Out-Other	-	-	-	-	218,210	1,761,140	500	-	-
	-	-	-	-	218,210	1,761,140	500	-	-
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	22,038	-	103,509	-	129,232	38,738	192	4,658	-
Estimated Fund Balance at Beginning of Year									
Estimated Fund Balance at End of Year	\$ 22,038		103,509		129,232	38,738	192	4,658	

DATA PROCESSING
1993 ANNUAL BUDGET

REVENUE

626	Services	81,650 =====
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EXPENDITURES

<u>701</u>	<u>Personal Services</u>		
703	Salaries & Wages, Supvsy.	40,109	
704	Salaries & Wages, Perm.	27,030	
705	Salaries & Wages, Temp.	1,000	
709	Longevity	3,600	
715	Employer's Soc. Sec.	5,488	
716	Hospital Insurance	9,850	
717	Employees' Life Ins.	160	
718	Retirement Contrib.	9,196	
719	Dental Insurance	800	
721	Disability Insurance	177	
722	Unemployment Ins.	177	
723	Workers' Compensation	<u>1,616</u>	99,203
<u>726</u>	<u>Supplies</u>		
727	Office Supplies	6,000	
728	Books	<u>300</u>	6,300
<u>800</u>	<u>Other Services & Charges</u>		
801	Professional & Contractual	55,000	
850	Communications	3,000	
860	Travel-Mileage	500	
861	Travel-Other	2,000	
930	Repairs & Service	2,500	
940	Equipment Rental	2,000	
958	Education & Training	<u>1,000</u>	66,000
<u>970</u>	<u>Capital Outlay</u>		
980	Equipment	<u>15,000</u>	<u>15,000</u>
	Total Expenditures:		186,503 =====

1993 SANITARY LANDFILL BUDGET
FUND 517-526

REVENUE

607	Landfill Fees	4,700,000
460	Landfill Permits	<u>5,500</u>
		4,705,500
		=====

EXPENDITURES

<u>517-526</u>	<u>SANITARY LANDFILL</u>		
<u>701</u>	<u>Personal Services</u>		
704	Salaries & Wages, Perm.	19,490	
705	Salaries & Wages, Temp.	26,000	
706	Salaries & Wages, Overtime	7,000	
709	Longevity	400	
715	Employer's Soc. Sec.	4,046	
716	Hospital Insurance	2,200	
717	Employee's Life Ins.	80	
718	Retirement Contribution	3,496	
719	Dental Insurance	400	
721	Disability Insurance	67	
722	Unemployment Ins.	67	
723	Worker's Comp.	<u>1,190</u>	64,436
<u>726</u>	<u>Supplies</u>		
727	Office Supplies	<u>5,000</u>	5,000
<u>800</u>	<u>Other Services & Charges</u>		
820	Water Samplings	80,000	
821	Engineering Services	250,000	
822	Landfill Operator	405,000	
823	Other Prof. & Contractual	124,000	
824	Tipping Fees-Kimball Twp.	60,000	
850	Communications	1,000	
860	Travel-Mileage	500	
861	Travel-Other	500	
900	Printing & Binding	3,000	
920	Utilities	5,000	
953	Cost Allocation	12,166	
954	Refunds and Rebates	1,000	
955	Miscellaneous	<u>25,000</u>	967,166
<u>970</u>	<u>Capital Outlay</u>		
974	Land Improvements	1,600,000	<u>1,600,000</u>
	 Total Expenditures:		 2,636,602
			=====

ST. CLAIR COUNTY
DEBT SERVICE FUNDS

Page 1 of 2 EXHIBIT "C"

BUDGETS
1992

AS AMENDED

SDS 1	SDS 1	SDS 3	SDS 3	SDS 3	SDS 4	SDS 5	SDS 6	SDS 6	SDS 9	WSS 1	WSS 6
Algonac	Series 2 Clay/Ira	E.China	E.China	Series 2 E.China	Cottrvl. ing	S.C.Twp.	Ft.Grat.	1983 Ext. Ft.Grat.	Kimball	Ft.Grat.	Kimball
\$ 157,523	\$ 442,832	\$ 33,483	\$ 68,523	\$ 273,640	\$ 77,031	\$ 45,977	\$ 428,728	\$ 45,158	\$ 174,117	\$ 135,822	\$ 114,020
90,000	300,000	30,000	55,000	135,000	50,000	35,000	300,000	25,000	125,000	95,000	45,000
67,360	142,250	3,385	13,466	136,813	26,750	10,675	127,850	20,131	49,000	40,703	68,720
163	582	98	57	1,827	281	302	878	27	117	119	300
157,523	442,832	33,483	68,523	273,640	77,031	45,977	428,728	45,158	174,117	135,822	114,020

Revenue											
Intergov.-Other Local Units											
Expenditures											
Debt Service-Princip.Rat.											
-Interest											
-Fees											
Other Financing Sources											
Operating Transfers in-Other											
Excess of Budgeted Revenues and other Sources over (under)											
Budgeted Expenditures											
Fund Balance at Beginning of Year	278	1,128	258	345	268	353	339	318	573	392	723
Estimated Fund Balance at End of Year	\$ 278	\$ 1,128	\$ 258	\$ 345	\$ 268	\$ 353	\$ 339	\$ 318	\$ 573	\$ 392	\$ 723

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ST. CLAIR COUNTY
DEBT SERVICE FUNDS

BUDGETS
1992
AS AMENDED

	WSS I 1975 Ext.	WSS I 1979 Ext. Ft. Grat.	WSS I 1991 WSS 2-A Clay	WSS I 1977 E.China	WSS 6 Kimball	MVF 1977	1983 State Loan Prog.	Building Authority	SD X1 Yale	Dist. Court Remove.	Drain
Revenue											
Intergov.-Other Local Units	\$ -	\$ 41,770	\$ 173,938	\$ 53,462	\$ 33,144	\$ 230,949	\$ -	\$ 500	\$ 16,208	\$ -	\$ -
Interest	-	41,770	173,938	53,462	33,144	230,949	-	500	16,208	500	-
Expenditures											
Debt Service-											
Principal Ret.	-	20,000	20,000	45,000	25,000	225,000	182,635	200,000	-	-	121,000
Interest	-	21,770	153,438	8,424	7,844	5,850	193,355	134,250	15,808	-	2,500
Fees	-	-	500	38	300	99	121	1,000	400	-	-
	-	41,770	173,938	53,462	33,144	230,949	376,111	335,250	16,208	-	12

Other Financing Sources
Operating Transfers
In -Other

	-	-	-	-	-	-	376,111	334,694	-	261,685	123,500
Excess of budgeted revenues and other sources over (under) budgeted expenditures	-	-	-	-	-	-	-	(56)	-	262,185	-
Fund Balance at beginning of Year	90	22,381	451	254	125	-	-	3,645	-	-	350,995

Estimated Fund Balance at End of Year

\$ 90	\$ 22,381	\$ 451	\$ 254	\$ 125	\$ -	\$ -	\$ -	\$ 3,589	\$ -	\$ 262,185	\$ 350,995
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Special Revenue Funds - 1992 Budgets

As Amended

	Road Commission	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Composting Education	Liquor Tax
Revenues										
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
License & Permits	-	-	-	18,000	-	-	-	-	-	-
Intergovernmental-Federal	1,221,990	-	-	952,650	-	-	-	-	-	-
-State	8,829,636	18,000	1,894,042	9,126,824	17,500	-	-	2,814	218,000	-
-Other	614,865	-	-	53,434	-	-	-	-	-	-
Charges for Services	-	216,359	268,577	10,748,395	68,359	-	-	96,000	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-
Interest & Rents	40,000	-	-	-	-	-	-	-	-	-
Other Revenues	631,842	-	94,546	-	-	-	-	200	-	-
	11,338,233	234,359	2,257,165	19,881,303	18,000	85,859	-	96,200	2,814	218,000
Expenditures										
Current										
Judicial	-	111,352	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	15,000	78,548	-	-
Public Safety	-	-	-	-	-	381,124	-	-	-	-
Public Works	10,504,395	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	3,956,949	20,476,696	25,000	-	-	-	-	218,000
Recreation & Culture	-	-	-	-	-	-	-	-	-	-
Capital Outlay	1,239,117	13,000	35,800	264,000	-	4,000	20,000	4,000	-	-
Debt Service	734,796	-	-	-	-	-	-	-	-	-
	12,478,308	124,352	3,992,749	20,740,696	25,000	385,124	35,000	82,548	-	218,000
Other Financing Sources(Uses)										
Operating Transfers In-										
County Appropriation	708,665	-	1,635,584	859,393	-	281,444	35,000	-	-	-
Other	-	-	-	-	-	-	-	-	141	-
Operating Trans.Out-Other	-	(60,000)	-	-	-	-	(42,800)	-	-	-
	708,665	(60,000)	1,635,584	859,393	-	281,444	(42,800)	-	141	-
Excess of Budgeted Revenues and Other Sources Over (Under)										
Budgeted Expenditures & Other Uses	(431,410)	50,007	(100,000)	-	(7,000)	(17,821)	(42,800)	13,652	2,955	-
Fund Balance at Beginning of Year	1,230,081	550,640	457,576	1,226,077	37,072	37,052	303,478	57,516	(2,955)	101,188
Estimated Fund Balance at End of Year	\$ 798,671	\$ 600,647	\$ 357,576	\$ 1,226,077	\$ 30,072	\$ 19,231	\$ 260,678	\$ 71,168	\$ -	\$ 101,188

Special Revenue Funds - 1992 Budgets

As Amended

	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Patrol	Law Library	County Library	Forfeited Asset Sharing	Household Hazardous Waste	C.S.T.A. Veterans Claims
Revenues										
Taxes	\$ -	\$ 1,401,867	\$ 820,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
License & Permits	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-	7,575	-	-	-
- State	-	39,265	23,309	-	93,772	-	111,560	-	37,500	-
- Other	-	-	-	-	-	-	15,328	-	-	-
Charges for Services	-	-	-	-	-	-	124,910	-	-	-
Fines & Profits	-	-	55,000	-	-	6,500	554,000	20,000	-	-
Interest & Rents	-	20,000	17,000	-	-	-	15,000	-	-	-
Other Revenues	-	-	-	10,000	-	-	6,050	-	-	-
	-	1,461,132	915,309	10,000	93,772	6,500	834,423	20,000	37,500	-

	Expenditures	Current	Judicial	General Government	Public Safety	Public Works	Health & Welfare	Recreation & Culture	Capital Outlay	Debt Service	Other Financing Sources (Uses)
Expenditures											
Current											
Judicial	-	-	-	-	-	-	-	-	-	-	-
General Government	5,000	-	-	220,000	-	-	-	-	-	-	-
Public Safety	-	-	756,354	-	123,850	-	-	29,115	-	-	400,000
Public Works	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	1,337,989	-	-	-	-	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-	-	-	1,550,171	-	-
Capital Outlay	30,000	-	80,000	-	12,900	-	-	-	140,500	20,000	6,000
Debt Service	-	-	-	-	-	-	-	-	-	-	-
	35,000	1,337,989	836,354	220,000	136,750	29,115	1,670,671	20,000	45,000	400,000	-

	Operating Transfers In -	County Appropriation	Other	Operating Transfers Out-Other	Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures	Fund Balance at Beginning of Year	Estimated Fund Balance at End of Year
Operating Transfers In -							
County Appropriation	35,000	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Operating Transfers Out-Other	-	(22,350)	(100,000)	(200,000)	(210,000)	10,000	-
	35,000	(22,350)	(100,000)	(200,000)	(210,000)	10,000	-
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures	-	100,793	(21,045)	(17,876)	(8,115)	10,000	-
Fund Balance at Beginning of Year	6,481	206,694	126,842	18,975	20,443	49,012	1,563
Estimated Fund Balance at End of Year	\$ 6,481	\$ 307,487	\$ 105,797	\$ 1,099	\$ 12,328	\$ 59,012	\$ 1,563

	H.U.D.	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	C.R.T.A.	Community Corrections
Revenues								
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
License & Permits	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	332,033	48,800	-	-	-	-
- State	-	25,000	1,013,067	638,500	-	80,000	-	40,000
- Other	-	-	-	1,500	-	-	-	-
Charges for Services	202,149	-	-	35,500	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-
Interest & Rents	-	3,000	-	-	-	-	200	-
Other Revenues	800	15,000	35,000	2,400	-	-	-	-
Expenditures								
Current	202,949	25,000	1,380,100	726,700	-	80,000	200	40,000
Judicial	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	200	-
Public Safety	-	25,000	-	-	-	-	-	3,000
Public Works	-	-	-	-	-	-	-	-
Health & Welfare	196,810	-	1,600,000	2,601,609	500	80,000	-	-
Recreation & Culture	-	-	-	-	-	-	-	-
Capital Outlay	2,500	-	-	10,550	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
Other Financing Sources (Uses)	199,310	25,000	1,600,000	2,612,159	500	80,000	200	3,000
Operating Transfers In -								
County Appropriation	-	-	219,900	1,977,362	-	-	-	-
Other	-	-	-	-	500	-	-	-
Operating Transfers Out - Other	-	-	-	-	-	-	-	(7,000)
Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses	3,639	-	-	91,903	-	-	-	30,000
Fund Balance at Beginning of Year	23,742	103,509	129,232	(53,165)	192	4,658	-	-
Estimated Fund Balance at End of Year	\$ 27,381	\$ 103,509	\$ 129,232	\$ 38,738	\$ 192	\$ 4,658	\$ -	\$ 30,000

RECOMMENDED GENERAL FUND
1992 BUDGET ADJUSTMENTS
SUMMARY

1992	Unadjusted Revenue Budget	\$29,799,855
	Less: Net Revenue Adjustment	<u>- 548,408</u>
1992	Adjusted Revenue Budget	<u>29,251,447</u>
1992	Unadjusted Expenditure Budget	29,879,855
	Less: Net Expenditure Adjustments	<u>+ 769,125</u>
1992	Adjusted Expenditure Budget	<u>\$30,648,980</u>

EXHIBIT "C"

RECOMMENDED GENERAL FUND
1992 BUDGET ADJUSTMENTS

Revenue Budget Increases

<u>Judicial</u>	
Probate Court-Juvenile	\$ 18,000
<u>General Government</u>	
Elections	20,000
Clerk/Register	80,000
Prosecuting Attorney	14,000
Cooperative Extension	9,700
<u>Public Safety</u>	
Sheriff	8,000
Marine Law	56,000
Jail	42,000
Animal Shelter	4,900
<u>Health & Welfare</u>	
Public Guardian	13,000
<u>Transfers In-Other</u>	
Friend of Court Act 294	12,492
	<u>\$ 278,092</u>

Revenue Budget Decreases

<u>Judicial</u>	
Circuit Court	4,000
Friend of Court	310,000
Probate Court-Adult	5,000
<u>General Government</u>	
County Treasurer	496,000
<u>Public Safety</u>	
Emergency Services	10,000
<u>Recreation & Cultural</u>	
Recreation/Parks	1,500
	<u>\$ 826,500</u>

RECOMMENDED GENERAL FUND
1992 BUDGET ADJUSTMENTS

Expenditure Budget Increases

Legislative

Other Legislative Activities \$ 20,000

Judicial

Circuit Court 18,700
Friend of Court 39,500
Probate Court-Adult 4,000
Probate Court-Juvenile 9,000

General Government

Elections 58,000
Clerk/Register 24,500
Equalization 5,500
Personnel 33,000
Prosecuting Attorney 89,000
Lands & Graphics 2,900
County Treasurer 6,000
Cooperative Extension 9,500
Buildings & Grounds 34,500
Drain Commissioner 1,000

Public Safety

Sheriff 204,000
Marine Law 47,200
Jail 207,000
Animal Shelter 6,000

Health & Welfare

Veterans Counselor 1,300
Public Guardian 1,000

Recreation & Culture

Recreation/Parks 8,500

Other Functions

Insurance 2,500

Appropriations

CETA Veterans 400,000
Household Hazardous Waste 7,500
Composting Education 141

\$ 1,240,241

EXHIBIT "C"

RECOMMENDED GENERAL FUND
1992 BUDGET ADJUSTMENTS

Expenditure Budget Decreases

<u>Legislative</u>	
Board of Commissioners	\$ 7,000
<u>Judicial</u>	
District Court	11,500
<u>General Government</u>	
Stores-Central supply	10,000
Plat Board	500
Building Authority	40,000
<u>Health & Welfare</u>	
Substance Abuse	212,256
Ambulance - E.M.S.	7,000
<u>Other Functions</u>	
Contingencies	82,860
<u>Appropriations</u>	
Medical Centre	<u>100,000</u>
	<u>\$ 471,116</u>

EXHIBIT "C"

RESOLUTION 92-63

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
JUVENILE CENTER EMPLOYEES - TEAMSTERS #214

WHEREAS, the Juvenile Center Employees - Teamsters #214 is recognized by the Michigan Employment Relations Commission, St. Clair County Probate Court and St. Clair County as the exclusive representative of certain employees of the Court; and


WHEREAS, the Probate Court has delegated authority to St. Clair County to bargain on matters of wages and working conditions; and


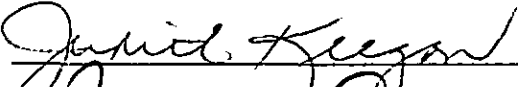
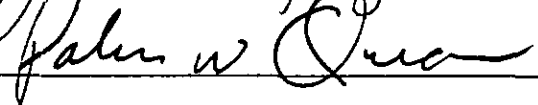
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1992 through December 31, 1994, is hereby approved and adopted.

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

TENTATIVE
AGREEMENT BETWEEN

THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

THE ST. CLAIR COUNTY PROBATE COURT

AND

THE EMPLOYEES OF

THE JUVENILE DETENTION CENTER

TEAMSTERS #214

JANAURY 1, 1992

THROUGH

DECEMBER 31, 1994

A G R E E M E N T

PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of January, 1992 by and between THE PROBATE COURT AND JUVENILE COURT, St. Clair County, herein termed the Employer, and the ST. CLAIR COUNTY BOARD OF COMMISSIONERS being the legislative body of said Employer, party of the first part and TEAMSTERS LOCAL NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, of the second part, hereinafter called the Union.

PURPOSE AND INTENT

It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards, 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 Union 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, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended:

"All employees of the St. Clair County Juvenile Center, but excluding Teachers, Supervisory, standby and confidential employees, presently identified as Secretary", the classifications of which are described in Schedule A, attached hereto.

Case No. R76E 255

Be it provided that Supervisory in the above definition does not mean Shift Supervisor.

SECTION 2: The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union or Union activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

SECTION 3: There shall be no discrimination as to marital status, race, color, creed, national origin or political affiliation 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 Union 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 Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part, in any strike, sitdown, stay-in, or slowdown or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union 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
UNION SECURITY AND DUES DEDUCTION

SECTION 1: Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union 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 Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

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

All employees in the bargaining unit shall as a condition of continued employment, pay to the union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the Union's regular and monthly dues. 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 agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE 3 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 Union 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 Union to designate one (1) Steward and one (1) alternate from the seniority list of the Juvenile Center.

SECTION 3: The Steward, or in his absence, his alternate, 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 his grievance. Permission for the Steward, or his alternate, to leave their work stations will not be unreasonably withheld. The Steward or his alternate will report their time to the Superintendent or Assistant Superintendent upon returning from a grievance discussion.

The privilege of the Steward or his alternate 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 Union, and whose name will be certified in writing to the Employer, together with such other Union officials as the Union may designate.

The Employer either personally and/or by representative or representatives shall meet whenever necessary, at a mutually convenient time, with the Union 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 Union and the Employer or his 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 Union 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 Union. Absent an Agreement of such discussions either party can request mediation through the Michigan Employment Relations Commission. Nothing shall prohibit the Court 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 steward, 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. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Personnel Officer for resolution.

Step 1.

Non-Economic Grievances

A. An employee having a specified non-economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with Juvenile Center Superintendent or designee in an effort to resolve the matter. The Union 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.

Economic Grievances

B. An employee having a specified economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with the Personnel Officer designee in an effort to resolve the matter. The Union 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.

Non-Economic Grievances

A. A non-economic grievance shall be considered resolved at Step 1 unless reduced to 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 non-economic grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the non-economic grievance.

- B. The Juvenile Center Superintendent shall within fifteen (15) calendar days, schedule a hearing at which time the Grievant and the Union's employee representative and, if determined by the Union, a representative shall be present to present allegations, proofs and remedies. The Juvenile Center Superintendent 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 Juvenile Center Superintendent or designees shall issue a written response within ten (10) calendar days of the conclusion of the hearing.

Economic Grievances

- A. Grievance(s) shall be considered settled at Step 1, unless within fifteen (15) days after service of the Personnel Officer, and the Court Administrator the Grievant(s) serve(s) upon the Personnel Officer a written request for a hearing. A copy of the written grievance shall be attached to such a request.
- B. Within ten (10) calendar days of service of the request in (a) above, the Personnel Officer, and Court Administrator will meet with the Grievant(s), the Steward and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- C. The Personnel Officer and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) calendar days after the hearing.

Step 3

Non-Economic Grievance

- A. A non-economic grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within fifteen (15) calendar days of the Step 2 response.
- B. The Probate Court Administrator shall review the Step 2 grievance response and the Union 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 non-economic grievance.
- C. The Probate Court Administrator shall have the option to convene the grievance panel provided in the following economic grievance step to hear the matter. The decision of the grievance panel shall be final and binding.

Economic Grievance

- A. An economic grievance shall be considered settled at Step 2 unless an appeal is made to an umpire within fifteen (15) calendar days of the response at Step 2.
- B. The County and the union shall each be entitled to appoint one (1) person as permanent umpire for the duration of this Agreement. The umpire shall:
1. Not be in the current employ nor currently provide a subsidiary service to either St. Clair County, St. Clair County Probate Court or the Teamsters International Union.
 2. Have had experience in labor relations, compensation and benefits administration and/or collective bargaining.
- C. The County and union shall provide each other with written notice of their choice of umpire and shall include a statement that no Employer/employee or contractor/contractee relationship exists and shall also provide a resume vitae demonstrating the umpire's qualification.
- D. The umpires shall jointly designate a third umpire to function as chairperson of a grievance review panel.
- E. The County and the Union shall be respectively responsible for compensating their umpire of choice for services. The compensation provided the chairperson umpire shall be borne equally between the County and the union.
- F. The three (3) umpires shall meet as a panel to adjudicate grievance appeals. The majority decision of the panel shall be final and binding on the parties.
- G. The panel shall function during the term of agreement and not beyond December 31, 1994. The panel method of grievance appeal shall only continue beyond December 31, 1994 by mutual written consent by the County and the Union. After December 31, 1994 if mutual written consent is not provided, appeal shall be through arbitration with the American Arbitration Association.

ARTICLE 6
DISCHARGE AND SUSPENSION

SECTION 1:

(a) 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 Union shall be notified subsequent to a written reprimand, suspension or discharge is administered.

- | | |
|------------------------|---------------------------|
| 1. Oral Reprimand | Notice to Steward |
| 2. Written Reprimand | Notice to Steward & Union |
| 3. Suspension | Notice to Steward & Union |
| 4. Removal & Discharge | Notice to Steward & Union |

(b) The employee shall have the right to request a steward at any time disciplinary action may be imposed. A matter which may lead to discipline shall not be discussed until a steward is present unless the parties agree to discuss it further. All disciplinary actions shall be subject to the grievance procedure or the employee may seek other legal remedies as may be available to him upon the employee's election through state or federal law.

(c) The Employer agrees that upon imposing any discipline excepting the oral reprimand the Union Steward or appropriate Union representative will be notified within three (3) working days in writing by the appropriate supervisor of the action taken. The employees shall be given a copy of all disciplinary action and a copy shall be placed in his 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 his version of the incident.

(d) 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.

(e) Employees may review their personnel file during administrative office hours in accordance with state law.

(f) The Employer shall meet with the Union and the employee disciplined within five (5) working days of the disciplinary action if the employee or the Union so requests.

(g) In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously unless such prior infraction involves an intentional falsification of his employment application which has not been formerly disclosed in writing to his Employer.

ARTICLE 7
SENIORITY AND PROBATION

SECTION 1: New employees upon completion of satisfactory probation, shall acquire seniority which will date back to the date of hire into the Juvenile Center. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority preference and a separate list shall be maintained as to full time employees and part time employees.

In the event the part time employee status is changed to full time, the Employee's name shall be placed, with date of transfer, to the bottom of the full time seniority list. In the event an employee is returned to part time status his seniority in both his part time and full time employment shall count in determining his part time seniority. In the event this employee is transferred back to full time employment, his full time employment only, shall count in his full time employment seniority.

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose his 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) day probationary period. Part time employees are required to satisfactorily complete a one hundred and twenty (120) day probationary period. That probationary period of a full time employee may be extended an additional thirty (30) days, for part time employees 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 which provides the opportunity to become accustomed to the work and to prove abilities on the job. At the same time, it provides the Court 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: Transfers and Promotions - In the event of a vacancy in an existing position in work covered by this Agreement, notice of such vacancy shall be posted in a conspicuous place in the Unit for a minimal period of five (5) working days. During this five (5) day period any employee then employed in the Bargaining Unit shall have the right to make application for transfer to that position, in which application he may set forth his qualifications, including his Seniority in the Bargaining Unit; said application shall be filed with the Superintendent of the facility and forwarded on to the Judge of Probate.

SECTION 5: The transfer and promotion of employees within the unit shall be subject to the following provision in accordance with the labor agreement. In advancement of employees to higher rated, non-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 in the work force due to reasons of lack of work, lack of funds, or the elimination of a position.

SECTION 2: Notice to Union - In the event it becomes necessary for a layoff, the employer shall meet with the proper Union 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 layoffs, their names, seniority job titles and work location. At this meeting the Employer will make known to the Union 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 Steward 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: An employee who is scheduled for layoff but who has sufficient Juvenile Center seniority and the necessary qualifications may displace another less senior employee in another classification provided, the classification is at the same or at a lower rate of pay. Classification shall mean job title and not the program the employee is assigned. The Employer shall layoff the employee with the least amount of departmental seniority provided the remaining employees are qualified to perform the remaining work. The layoff shall be executed in such a way that the least number of employees shall be displaced.

SECTION 6: 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 employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he 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 Chairman of the Board of Commissioners or the presiding Judge 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 and straight pay for the work performed.

SECTION 2: In the event of a natural or man-made disaster or emergency 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 for discipline by the Court, 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.

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 Probate Judge hereby reserves and retains unto himself all his rights, powers, authorities, duties and responsibilities conferred upon and vested in the judiciary by the laws, statutes, the Constitution of the State of Michigan and the Constitution of the United States and the inherent power of the judiciary. 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 Union 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 Court 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 as identified in Schedule "A". 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. The work week of a full time employee shall consist of forty (40) hours in a scheduled work week. 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.

SECTION 2: An employee scheduled to work eight (8) hours shall be entitled to a thirty (30) minute lunch period in accordance with the past practice.

SECTION 3: An employee may take "coffee breaks" in accordance with the present practice, recognizing that such "coffee breaks" shall not interfere with the proper performance of such employees assigned work; it is further agreed that such "coffee 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; in the event that the scheduling for the compensatory time off cannot be arranged within the pay period it is earned, the employee will be paid overtime pay as provided by the St. Clair County Board of Commissioners.

SECTION 5: For purposes of application of this Agreement, the following definitions are provided:

- A. Weekend Shift - Working hours which 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 forty (40) hours a work week.
- C. Part Time - Regularly scheduled to work less than forty (40) hours a work week.

SECTION 6: The Court 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 employees the Court shall schedule in accordance with the following considerations:

- A. Weekend shift work shall be assigned by 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 immediate effect.

ARTICLE 13
BULLETIN BOARD

The Employer shall assign appropriate space on bulletin boards which shall be used by the Union for posting notices, bearing the written approval of the Union Local Chapter Chairman, which shall be restricted to:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections;
- c. Notices of Union appointments and results of Union elections;
- d. Notices of Union meetings;
- e. Other notices of bona fide Union affairs, which are not political or libelous in nature.

ARTICLE 14
HEALTH, LIFE AND DENTAL INSURANCE

SECTION 1: Effective January 1, 1993 each full time employee shall be eligible to participate in the health care plans offered by the Employer. The core plan follows:

MVF-1 Comprehensive Hospitalization
Hospital Deductible \$150 - Employee/\$250 - Family
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Precertification
Casemanagement

The County shall pay the total premium cost of the core benefit 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 the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- 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 the date of implementation shall be subject to the preceding subsection B.
- d. Employee premium cost shall be paid by way of payroll deduction.

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 option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

SECTION 4: The County shall implement January 1, 1993 the following core plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * 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 5: Full time regular employees shall be eligible for the core life insurance of \$25,000 or effective January 1, 1993 any of the other options as follows:

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

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.

SECTION 8: On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

ARTICLE 15

SICK DAYS

SECTION 1: Full time employees shall accumulate sick days to be used for days lost to illness or as otherwise provided herein.

SECTION 2: Sick days shall accrue at the rate of one (1) per month for the first sixty (60) months of full time continuous service.

SECTION 3: Commencing the sixty-first (61st) month two (2) sick days per month shall accrue.

SECTION 4: Sick days shall accrue to a maximum of one hundred and twenty (120) days.

SECTION 5: An employee shall be eligible to use sick days after completion of six (6) months of continuous full time service.

SECTION 6: An employee shall not be paid for more sick days than have been accrued.

SECTION 7: Sick days may be used for absences other than illness to the employee if approved by the designated divisional superintendent or supervisor as follows:

(a) Serious or critical illness to a member 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.

(b) Death to a member of the immediate family as determined by the divisional Superintendent or Supervisor not to exceed five (5) days. Nothing will prevent the Superintendent from extending the number of sick days based on the severity of individual cases.

(c) Immediate family is to be defined as follows: Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

SECTION 8: Proof of death or illness to an employee's immediate family may be required before payment of sick days is made.

SECTION 9: An employee who exhibits questionable attendance shall be subject to a "proof required status". Questionable attendance shall mean a pattern to 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 bonafide 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 10: Sick days shall be taken in place of normally scheduled work days excluding holidays when authorized by the Superintendent or designee. Sick days shall be counted as days worked.

SECTION 11: Sick days shall not accrue on a leave of absence without pay.

SECTION 12: Any sick leave with pay must be approved by the Superintendent, and a Physician's certificate of the employees inability to work or ability to return to work may be required by the Superintendent; when an employee finds it necessary to be absent for any reason, he shall cause the facts to be reported to his department as soon as possible, and where a relief employee is required, such report must be made before the hour to report to work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and such other disciplinary action as may be reasonable.

SECTION 13: Upon termination, retirement or death the employee or beneficiary shall be entitled to receive compensation for unused accrued sick days as follows:

<u>Months of Full Time Service</u>	<u>Percentage of Days</u>
13 to 24	20%
25 to 36	30%
37 to 48	40%
49 +	50%

SECTION 14: Employees may convert sick days to vacation days to a maximum of six (6) converted vacation days a year effective upon the execution date of this Agreement, in accordance with the following restrictions:

- a. The employee shall have a balance of eighty (80) sick days to be eligible to convert sick days.
- b. Sick days shall convert on a basis of two (2) sick days to one (1) vacation day.
- c. Sick days shall only be converted to whole and not fractional vacation days.
- d. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the six (6) day maximum shall not apply to the excess sick days.

ARTICLE 16
OVERTIME

SECTION 1: Time and one-half: All hours worked by employees in excess of eight (8) consecutive hours in any one work day or consecutive hours in excess of eight (8) hours which span two (2) work days or of forty (40) hours in any 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 those 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. Be it provided however, that utilization of compensatory time shall be at the mutual agreement and convenience of the Employer and employee, as provided in Article 12 - Work Week.

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.

SECTION 8: Scheduling - The Union recognizes the propriety and necessity of the employment of full time and part time employees, both of which are certified employees of the Bargaining Unit, and in addition thereto, the use of so-called stand-by personnel.

The Union further recognizes that by reason of the fact that the residents of the facilities are children of both sexes, that management has both a moral and legal responsibility to promote the best interests of the residents.

Accordingly it is agreed, as follows:

a. The scheduling of substitute employees shall be within the sole discretion of the employer. However, in scheduling of substitute workers, employees will so far as practicable fill in the open slots as follows:

1. By the use of part-time employees on a seniority basis in an effort to equalize hours until employees reach 32 hours of work in that week, recognizing the sex consideration.
 2. By the use of full time employees on a seniority basis, recognizing the sex consideration.
- b. In scheduling substitute workers part time and standby, employees will not be required to be used when such would:
1. Result in less than two full time employees staffing a child care shift.
 2. In the judgment of the Superintendent jeopardize the efficient operation of the Juvenile Center.
 3. It is recognized that no substitutes are required to be used to fill vacant shifts when, in the judgement of the Superintendent, they are not needed.

ARTICLE 17
HOLIDAYS

SECTION 1: Full time employees shall be eligible for holidays as provided herein. The following holidays are intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court or the St. Clair County Probate Court change the following schedule in any way, that amended holiday schedule shall prevail and apply:

Actual Date to be Celebrated

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
Day after Thanksgiving	
Christmas Eve	December 24 (when Christmas falls on Tuesday, Wednesday, Thursday or Friday)
Christmas Day	December 25
New Year's Eve	December 31 (when New Year's Day falls on Tuesday, Wednesday, Thursday or Friday)

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: 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 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 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 which occur on an employees day off shall be credited with an hour for hour vacation credit and shall be subject to all the provisions herein.

SECTION 6: Part time employees who work a holiday shall be compensated at a rate of one and a half (1 1/2) times their hourly rate for all time worked on a holiday. Part time employees who work New Year's Day, Thanksgiving Day and/or Christmas Day shall be compensated at a rate of two (2) times their hourly rate for all hours worked on a holiday.

SECTION 7: Part time employees that do not work a holiday shall not be entitled to holiday pay.

SECTION 8: The holiday shall be on a calendar day starting at 11:00 PM, proceed 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.

SECTION 4: The employee shall not be entitled to use more than the number of vacation days which 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 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.

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
LEAVES OF ABSENCE

SECTION 1: Leaves of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority for:

- a. Maternity leave
- b. Illness leave (physical or mental)

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 any Union 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, 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, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness, 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: Extensions of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year, whichever is greater.

SECTION 8: Request of an extension shall be made in writing to the Superintendent no less than five (5) working days prior to the expiration date of the leave.

SECTION 9: While on leave of absence without pay, the employee accrues no vacation time, sick leave, retirement credit, or gain from any other fringe benefit.

SECTION 10: 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 11: Leaves of absence with pay for any short term educational training which will benefit the Employer may be authorized by the Department Head.

SECTION 12: Employees elected to any permanent full time Union office or selected by the Union to do work which takes them from their employment with the Court, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

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 Personnel Office.

SECTION 3: In the event of an alleged injury, the Supervisor shall immediately contact the Personnel Office.

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 County or the Probate Court shall be reimbursed at the maximum non-taxable rate allowable by the U.S. Department of Internal Revenue.

SECTION 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 22
SERVICE RECOGNITION

SECTION 1: The Employer shall recognize years of continuous full time service 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>
5 - 9	2%	\$ 600
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.

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 union 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 percent (5%) 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 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 sixty-nine and six tenths (69.6%)

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.

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 skills 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 Chief Probate 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. Chief Probate 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.

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 Court 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 hours at the expense of the Court. Nor shall the employee be entitled to utilize the resources of the court 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.

SECTION 3: Time spent on jury shall not be deducted from sick days or vacation days, nor adversely effect 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 which may arise from the course of employment.

ARTICLE 28
PREMIUM PAY

SECTION 1: An employee assigned as an Acting Shift Supervisor shall be entitled to a premium of one dollar and seventy-five cents (\$1.75) for each hour assigned.

SECTION 2: An employee assigned as an Acting Treatment Program Coordinator shall be entitled to a premium of twenty-five cents (\$.25) for each hour assigned.

ARTICLE 29
WAGES

Effective January 1, 1992 - 4%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MOS.</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief Cook	HR	\$9.52	9.69	9.88		10.26	10.62	
	AN	19,802	20,155	20,550		21,341	22,090	
Cook	HR	\$8.04	8.18	8.33		8.63	8.94	
	AN	16,723	17,014	17,326		17,950	18,595	
Custodian II	HR	\$8.91	9.07	9.26		9.58	9.95	
	AN	18,533	18,866	19,261		19,926	20,696	
Sr. Maintenance Worker	HR	\$10.62	10.78	11.02		11.45	11.91	
	AN	22,090	22,422	22,922		23,816	24,773	
Transportation Officer	HR	\$10.86	11.09	11.32		11.76	12.23	
	AN	22,589	23,067	23,546		24,461	25,438	
Child Care Worker II	HR	\$10.39	10.61	10.80		11.21	11.67	12.15
	AN	21,611	22,069	22,464		23,317	24,274	25,272
PART TIME HRLY		\$6.58			6.90		7.21	

Effective January 1, 1993 - 4%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MOS.</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief Cook	HR	\$9.90	10.08	10.28		10.67	11.04	
	AN	20,592	20,966	21,382		22,194	22,963	
Cook	HR	\$8.36	8.51	8.66		8.98	9.30	
	AN	17,389	17,701	18,013		18,678	19,344	
Custodian II	HR	\$9.27	9.43	9.63		9.96	10.35	
	AN	19,282	19,614	20,030		20,717	21,528	
Sr. Maintenance Worker	HR	\$11.04	11.21	11.46		11.91	12.39	
	AN	22,963	23,317	23,837		24,773	25,771	
Transportation Officer	HR	\$11.29	11.53	11.77		12.23	12.72	
	AN	23,483	23,982	24,482		25,438	26,458	
Child Care Worker II	HR	\$10.81	11.03	11.23		11.66	12.14	12.64
	AN	22,485	22,942	23,358		24,253	25,251	26,291
PART TIME HRLY		\$6.84			7.18		7.50	

ARTICLE 29
WAGES, contd.

Effective January 1, 1994 - 4%

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>18 MOS.</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief Cook	HR	\$10.30	10.48	10.69		11.10	11.48	
	AN	21,424	21,798	22,235		23,088	23,878	
Cook	HR	\$8.70	8.85	9.01		9.34	9.67	
	AN	18,096	18,408	18,741		19,427	20,114	
Custodian II	HR	\$9.64	9.81	10.02		10.36	10.77	
	AN	20,051	20,405	20,842		21,549	22,402	
Sr. Maintenance Worker	HR	\$11.48	11.66	11.92		12.39	12.89	
	AN	23,878	24,253	24,794		25,771	26,811	
Transportation Officer	HR	\$11.75	12.00	12.25		12.72	13.23	
	AN	24,440	24,960	25,480		26,458	27,518	
Child Care Worker II	HR	\$11.24	11.48	11.68		12.13	12.63	13.15
	AN	23,379	23,878	24,294		25,230	26,270	27,352
PART TIME HRLY		\$7.12			7.47		7.80	

SCHEDULE "A"
SHIFT SUPERVISORS
WAGES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
4% - 01/01/90	\$23,455	23,903	24,361	25,296	26,268	27,280
4% - 01/01/91	\$24,393	24,859	25,335	26,308	27,319	28,371
4% - 01/01/92	\$25,369	25,854	26,349	27,360	28,412	29,506
4% - 01/01/93	\$26,384	26,888	27,403	28,454	29,548	30,686
4% - 01/01/94	\$27,439	27,964	28,499	29,593	30,730	31,914

RESOLUTION 92-62

ESTABLISHING SURCHARGE FOR NON-SUFFICIENT
FUNDS CHECKS
AMENDING RESOLUTION 86-46

WHEREAS, the County of St. Clair by and through its various offices and departments has continuing occasion to receive payment by check for various fees, licenses, taxes and other purposes.

WHEREAS, a certain number of the checks so received are returned because there does not exist in the account upon which the check is drawn sufficient funds to cover the amounts specified thereon.

WHEREAS, the return of these checks imposed an additional administrative burden on the various offices and departments for processing, accounting, and adjustment of records.

WHEREAS, it is reasonable and equitable that the costs of this additional processing should not be borne by the taxpayers at large, but rather by the party responsible therefor.


WHEREAS, Public Act 156 of 1851 as amended, being MCLA 46.11; MSA 5.331, provides that the Board of Commissioners is responsible for the care and management of the property and business of the county and is authorized to establish rules and regulations to effect this purpose.

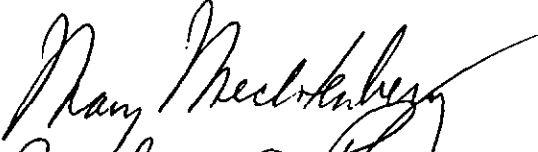
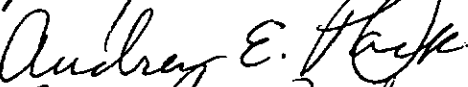
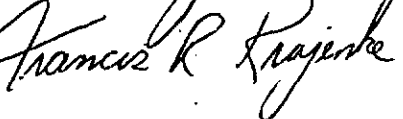
NOW, THEREFORE, BE IT RESOLVED:

1. A surcharge of fifteen (\$15.00) dollars shall be assessed against any individual, businesses, or corporate entities who are responsible for tendering checks which are returned for non-sufficient funds, and,
2. The heads of all departments and offices within the County government who are charged with the administration thereof, are hereby directed to implement procedures for the collection of the surcharge.
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

RESOLUTION 92-61

APPORTIONING TAXES FOR 1992

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 records; 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.

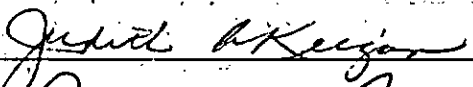
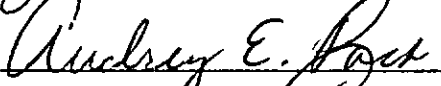
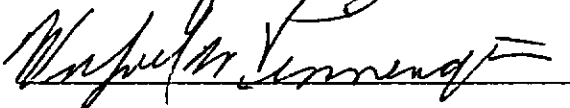
NOW, THEREFORE, BE IT RESOLVED:

- 1) That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 1992.
- 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 1992.
- 3) That the St. Clair County Tax Report is marked Exhibit "B", attached hereto, and made a part 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: December 2, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1992

DATED: November 20, 1992 ADOPTED: _____

EXHIBIT "B"

PAGE 2 OF 3

SCHOOL DISTRICTS	TOWNSHIP OR CITY	STATE	MILLAGES			COUNTY USE
			WHERE SCHOOL	EQUALIZED	SEPARATE OR ALLOCATED	
NAME AND CODES	DISTRICT IS LOCATED	VALUATION			OPERATE	BLOG-SITE-DEBT
ALGONAC COMM.	74-030	CITY OF ALGONAC	60,068,009	5.6597 *	28.7000	3.2500 *
		CLAY TOWNSHIP	222,588,340	5.6597 *	28.7000	3.2500 *
		IRA TOWNSHIP	39,148,923	5.6597 *	28.7000	3.2500 *
CAPAC COMM.	74-040	BERLIN TOWNSHIP	16,371,755	8.0200	25.2300	1.5000
		BROCKWAY TOWNSHIP	223,700	8.0200	25.2300	1.5000
		EMMETT TOWNSHIP	10,112,953	8.0200	25.2300	1.5000
		LYNN TOWNSHIP	8,904,150	8.0200	25.2300	1.5000
		MUSSEY TOWNSHIP	52,907,321	8.0200	25.2300	1.5000
		RILEY TOWNSHIP	11,973,463	8.0200	25.2300	1.5000
EAST CHINA TWP.	74-050	CITY OF MARINE CITY	62,687,851	8.0200	15.5000	2.0000
		CITY OF ST. CLAIR	101,263,843	8.0200	15.5000	2.0000
		CASCO TOWNSHIP	22,470,581	8.0200	15.5000	2.0000
		CHINA TOWNSHIP	416,639,072	8.0200	15.5000	2.0000
		COLUMBUS TOWNSHIP	18,704,628	8.0200	15.5000	2.0000
		COTTRELLVILLE TWP.	50,050,498	8.0200	15.5000	2.0000
		EAST CHINA TWP.	303,163,281	8.0200	15.5000	2.0000
		IRA TOWNSHIP	7,270,748	8.0200	15.5000	2.0000
		ST. CLAIR TOWNSHIP	71,334,606	8.0200	15.5000	2.0000
MARYSVILLE PUBLIC	74-100	CITY OF MARYSVILLE	193,850,707	8.0200 *	31.0500 *	.5000
		COLUMBUS TOWNSHIP	1,804,464	8.0200	31.0500	.5000
		KIMBALL TOWNSHIP	16,404,718	8.0200	31.0500	.5000
		ST. CLAIR TOWNSHIP	23,840,364	8.0200	31.0500	.5000
		WALES TOWNSHIP	509,859	8.0200	31.0500	.5000
MEMPHIS COMM.	74-120	CITY OF MEMPHIS	3,724,422	7.8051	32.6818	1.0000
		COLUMBUS TOWNSHIP	1,939,863	7.8051	32.6818	1.0000
		KENOCKEE TOWNSHIP	284,248	7.8051	32.6818	1.0000
		KIMBALL TOWNSHIP	8,600	7.8051	32.6818	1.0000
		RILEY TOWNSHIP	18,610,334	7.8051	32.6818	1.0000
		WALES TOWNSHIP	21,145,291	7.8051	32.6818	1.0000
PORT HURON AREA	74-010	CITY OF PORT HURON	378,442,975	7.7658 *	26.7061 *	2.0000 *
		BURTCVILLE TWP.	37,510,860	7.7658 *	26.7061 *	2.0000 *
		CLYDE TOWNSHIP	54,507,387	7.7658 *	26.7061 *	2.0000 *
		FORT GRATIOT TWP.	170,244,971	7.7658 *	26.7061 *	2.0000 *
		GRANT TOWNSHIP	7,139,600	7.7658 *	26.7061 *	2.0000 *
		KENOCKEE TOWNSHIP	42,487	7.7658 *	26.7061 *	2.0000 *
		KIMBALL TOWNSHIP	52,865,982	7.7658 *	26.7061 *	2.0000 *
		PORT HURON TOWNSHIP	96,139,245	7.7658 *	26.7061 *	2.0000 *
		WALES TOWNSHIP	4,945,557	7.7658 *	26.7061 *	2.0000 *
YALE PUBLIC	74-130	CITY OF YALE	16,514,524	8.0200	28.0000	.0000
		BROCKWAY TOWNSHIP	19,912,111	8.0200	28.0000	.0000
		CLYDE TOWNSHIP	7,683,700	8.0200	28.0000	.0000
		EMMETT TOWNSHIP	11,062,060	8.0200	28.0000	.0000
		GRANT TOWNSHIP	2,988,413	8.0200	28.0000	.0000
		GREENWOOD TOWNSHIP	78,168,675	8.0200	28.0000	.0000
		KENOCKEE TOWNSHIP	23,242,040	8.0200	28.0000	.0000
		LYNN TOWNSHIP	4,817,638	8.0200	28.0000	.0000
		RILEY TOWNSHIP	233,358	8.0200	28.0000	.0000
		WALES TOWNSHIP	4,074,916	8.0200	28.0000	.0000
ST. CLAIR COUNTY:						
INTERMEDIATE SCH.	74-000	ALL OF THE ABOVE	2,728,539,091	.2080	.0000	.0000
SPECIAL EDUCATION		ALL OF THE ABOVE	2,728,539,091	.0000	2.4765	.0000
VOCATIONAL ED.		ALL OF THE ABOVE	2,728,539,091	.0000	.9906	.0000
COMM. COLLEGE	5359	ALL OF THE ABOVE	2,728,539,091	.0000	1.4861	.1400
LAPEER COUNTY:						
INTERMEDIATE SCH.	44-020	BERLIN TOWNSHIP	12,297,918	.2192	.0000	.0000
SPECIAL EDUCATION	44-020	BERLIN TOWNSHIP	12,297,918	.0000	.9743	.0000
VOCATIONAL ED.	44-020	BERLIN TOWNSHIP	12,297,918	.0000	2.2409	.0000
MACOMB COUNTY:						
INTERMEDIATE SCH.	50-050	BERLIN TOWNSHIP	10,110,238	.2153	.0000	.0000
	50-040	CASCO TOWNSHIP	8,960,487	.2153	.0000	.0000
	50-180	CASCO TOWNSHIP	23,947,788	.2153	.0000	.0000
	50-180	COLUMBUS TOWNSHIP	41,933,005	.2153	.0000	.0000
	50-040	IRA TOWNSHIP	37,339,526	.2153 *	.0000	.0000
	50-050	RILEY TOWNSHIP	5,271,888	.2153	.0000	.0000
SPECIAL EDUCATION	50-050	BERLIN TOWNSHIP	10,110,238	.0000	1.8720	.0000
	50-040	CASCO TOWNSHIP	8,960,487	.0000	1.8720	.0000
	50-180	CASCO TOWNSHIP	23,947,788	.0000	1.8720	.0000
	50-180	COLUMBUS TOWNSHIP	41,933,005	.0000	1.8720	.0000
	50-040	IRA TOWNSHIP	37,339,526	.0000	1.8720 *	.0000
	50-050	RILEY TOWNSHIP	5,271,888	.0000	1.8720	.0000
SANILAC COUNTY:						
INTERMEDIATE SCH.	76-080	BURTCVILLE TWP.	13,230,068	.2446	.0000	.0000
	76-080	GRANT TOWNSHIP	6,615,628	.2446	.0000	.0000
	76-080	GREENWOOD TOWNSHIP	401,200	.2446	.0000	.0000
	76-060	LYNN TOWNSHIP	2,259,365	.2446	.0000	.0000
SPECIAL EDUCATION	76-080	BURTCVILLE TWP.	13,230,068	.0000	.8805	.0000
	76-080	GRANT TOWNSHIP	6,615,628	.0000	.8805	.0000
	76-080	GREENWOOD TOWNSHIP	401,200	.0000	.8805	.0000
	76-060	LYNN TOWNSHIP	2,259,365	.0000	.8805	.0000
VOCATIONAL ED.	76-080	BURTCVILLE TWP.	13,230,068	.0000	1.9566	.0000
	76-080	GRANT TOWNSHIP	6,615,628	.0000	1.9566	.0000
	76-080	GREENWOOD TOWNSHIP	401,200	.0000	1.9566	.0000
	76-060	LYNN TOWNSHIP	2,259,365	.0000	1.9566	.0000

OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1992

DATED: November 20, 1992

ADOPTED: _____

EXHIBIT "B"

PAGE 3 OF 3

SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	STATE EQUALIZED VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
			SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE	BLOG-SITE-DEBT	
ALMONT	44-020 BERLIN TOWNSHIP	12,297,918	7.9479	26.5000	9.4500	
ANCHOR BAY	50-040 CASCO TOWNSHIP	8,960,487	8.2540 *	31.3800 *	3.7000 *	
	IRA TOWNSHIP	37,339,526	8.2540 *	31.3800 *	3.7000 *	
ARMADA AREA	50-050 BERLIN TOWNSHIP	10,110,238	8.2565	29.8706	7.6000	
	RILEY TOWNSHIP	5,271,898	9.2555	29.8706	7.6000	
RICHMOND COMM.	50-180 CASCO TOWNSHIP	23,947,788	8.5800 *	31.8200 *	.8500 *	
	COLUMBUS TOWNSHIP	41,933,005	8.5800 *	31.8200 *	.8500 *	
BROWN CITY COMM.	70-060 LYNN TOWNSHIP	2,259,365	9.0000	24.0000	2.9700	
CROSMELL-LEX.	76-080 BURTCVILLE TWP.	13,230,068	8.8596 *	19.6880 *	3.6300 *	
	GRANT TOWNSHIP	6,615,628	8.8596 *	19.6880 *	3.6300 *	
	GREENWOOD TOWNSHIP	401,200	8.8596	19.6880	3.6300	

* SCHOOL DISTRICTS LEVYING A 1992 SUMMER TAX

SCHOOL DISTRICT	NUMBER	PURPOSE	MILLAGE RATE	
			JULY	DECEMBER
Algonac Community	74-030	Oper.	17.1799	17.1798
		Debt	1.6250	1.6250
Marysville Public	74-100	Oper.	19.5350 a	19.5350 a
		Oper.	-0-	39.0700 b
		Debt	-0-	.5000
Port Huron Area	74-010	Oper.	34.4719 c	-0- c
		Debt	2.0000 c	-0- c
		Oper.	17.2359 d	17.2360 d
		Debt	1.0000 d	1.0000 d
St. Clair County Intermediate	74-000	Oper.	.1040 e	.1040 e
		Oper.	-0- f	.2080 f
Special Education		Oper.	1.2382 e	1.2383 e
		Oper.	-0- f	2.4765 f
Vocational Education		Oper.	.4953 e	.4953 e
		Oper.	-0- f	.9906 f
St. Clair County Community College	5359	Oper.	1.4861 g	1.4861 f
		Debt	.1400 g	.1400 f
Croswell/Lexington	76-080	Oper.	14.2738 h	14.2738 h
		Oper.	-0- f	28.5476 f
		Debt	1.0000 h	2.6300 h
		Debt	-0- f	3.6300 f
Anchor Bay	50-040	Oper	19.5693 j	20.0647 j
		Debt	1.8500 j	1.8500 j
Richmond Community	50-180	Oper.	20.2000 m	20.2000 m
		Debt	.8500 m	-0- m
Macomb County Intermediate	50-000	Oper.	.2153 k	.2153 n
		Oper.	1.8720 k	1.8720 n

LEVIED IN:

- a = City of Marysville
- b = Townships of Columbus, Kimball, St. Clair and Wales
- c = City of Port Huron
- d = Townships of Burtchville, Clyde, Fort Gratiot, Grant, Kenockee, Kimball, Port Huron and Wales
- e = Cities of Algonac, Marysville, Port Huron and Townships of Burtchville, Clay, Clyde, Fort Gratiot, Grant, Ira, Port Huron, and Wales
- f = Balance of district
- g = Cities of Algonac, Marine City, Marysville, Port Huron, St. Clair, and Yale
- h = Burtchville and Grant Townships
- j = Casco and Ira Townships
- k = Ira Township
- m = Casco and Columbus Townships
- n = Berlin, Casco, Columbus, and Riley Townships

**ESTABLISHING COMPENSATION TO BE PAID TO
MEMBERS OF THE SOCIAL SERVICES BOARD**

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 Social 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 the compensation for Members of the Social Services Board for 1993:

A. Member, Social Services Board	\$ 2,362
B. Chairperson, Social Services Board	\$ 3,486

BE IT PROVIDED, that Members of the Social Services Board in 1993, shall be paid a Per Diem rate of \$25.00 per meeting with a maximum of 24 total meetings.

2) That the following schedule may be and the same is hereby adopted, reflecting the compensation for Members of the Social Services Board for 1994:

A. Members, Social Services Board	\$ 2,453
B. Chairperson, Social Services Board	\$ 3,620

BE IT PROVIDED, that Members of the Social Services Board in 1994 shall be paid a Per Diem of \$25.00 per meeting with a maximum of 24 total meetings.

3) That effective January 1, 1993, Members of the Social Services Board are included in the new provisions of the St. Clair County Employees' Retirement System outlined in Board of Commissioners Resolution 92-52 dated December 2, 1992.

4) Members of the Social Services Board shall only be eligible for specified benefits as authorized by official action of the 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 2, 1992

Reviewed and Approved by:

Robert J. Nickerson
 ROBERT J. NICKERSON
 COUNTY CORPORATION COUNSEL
 301 County Building
 Port Huron, MI 48060

Francis E. Royce

Mary Mack-Hubert

Audrey E. Pack

RESOLUTION 92-59

ESTABLISHING COMPENSATION TO BE PAID
TO MEMBERS OF 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 1993:

A. Member, Road Commission	\$ 3,936
B. Chairperson, Road Commission	\$ 5,174

2) That the following schedule is hereby adopted reflecting the compensation for the officials named herein, for the year 1994:

A. Member, Road Commission	\$ 4,088
B. Chairperson, Road Commission	\$ 5,373

3) The Members of the St. Clair County Road Commission shall be paid a "Per Diem Rate" of \$25.00 per meeting with a maximum of 34 total meetings including attendance at authorized conferences.


4) That effective January 1, 1993 Members of the Road Commission are included in the new provisions of the St. Clair County Employees' Retirement System outlined in Board of Commissioners Resolution 92-52, dated December 2, 1992.


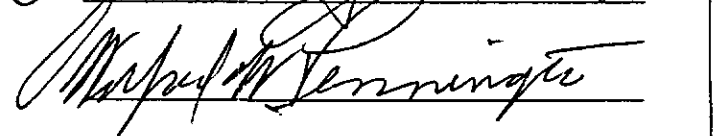
5) Members of the St. Clair County Road Commissioners shall only be eligible for specified benefits as authorized by official action of the St. Clair County Board of Commissioners.

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

DATED: December 2, 1992

Reviewed and approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-58

ESTABLISHING COMPENSATION FOR
ST. CLAIR COUNTY BOARD OF COMMISSIONERS

WHEREAS, it is the statutory duty of the St. Clair County Board of Commissioners, at its annual October business session, to set the compensation to be paid to the successor Board; 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 is hereby adopted reflecting the compensation to be paid to Commissioners effective for the year 1993, effective January 1, 1993.

- | | |
|---|--|
| A. Chairperson,
Board of
Commissioners | \$11,024 plus \$40.00 for Board
of Commissioner meeting chaired,
and \$30.00 per authorized
meeting attended. |
| B. Vice-Chairperson,
Board of
Commissioners | \$7,904 plus \$30.00 per
authorized meeting attended by
the Vice-Chairperson, and
\$40.00 per Board of Commissioner
meeting chaired by the Vice-
Chairperson, and \$35.00 per
Committee meeting chaired by the
Vice-Chairperson |
| C. Member, Board of
Commissioners | \$7,280 plus \$30.00 per
authorized meeting attended by
a Commission Member and \$35.00
per Committee Meeting chaired
by a Committee Member |

2) that the following schedule is hereby adopted reflecting the compensation to be paid to Commissioners for the year 1994 effective January 1, 1994.

- | | |
|---|---|
| A. Chairperson,
Board of
Commissioners | \$11,448 plus \$40.00 for Board
of Commissioner meeting chaired,
and \$30.00 per authorized
meeting attended. |
| B. Vice-Chairperson,
Board of
Commissioners | \$ 8,208 plus \$30.00 per
authorized meeting attended by
the Vice-Chairperson, and
\$40.00 per Board of Commissioner
meeting chaired by the Vice-
Chairperson, and \$35.00 per
Committee meeting chaired by the
Vice-Chairperson |

RESOLUTION 92-57

ESTABLISHING SALARIES
OF SPECIFIC COUNTY OFFICERS FOR 1993-94

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

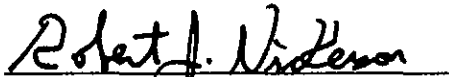
WHEREAS, the Administrative Services/Ways & Means Committee of the St. Clair County Board of Commissioners had reviewed and evaluated the compensation of said Officers, and recommended the action specified herein to the Board of Commissioners, and the Board concluding that said action is due and appropriate.

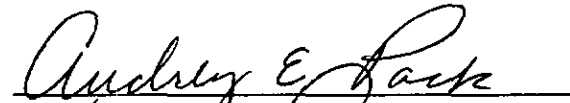
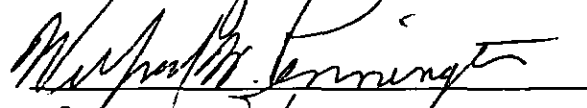
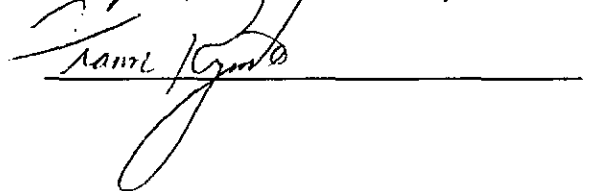
NOW, THEREFORE, BE IT RESOLVED:

- 1) That the salary levels of County Officers, be, and the same hereby are established as specified in Exhibit "A", attached hereto and made a part hereof by reference.
- 2) That the salary assigned herein to each classification shall be for 2 years, 1993 and 1994, effective January 1, 1993.
- 3) All resolutions and parts of resolutions in conflict with this resolution are, to the extent of the conflict, hereby rescinded.

DATED: December 2, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

To: Members, Board of Commissioners
From: Donald E. Dodge, Administrator/Controller
Subject: Prosecuting Attorney and Chief Assistant
Prosecuting Attorney Salaries
Date: November 23, 1992

As you review the Elected and Appointed Officials proposed salaries, please note the change for Prosecutor and Chief Assistant Prosecutor.

Following discussions with Woody Brown, I think this proposal will be economically feasible for both the Prosecutor and the County.

Woody has agreed to have only one administrative position in his chain of command (Chief Assistant Prosecutor) rather than the two now approved. The Chief of Criminal Division position will drop down to an Assistant Prosecutor position which will immediately save the County anywhere from \$5,000 to \$30,000, depending on where a new person would start on the salary steps. Also, the replacement of the present Chief Assistant Prosecutor will immediately save the County \$2,400 in longevity pay plus benefits. Both of these items will continue to save money in future years.

The increase of 4% rather than the 3% as originally proposed for the Prosecutor will cost \$697 additional plus benefits.

With this negotiated agreement, the Chief Assistant Prosecutor will no longer be on the scale half way between the Prosecuting Attorney and Assistant Prosecuting Attorney. Thus this position will only be receiving the 4% raise rather than the 4.62% originally proposed. Thus another \$400 savings plus benefits. This also will continue to save money in future years.

The proposal has achieved the following desirous results:

- 1) Eliminating the sliding scale for the Chief Assistant Prosecutor which will in turn produce annual savings.
- 2) Downgrading one administrative position to an Assistant Prosecuting Attorney, thus saving several thousands of dollars.
- 3) By increasing the Prosecutor's salary the same percentage as unionized employees, the gap between Prosecutor and his subordinates would not erode as it would if the Prosecutor received 3% and subordinates 4%. This has occurred over the past two years when the Prosecutor received 2.76% in 1991 and 2.52% in 1992, while subordinates were receiving 4% average per year increases.

ELECTED OFFICIALS AND DEPUTIES
PROPOSED SALARIES

	<u>Present Salary</u>	<u>1993 Proposed</u>	<u>Total Increase</u>	<u>% Increase</u>
<u>1993 ELECTED OFFICIALS</u>				
Drain Commissioner	36,644	38,110	1,466	4.00%
Treasurer	39,263	40,834	1,571	4.00%
Clerk-Register	42,036	43,718	1,682	4.00%
Sheriff	49,430	52,929	3,499	7.08%
Prosecuting Atty.	69,740	72,530	2,790	4.00%
Surveyor	-0-	10,000	10,000	100.00%
<u>1994 ELECTED OFFICIALS</u>				
Drain Commissioner	38,110	39,635	1,525	4.00%
Treasurer	40,834	42,468	1,634	4.00%
Clerk-Register	43,718	45,467	1,749	4.00%
Sheriff	52,929	55,386	2,457	4.64%
Prosecuting Atty.	72,530	75,431	2,901	4.00%
Surveyor	10,000	10,400	400	4.00%
<u>1993 APPOINTED DEPUTIES</u>				
Dep.Drain Comm.	27,144	28,230	1,086	4.00%
Dep.Reg.of Deeds	27,881	28,997	1,116	4.00%
Deputy Clerk	28,881	30,037	1,156	4.00%
Deputy Treasurer	29,601	30,786	1,185	4.00%
Undersheriff	46,625	49,929	3,304	7.09%
Chief Asst.Pros.	64,510	67,090	2,580	4.00%
<u>1994 APPOINTED DEPUTIES</u>				
Dep.Drain Comm.	28,230	29,360	1,130	4.00%
Dep.Reg.of Deeds	28,997	30,157	1,160	4.00%
Deputy Clerk	30,037	31,239	1,202	4.00%
Deputy Treasurer	30,786	32,018	1,232	4.00%
Undersheriff	49,929	52,386	2,457	4.92%
Chief Asst.Pros.	67,090	69,774	2,684	4.00%

**ELECTED OFFICIALS AND DEPUTIES
PROPOSED SALARIES**

	<u>Present Salary</u>	<u>1993 Proposed</u>	<u>Total Increase</u>	<u>% Increase</u>
<u>1993</u>				
<u>ELECTED OFFICIALS</u>				
Drain Commissioner	36,644	38,110	1,466	4.00%
Treasurer	39,263	40,834	1,571	4.00%
Clerk-Register	42,036	43,718	1,682	4.00%
Sheriff	49,430	52,929	3,499	7.08%
Prosecuting Atty.	69,740	72,530	2,790	4.00%
Surveyor	-0-	10,000	10,000	100.00%
<u>1994</u>				
<u>ELECTED OFFICIALS</u>				
Drain Commissioner	38,110	39,635	1,525	4.00%
Treasurer	40,834	42,468	1,634	4.00%
Clerk-Register	43,718	45,467	1,749	4.00%
Sheriff	52,929	55,386	2,457	4.64%
Prosecuting Atty.	72,530	75,431	2,901	4.00%
Surveyor	10,000	10,400	400	4.00%
<u>1993</u>				
<u>APPOINTED DEPUTIES</u>				
Dep.Drain Comm.	27,144	28,230	1,086	4.00%
Dep.Reg.of Deeds	27,881	28,997	1,116	4.00%
Deputy Clerk	28,881	30,037	1,156	4.00%
Deputy Treasurer	29,601	30,786	1,185	4.00%
Undersheriff	46,625	49,929	3,304	7.09%
Chief Asst.Pros.	64,510	67,090	2,580	4.00%
<u>1994</u>				
<u>APPOINTED DEPUTIES</u>				
Dep.Drain Comm.	28,230	29,360	1,130	4.00%
Dep.Reg.of Deeds	28,997	30,157	1,160	4.00%
Deputy Clerk	30,037	31,239	1,202	4.00%
Deputy Treasurer	30,786	32,018	1,232	4.00%
Undersheriff	49,929	52,386	2,457	4.92%
Chief Asst.Pros.	67,090	69,774	2,684	4.00%

RESOLUTION 92- 56

ESTABLISHING SALARIES OF SPECIFIC CLASSIFICATIONS
SUBJECT TO THE WAGE GRADE PLAN FOR 1993-1994

WHEREAS, the St. Clair County Board of Commissioners has responsibility to establish the salary levels of all classifications subject to the Wage Grade Plan; and

WHEREAS, the Administrative Services/Ways & Means Committee of the St. Clair County Board of Commissioners has reviewed and evaluated the compensation of said Wage Grade Plan subject classifications, and recommended the action specified herein to the Board of Commissioners, and the Board concluded that said action is due and appropriate.

NOW, THEREFORE, BE IT RESOLVED:


1) That the Wage Grade levels of classifications subject to the Wage Grade Plan, be, and the same hereby are established as specified in Exhibit "A" attached hereto, and made a part hereof by reference.


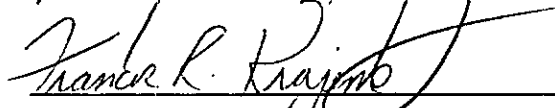
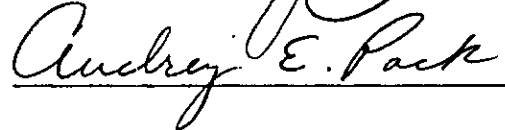
2) That the Wage Grade levels herein shall be for two (2) years, 1993 and 1994.

3) All resolutions and parts of resolutions in conflict with with resolution are, to the extent of the conflict, hereby rescinded.

DATED: December 2, 1992

Reviewed and Approved:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

1993 & 1994 WAGE & GRADE PROPOSAL

11-23-92

92	93	94	1992		1993		1994		2-year			
			Wage	Incr.	Total	%	Total	%	Total	%		
Probation-Clk-Typ.I	67	20,884	71	21,832	948	4.54%	74	22,543	711	3.35%	1,659	7.94%
Cir.Ct.-Video.Clk I	67	20,884	71	21,832	948	4.54%	74	22,543	711	3.35%	1,659	7.94%
County Clerk-Clerk I	67	20,884	71	21,832	948	4.54%	74	22,543	711	3.35%	1,659	7.94%
Emerg.Mgmt.Technicien	67	20,884	71	21,832	948	4.54%	74	22,543	711	3.35%	1,659	7.94%
Personnel-Acct.Clk.I	68	21,122	72	22,069	947	4.48%	75	22,782	713	3.23%	1,660	7.86%
Circuit Ct.Clk-Typ.II	70	21,594	74	22,543	949	4.39%	77	23,258	715	3.17%	1,664	7.71%
Personnel Clk-Typ.II	70	21,594	74	22,543	949	4.39%	77	23,258	715	3.17%	1,664	7.71%
Cir.Ct.Assign.Clk II	80	23,968	84	24,918	950	3.96%	88	25,867	949	3.81%	1,899	7.92%
Personnel-Acct.Clerk II	80	23,968	84	24,918	950	3.96%	88	25,867	949	3.81%	1,899	7.92%
Personnel-Secretary	80	23,968	84	24,918	950	3.96%	88	25,867	949	3.81%	1,899	7.92%
Probation-Acct.Clk.II	80	23,968	84	24,918	950	3.96%	88	25,867	949	3.81%	1,899	7.92%
Resource Recov.Coord.	80	23,968	84	24,918	950	3.96%	88	25,867	949	3.81%	1,899	7.92%
Circuit Ct.-Bailliff	84	24,918	88	25,867	949	3.81%	92	26,815	948	3.66%	1,897	7.61%
Probate Court-Bailliff	84	24,918	88	25,867	949	3.81%	92	26,815	948	3.66%	1,897	7.61%
Reimb.Manager (M.H.)	86	25,394	90	26,341	947	3.73%	94	27,292	951	3.61%	1,898	7.47%
Process Serv./Probate Ct.	88	25,867	92	26,815	948	3.66%	97	28,003	1,188	4.43%	2,136	8.25%
Cir.Ct. Bailliff/Law Clk.	88	25,867	95	27,529	1,662	6.43%	99	28,478	949	3.45%	2,611	10.09%
Controller Pay/Pens-Off.	90	26,341	95	27,529	1,118	4.51%	99	28,478	949	3.45%	2,137	8.11%
Veterans Counselor	90	26,341	95	27,529	1,118	4.51%	99	28,478	949	3.45%	2,137	8.11%
Adm.Secretary (Courts)	90	26,341	95	27,529	1,118	4.51%	99	28,478	949	3.45%	2,137	8.11%
Adm.Secretary(C.M.H.)	90	26,341	95	27,529	1,118	4.51%	99	28,478	949	3.45%	2,137	8.11%
Admin./Landfill Assiat.	94	27,292	99	28,478	1,186	4.35%	103	29,428	950	3.33%	2,136	7.83%

1993 & 1994 WAGE & GRADE PROPOSAL

	92	93		94		1994 Total	1994 Wags Increase	%	2-year Total	2-year % Incr.	
		92	93	94	94						
Prop. Survey Supv.	98	28,241	102	29,428	1,187	4.20%	30,377	949	3.22%	2,136	7.56%
Court Investig. (FOC)	98	28,241	102	29,428	1,187	4.20%	30,377	949	3.22%	2,136	7.56%
Human Resourc. Coord.	98	28,241	102	29,428	1,187	4.20%	30,377	949	3.22%	2,136	7.56%
District Ct.-Comm. Serv.	98	28,241	102	29,428	1,187	4.20%	30,377	949	3.22%	2,136	7.56%
WIC Program Director	102	29,191	107	30,377	1,186	4.06%	31,564	1,187	3.90%	2,373	8.13%
Computer Programmer	102	29,191	107	30,377	1,186	4.06%	31,564	1,187	3.90%	2,373	8.13%
Animal Control Officer	102	29,191	107	30,377	1,186	4.06%	31,564	1,187	3.90%	2,373	8.13%
Health Educator	104	29,665	109	30,853	1,188	4.00%	32,038	1,185	3.64%	2,373	7.99%
Program Prevention Coord.	104	29,665	109	30,853	1,188	4.00%	32,038	1,185	3.64%	2,373	7.99%
Bldg./Grds. Supervisor	108	30,614	113	31,801	1,187	3.88%	32,987	1,186	3.73%	2,373	7.75%
Probation Off. (1-5 yrs.)	108	30,614	113	31,801	1,187	3.88%	32,987	1,186	3.73%	2,373	7.75%
Probation Off. (6-10 yrs.)	108	30,614	123	34,173	3,559	11.62%	35,361	1,188	3.48%	4,747	15.50%
Fr. of Court Accountant	109	30,853	116	32,512	1,659	5.38%	33,936	1,424	4.38%	3,083	9.99%
Public Guardian	114	32,038	119	33,225	1,187	3.70%	34,649	1,424	4.29%	2,511	8.15%
Accountant/Auditor	114	32,038	119	33,225	1,187	3.70%	34,649	1,424	4.29%	2,511	8.15%
E.M.S Coordinator	114	32,038	119	33,225	1,187	3.70%	34,649	1,424	4.29%	2,511	8.15%
Victims Rights Coord./ Support Supv.	120	33,461	126	34,886	1,425	4.26%	36,072	1,187	3.40%	2,612	7.80%
Microbiologist	123	34,173	129	35,598	1,425	4.16%	36,785	1,187	3.33%	2,612	7.64%
Circuit Ct. Reporter	123	34,173	129	35,598	1,425	4.16%	36,785	1,187	3.33%	2,612	7.64%
Librarian III	125	34,649	131	36,072	1,423	4.11%	37,261	1,189	3.30%	2,612	7.54%
Fiscal Analyst (C.M.R.)	127	35,125	133	36,547	1,422	4.05%	37,972	1,425	3.89%	2,847	8.01%
Bldgs & Grounds Supt.	127	35,125	133	36,547	1,422	4.05%	37,972	1,425	3.89%	2,847	8.01%

1993 & 1994 WAGE & GRADE PROPOSAL

	92	93	94	1993		1994		2-year Total	2-year Total
				Wage	Incr.	Wage	Incr.		
Ped.Nurse Practitioner	127	133	139	36,547	4.05%	37,972	3.90%	2,847	8.01%
Chief Probation Officer	131	143	149	38,921	7.90%	40,346	3.66%	4,274	11.85%
Computer Serv.Director	135	138	141	37,734	1.92%	38,446	1.89%	1,424	3.85%
" "(Experienced)	135	148	160	40,109	8.33%	42,955	7.09%	5,933	16.02%
Envir.Health Director	149	155	162	41,770	3.53%	43,430	3.97%	3,084	7.64%
Attorney Referee(Probate)	149	169	176	45,091	11.76%	46,753	3.69%	6,407	15.88%
Circuit Court Adm.	152	159	166	42,719	4.05%	44,380	3.89%	3,323	8.09%
Pub.Health Nursing Dir.	152	159	166	42,719	4.05%	44,380	3.89%	3,323	8.09%
Dep.Adm./Controller	158	165	172	44,142	3.91%	45,803	3.76%	3,321	7.82%
Personnel Officer	158	169	176	44,854	5.58%	46,753	4.23%	4,271	10.00%
Equaliza.Director(III)	162	169	176	45,091	3.82%	46,753	3.18%	3,323	7.65%
" "(IV)	171	179	186	47,466	4.17%	49,125	3.50%	3,558	7.81%
Planning Director	168	176	183	46,753	4.23%	48,414	3.55%	3,560	7.94%
C.M.H.Adm.Serv.Director	176	184	192	48,652	4.06%	50,550	3.90%	3,797	8.12%
C.M.H.Program Director	176	184	192	48,652	4.06%	50,550	3.90%	3,797	8.12%
C.M.H.Suptt.Serv.Dir.	176	184	192	48,652	4.06%	50,550	3.90%	3,797	8.12%
Probate Court Adm.	176	190	205	50,075	7.10%	53,638	7.11%	6,885	14.73%
Dist.Ct.Adminstrator/ Attorney/Magistrate *	176	214	244	55,774	7.77%	60,476	8.43%	8,723	16.86%

(includes
Magistrate
Pay)

(includes
Magistrate
pay)

* Same as Attorney/Friend of Court

RESOLUTION 92-35

REGARDING THE PERSONNEL POLICIES
OF THE
COUNTY OF ST. CLAIR
RELATIVE TO ARTICLE 21
HEALTH CARE, DENTAL INSURANCE AND LIFE INSURANCE

WHEREAS, the St. Clair County Personnel Policies establish and define working conditions including fringe benefits of Elected and Appointed Officials of the County together with certain Non-affiliated employees of the County; and

WHEREAS, the St. Clair County Board of Commissioners has exclusive authority and responsibility to determine and establish the specific terms, conditions, benefit amounts and policy for providing Elected and Appointed officials and Non-affiliated employees with certain fringe benefits; and

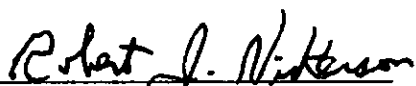
WHEREAS, the St. Clair County Board of Commissioners has reviewed certain fringe benefits of Elected and Appointed officials and Non-affiliated employees.

NOW, THEREFORE, BE IT RESOLVED, that effective January 1, 1993, the Personnel Policies of the County of St. Clair are amended and modified to provide Health Care, Dental Insurance and Life Insurance in accordance with Exhibit "A".

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

DATED: December 2, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

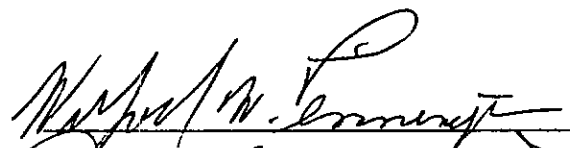

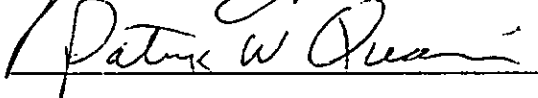




EXHIBIT "A"

ARTICLE 21
HEALTH, LIFE AND DENTAL CARE

SECTION 1: Each regularly scheduled full time employee shall be eligible to participate in the MVF-1 comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible - \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Case Management
Precertification

The County shall have authority to select the health care plan provider, provided such coverage is comparable.

The Employer shall pay the plan cost with the following exceptions:

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC and/or SD riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until after January 1, 1986 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents shall not pay any of the FC and/or SD riders plan costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.

SECTION 2: Effective January 1, 1993 each regularly scheduled 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 option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

Payment shall be made in equal bi-weekly installments with the employee's paycheck. 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 ~~identical~~ *comparable.* DAD

SECTION 4: All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal or near equal installments the first two (2) pay periods of each month.

SECTION 5: The County shall provide group life insurance in accordance with the following schedule:

A. CORE OPTION

<u>Annual Salary</u>	<u>Benefit</u>
Less than \$20,000	\$15,000
\$20,000 to \$24,999	\$20,000
\$25,000 to \$29,000	\$25,000
\$30,000 to \$34,999	\$30,000
\$35,000 to \$39,999	\$35,000
\$40,000 to \$44,999	\$40,000
\$45,000 to \$49,999	\$45,000
\$50,000 or more	\$50,000

B. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

C. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

SECTION 6: The County shall provide regularly scheduled full time employees with the one (1) year of service with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * 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 7: In order to acquire and maintain health and/or dental 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 plan provider.

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 plan costs.

SECTION 9: On an approved leave of absence without pay, the employee may continue plan payment within the provision of the plan provider policy or forfeit plan eligibility and coverage.

exempt.res

RESOLUTION 92-54

REGARDING THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
RELATIVE TO
HEALTH CARE, DENTAL AND LIFE INSURANCE

WHEREAS, St. Clair County Commissioners are eligible for certain fringe benefits; and

WHEREAS, the St. Clair County Board of Commissioners has exclusive authority and responsibility to determine and establish the specific terms, conditions, benefit amounts and policy for providing St. Clair County Commissioners with certain fringe benefits; and

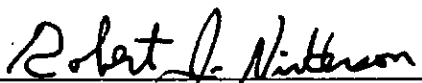
WHEREAS, the St. Clair County Board of Commissioners has reviewed the fringe benefits of County Commissioners:

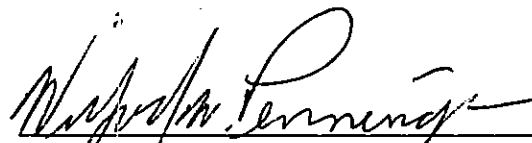
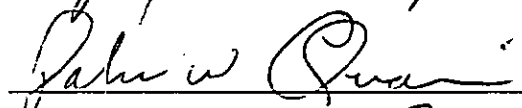
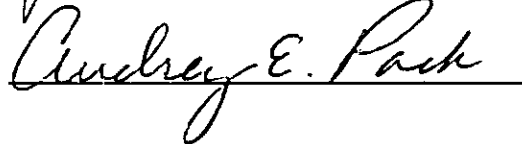
NOW, THEREFORE, BE IT RESOLVED, that effective January 1, 1993, each County Commissioner shall be eligible, upon enrollment and in compliance with established policy, for the following fringe benefits:

- 1) Health Care at the Core Option or Option I, Option II or Option III as provided by the Flexible Benefit Plan, EXHIBIT "A".
- 2) Dental Insurance at the Core Option or Option I, or Option II as provided by the Flexible Benefit Plan, EXHIBIT "B".
- 3) Life Insurance at the Core Option or Option I or Option II as provided by Flexible Benefits Plan, EXHIBIT "C".
- 4) All resolutions and parts of resolutions in conflict with this resolution, are the the extent of the conflict, hereby rescinded.

DATED: December 2, 1992

Reviewed and Approved by:


ROBERT J. MICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

HEALTH CARE

SECTION 1: St. Clair County Commissioners shall be eligible to participate in the MVF-1 comprehensive medical and hospitalization Core Option plan with the following riders:

Hospital Deductible - \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Case Management
Precertification

The County shall pay the plan cost with the following exceptions:

- a. A Commissioner whose original uninterrupted term of office began on or after January 1, 1986 shall pay 100% of FC and/or SD riders plan costs.
- b. A Commissioner whose original uninterrupted term of office began prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until after January 1, 1986 shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. A Commissioner whose original uninterrupted term of office began prior to January 1, 1986 with enrolled dependents shall not pay any of the FC and/or SD riders plan costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.

SECTION 2: Effective January 1, 1993 each St. Clair County Commissioner shall be entitled to select any one of the following options in the place of the core option.

A. OPTION I

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable customary charges.
- Precertification/Casemanagement
- Annual Cash Rebate (Paid bi-weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

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

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

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

SECTION 3: All Commissioner plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal or near equal installments the first two (2) pay periods of each month.

EXHIBIT "B"

DENTAL INSURANCE

The County shall provide each County Commissioner who has completed one year in office with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

CORE OPTION

- * Plan 100 50/50 to an annual maximum of \$600 per individual.
- * Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

OPTION I

- * \$200 to a flexible reimbursement account.

OPTION II

- * \$150 cash rebate.

EXHIBIT "C"

LIFE INSURANCE

The County will provide a \$15,000 group life insurance plan for County Commissioners as the core option.

A. OPTION I

The County Commissioner may purchase an additional amount equal to the core at the County's group rate. The County Commissioner shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The County Commissioner may purchase an amount equal to twice the core at the County's group rate. The County Commissioner shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

RESOLUTION 92-53

REGARDING THE ELECTED AND APPOINTED OFFICIALS AND
NON-AFFILIATED EMPLOYEES OF THE COUNTY OF ST. CLAIR
RELATIVE TO
THE ST. CLAIR COUNTY EMPLOYEES RETIREMENT SYSTEM

WHEREAS, Elected and Appointed Officials and regularly scheduled full time Non-affiliated employees of the County of St. Clair are subject to the St. Clair County Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has authority and responsibility to establish terms, conditions and policy regarding the participation of Elected and Appointed Officials and regularly scheduled full-time Non-affiliated employees in the Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employees' Retirement System.

NOW, THEREFORE, BE IT RESOLVED, that Elected and Appointed Officials and regularly scheduled full-time Non-affiliated employees shall be eligible to participate in the St. Clair County Employees' Retirement System as follows:

1. Elected and Appointed Officials who were previously members and who maintained contributions in the St. Clair County Employees' Retirement System prior to January 1, 1993, shall be entitled to select one of the following options:

Regularly scheduled full time Non-affiliated employees hired or rehired prior to January 1, 1993 who were previously members and who maintained their contributions in the St. Clair County Employees' Retirement System, shall be entitled to select one of the following options:

a. Historic Plan

- i. A final average compensation based on 2% a year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
- ii. Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.

b. Modified Plan

i. A final average compensation as follows:

<u>Years of Service</u>	<u>Annual Percentage</u>	<u>Application</u>
1-10	1.75%	Accumulative
11-19	2.00%	Accumulative
20-24	2.00%	Retroactive to first year
25-29	2.40%	Retroactive to first year

ii. Maximum final average compensation at 69.6% for 29 years of service.


iii. Eligibility for health care upon attaining twenty (20) years of service.

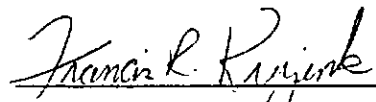
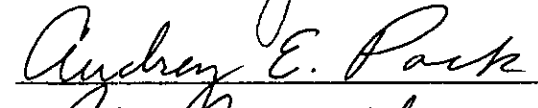
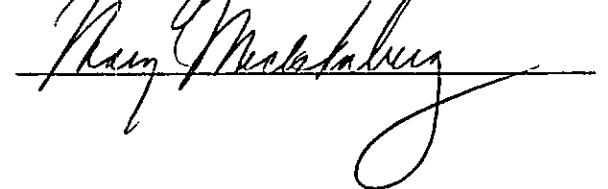
2. Elected and Appointed officials and regularly scheduled full-time Non-affiliated employees commencing membership in the St. Clair County Employees' Retirement System on or after January 1, 1993 and who did not maintain their contributions from prior membership in the Retirement System shall have no option but shall be subject to the modified plan provided in the preceding 1.b i, ii, and iii.

3. All resolutions and parts of resolutions in conflict with this resolution are to the extent of the conflict, hereby rescinded.

DATED: December 2, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

RESOLUTION 92-52

REGARDING THE ST. CLAIR COUNTY ROAD COMMISSIONERS AND
SOCIAL SERVICES BOARD MEMBERS' RIGHTS AND RESPONSIBILITY
RELATIVE TO
THE ST. CLAIR COUNTY EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, St. Clair County Road Commissioners and Social Services Board Members are subject to participation in the St. Clair County Employees' Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has authority and responsibility to establish terms, conditions and policy regarding the participation of St. Clair County Road Commissioners and Social Services Board Members in the St. Clair County Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employees' Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners determines that the St. Clair County Road Commissioners and Social Services Board Members should be eligible to participate in the St. Clair County Retirement System.

NOW, THEREFORE, BE IT RESOLVED, that St. Clair County Road Commissioners and Social Services Board Members shall be eligible to participate in the St. Clair County Retirement System as follows:

1. Road Commissioners and Social Services Board Members who were previously members and who maintained contributions in the St. Clair County Employees' Retirement System prior to January 1, 1993 shall be entitled to select one of the following options:

a. Historic Plan

- i. A final average compensation based on 2% a year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
- ii. Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.

b. Modified Plan

i. A final average compensation as follows:

<u>Years of Service</u>	<u>Annual Percentage</u>	<u>Application</u>
1-10	1.75%	Accumulative
11-19	2.00%	Accumulative
20-24	2.00%	Retroactive to first year
25+	2.40%	Retroactive to first year

ii. Maximum final average compensation at 69.6% at 29 years of service


iii. Eligible for health care upon attaining twenty (20) years of service.



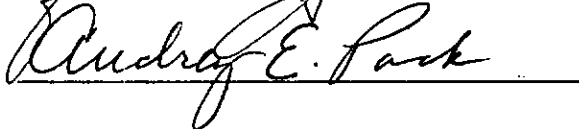
2. Road Commissioners and Social Services Board Members whose terms initially commence on or after January 1, 1993 or who did not maintain their contributions from prior membership in the St. Clair County Employees' Retirement System shall have no option but shall be subject to the modified plan provided in the preceding 1.b. i, ii, and iii.

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

DATED: December 2, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

RESOLUTION 92-51

REGARDING THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
RIGHTS AND RESPONSIBILITY RELATIVE TO THE ST. CLAIR
EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, the St. Clair County Commissioners are subject to participation in the St. Clair County Employees' Retirement System, and,

WHEREAS, the St. Clair County Board of Commissioners has authority and responsibility to establish terms, conditions and policy regarding the participation of St. Clair County Commissioners in the St. Clair County Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners has reviewed the St. Clair County Employees' Retirement System; and

WHEREAS, the St. Clair County Board of Commissioners determines that the St. Clair County Commissioners should be eligible to participate in the St. Clair County Retirement System, ~~on the same basis as employees who participate in the system.~~ *N.N.A.*

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Commissioners shall be eligible to participate in the St. Clair County Retirement System as follows:

1. Members of the Board of Commissioners who were previously members and who maintained contributions in the St. Clair County Employees' Retirement System prior to January 1, 1993, shall be entitled to select one of the following options:

a. Historic Plan

- i. A final average compensation based on 2% a year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
- ii. Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.

b. Modified Plan

i. A final average compensation as follows:

<u>Years of Service</u>	<u>Annual Percentage</u>	<u>Application</u>
1-10	1.75%	Accumulative
11-19	2.00%	Accumulative
20-24	2.00%	Retroactive to first year
25+	2.40%	Retroactive to first year

ii. Maximum final average compensation at 69.6% at 29 years of service.

iii. Eligible for health care upon attaining twenty (20) years of service.

2. Members of the Board of Commissioners whose terms initially commence on or after January 1, 1993, or who did not maintain their contributions from prior membership in the St. Clair County Employees' Retirement System, shall have no option but shall be subject to the modified plan provided in the preceding 1.b i, ii, and iii.

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

DATED: December 2, 1992

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Richard W. Penner
Joseph R. Jecisro
Andrew E. Pack

RESOLUTION 92-50

RE: DESIGNATION OF THE HUMAN DEVELOPMENT COMMISSION
AS THE REGIONAL SUBSTANCE ABUSE COORDINATING AGENCY

WHEREAS, in 1986 the Counties of Huron, Lapeer, Tuscola and St. Clair, were formed into the Thumb Region Substance Abuse Coordinating Agency and the Human Development Commission of Caro, Michigan was designated by the State of Michigan as the Regional Substance Abuse Coordinating Agency; and

WHEREAS, the responsibilities of the Regional Coordinating Agency are to:

- A. Develop comprehensive plans for substance abuse treatment and prevention services within the Region
- B. Review and comment upon applications for licenses by local substance abuse service providers
- C. Provide technical assistance for local substance abuse services providers
- D. Collect data and financial information from local substance abuse service providers
- E. Submit an annual budget request to the State for treatment and prevention services within the Region
- F. Make contracts necessary to the performance of the coordinating agency's functions
- G. Annually evaluate and assess substance abuse services within the Region, and

WHEREAS, the Human Development Commission is seeking redesignation as the Regional Substance Abuse Coordinating Agency for Fiscal Year 1992-93; and

WHEREAS, each fiscal year the member County Boards of Commissioners are required to acknowledge and by resolution approve the designated Coordinating Agency.

NOW, THEREFORE, BE IT RESOLVED: that the St. Clair County Board of Commissioners acknowledges and approves the designation of the Human Development Commission as the Regional Substance Abuse Coordinating Agency for the Fiscal Year October 1, 1992 through September 30, 1993 under condition:


1. That the Coordinating Agency's budget, as approved by the Advisory Council and the Human Development Commission's Board of Directors, designates up to \$200,000 of Federal/State funds for administrative costs and all other Federal/State funds to be distributed to each County and designated for direct prevention and treatment services within that County.

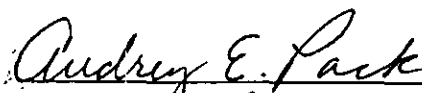

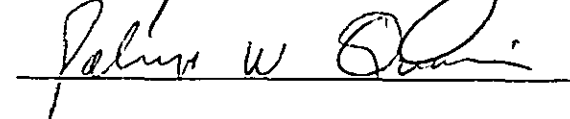
NOW, THEREFORE, BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners reserves the right to consider other alternatives to the designation of the Human Development Commission as the Regional Substance Abuse Coordinating Agency.

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to the other four (4) Member Counties of the Thumb Region Substance Abuse Coordinating Agency.

DATED: December 2, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, Mi 48060

RESOLUTION 92 - 49

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
AGREEMENT FOR THE ST. CLAIR COUNTY PROSECUTING ATTORNEY

WHEREAS, the Michigan Department of Social 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 304, Chapter III, Title 34, Code of Federal Regulations for the purpose of staffing sufficient personnel to assist in the collection of money for recipients of the A.D.C. 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 a part hereof, provided that no more than One Hundred Sixty Eight Thousand One Hundred Fifty-eight and no/100ths (\$168,158.00) Dollars shall be paid from combined County and State funds during the life of this agreement and provided further that Forty-one Thousand Two Hundred Twenty-six and no/100ths (\$41,226.00) Dollars of the above amount is the County's appropriation contributed to the Title IV-D Program.

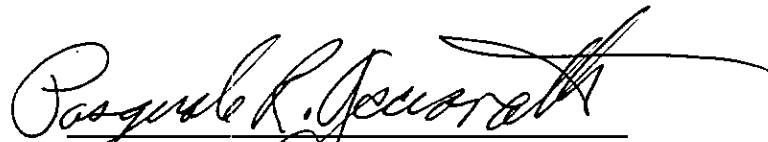
NOW, THEREFORE, BE IT RESOLVED THAT:

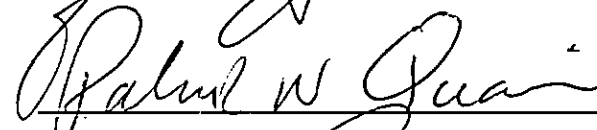
1. The St. Clair County Board of Commissioners do hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Department of Social Services.


2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of the 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 hereby are rescinded.

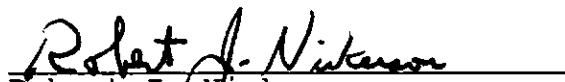
DATED: December 2, 1992.







Reviewed and approved:



Robert J. Nickerson
County Corporation Counsel
301 County Building
Port Huron, MI 40860

RESOLUTION 92-48

RE: APPROPRIATIONS OF
SENIOR CITIZENS MILLAGE FUNDS FOR 1993

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for Senior Citizens Services for a period of four years; and,

WHEREAS, the Commission on Aging, appointed by the Board of Commissioners, reviewed and recommended approval of certain appropriations.

NOW, THEREFORE BE IT RESOLVED:

1) That the appropriation of Senior Citizens Millage Funds for 1993 is as follows:


Catholic Social Services	\$ 39,838
Center for Human Resources	5,151
Council on Aging	973,289
D.A.R.E.S. - Pathway Shelter	3,593 *
Economic Opportunity Committee	153,926 **
Legal Assistance	89,749
Public Guardian	900
Public Health Department	35,689
Senior Advocates	561
Visiting Nurses Association	57,502
Commission on Aging	28,713
Area Agency on Aging 1-B	13,350
Tax Appeals	<u>10,000</u>
TOTAL:	<u>\$1,412,261</u>


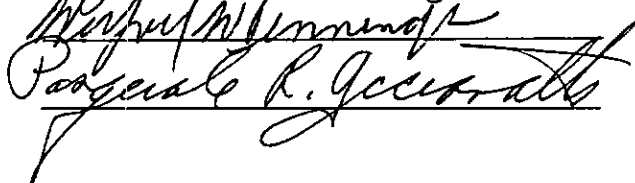
SPECIAL CONDITIONS:

- * D.A.R.E.S. - Pathway Shelter Home: "carry forward only the amount of their 1992 allocation remaining unspent at 12-31-92"
- ** Economic Opportunity Committee: "the execution of the 1993 contract with the Economic Opportunity Committee of St. Clair County, Inc. is contingent upon E.O.C. submitting a copy of its most recent agency-wide audit to the St. Clair County Administrator/Controller's Office prior to December 31, 1992 and upon submission of the audit the contract will be for the standard twelve (12) month period".

DATED: December 2, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-47

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
AGREEMENT FOR THE ST. CLAIR COUNTY FRIEND OF THE COURT

WHEREAS, the Michigan Department of Social 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 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 A.D.C. Program, and other service programs, as well as certain services rendered by the Friend of the Court's office.

WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made a part hereof, provided that no more than one million, three hundred thirty eight thousand, three hundred ninety one and no/100 dollars (\$1,338,391.00) shall be paid from combined County and State funds during the life of this agreement, provided further that three hundred twenty five thousand, seven hundred ninety five and no/100 dollars (\$325,795.00) 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 Friend of the Court for the County of St. Clair and the Michigan Department of Social Services.

2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.

3. A copy of said Agreement is attached hereto and made a part hereof.

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

DATED: December 2, 1992

Robert W. Quinn

Reviewed and Approved by:

Pasquale R. Geronzi
Audrey E. Pack

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 92-26

ADOPTING 1993 BUDGET
(General Appropriations Act)

WHEREAS, it is the duty of the St. Clair County Board of Commissioners during its annual October Session, to set the Budget for the County of St. Clair for the next year; and,

WHEREAS, the St. Clair County Board of Commissioners has determined the Budget for the County of St. Clair for the year 1993; and,

WHEREAS, M.S.A. 5.3228 (36) requires this Board to pass a "general appropriations act" setting forth amounts appropriated and estimated revenues, by source, in each fund for the ensuing fiscal year, all of which must be consistent with uniform charts of accounts as prescribed by the State Treasurer.

NOW, THEREFORE, BE IT RESOLVED:


1) That the Budget for the County of St. Clair for fiscal year 1993 is attached hereto, marked as Exhibit "A", and made a part hereof by reference.



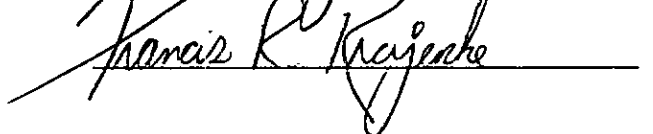
2) That said Budget conforms to the requirements of MSA 5.3228 (36) in every respect, setting forth amount appropriated, statements of estimated revenues, by source, in each fund, and is consistent with uniform charts of accounts prescribed by the State Treasurer.

3) That this Resolution constitutes a general appropriations act as required by law.

DATED: December 16, 1992

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

1993 GENERAL FUND
BUDGETED CHANGES IN AVAILABLE FUND BALANCE

Estimated Available Fund Balance - December 31, 1992	\$ 1,133,559
Add: 1993 Budgeted Revenue	29,870,133
Less: 1993 Budgeted Expenditures	<u>30,283,645</u>
Estimated Available Fund Balance - December 31, 1993	<u>\$ 720,047</u>

EXHIBIT "A"

1993 GENERAL FUND
REVENUE BUDGET COMPARISONS

	1991 Actual <u>Revenue</u>	1992 Estimated <u>Actual</u>	1993 <u>Budget</u>
Taxes	\$ 14,193,370	\$ 15,967,063	\$ 16,024,267
Licenses & Permits	231,420	163,099	199,510
State Grants	4,083,816	3,808,169	3,650,242
Service Charges	2,259,106	2,444,713	2,569,215
Fines & Forfeits	477,702	553,147	558,300
Interest & Rents	842,739	743,009	709,850
Other Revenue & Reimb.	1,279,549	2,024,906	1,861,883
Other Financing Sources	1,915,001	1,600,000	1,562,000
Cost Allocation	<u>2,290,937</u>	<u>2,548,520</u>	<u>2,734,866</u>
	<u>\$ 27,573,640</u>	<u>\$ 29,852,626</u>	<u>\$ 29,870,133</u>

1993 GENERAL FUND
EXPENDITURE BUDGET COMPARISONS

	1991 Actual <u>Expenditures</u>	1992 Estimated <u>Actual</u>	1993 <u>Budget</u>
Legislative	\$ 396,923	\$ 406,292	\$ 396,600
Judicial	6,491,074	7,147,639	7,455,114
General Government	5,937,181	6,109,517	6,352,515
Public Safety	6,759,946	7,304,099	7,443,616
Public Works	47,168	80,000	59,200
Health & Welfare	739,495	587,809	634,806
Recreation & Culture	6,814	97,481	74,370
Other Functions	398,202	403,431	464,699
Transfers Out (Appropriations)	<u>6,706,088</u>	<u>7,462,094</u>	<u>7,402,725</u>
	<u>\$27,482,891</u>	<u>\$29,593,362</u>	<u>\$30,283,645</u>

REVENUE BUDGET SUMMARY
1993 GENERAL FUND

Account Category

Judicial (130)

131	Circuit Court	113,500
136	District Court/Probation	1,803,700
141	Friend of Court	1,595,888
148	Probate Court-Adult	125,000
149	Probate Court-Juvenile	<u>124,500</u>
	Total Judicial:	<u>3,762,588</u>

General Government (170)

191	Elections	5,200
219	Clerk-Register	894,750
229	Prosecuting Attorney	320,000
253	Treasurer	23,626,375
275	Drain Commissioner	<u>60,500</u>
	Total General Government:	<u>24,906,825</u>

Public Safety (300)

301	Sheriff & Patrol	370,720
331	Marine Law Enforcement	95,000
351	Jail	357,000
426	Emergency Services	21,000
430	Animal Shelter	<u>189,000</u>
	Total Public Safety:	<u>1,032,720</u>

Health & Welfare (600)

685	Public Guardian	<u>62,000</u>
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Recreation & Culture (750)

751	Recreation/Parks	<u>6,000</u>
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Transfers In - Other

100,000

Total General Fund Revenues
And Transfers In:

29,870,133
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EXPENDITURE BUDGET SUMMARY
1993 GENERAL FUND

LEGISLATIVE (100)

101	Board of Commissioners	144,800
103	Legislative Activities	<u>251,800</u>
	Total Legislative:	<u>396,600</u>

Judicial (130)

131	Circuit Court	1,416,705
136	District Court	2,346,278
141	Friend of the Court	1,547,222
148	Probate Court-Adult	615,880
149	Probate Court-Juvenile	1,466,686
151	Probation-Adult	<u>62,343</u>
	Total Judicial:	<u>7,455,114</u>

General Government (170)

191	Elections	77,738
219	Clerk/Register	720,709
223	Administrator/Controller	476,330
225	Equalization	409,174
226	Personnel	172,243
229	Prosecuting Attorney	1,586,594
234	Stores-Central Supply	21,000
243	Lands & Graphics	173,318
248	Boundary Commission	300
249	Plat Board	300
253	Treasurer	370,085
257	Cooperative Extension	349,205
261	Building Authority	381,150
265	Buildings & Grounds	1,386,740
275	Drain Commissioner	222,729
291	Co. Agricultural Society	<u>4,900</u>
	Total General Government:	<u>6,352,515</u>

EXPENDITURE BUDGET SUMMARY
1993 GENERAL FUND

Public Safety (300)

301	Sheriff & Patrol	3,984,817
331	Marine Law Enforcement	197,125
351	Jail	2,936,999
426	Emergency Services	89,858
428	Livestock Claims	800
430	Animal Shelter	<u>234,017</u>
	Total Public Safety:	<u>7,443,616</u>

Public Works (440)

445	Drains - Public Benefit	<u>59,200</u>
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Health & Welfare (600)

648	Medical Examiner	80,943
651	Ambulance - E.M.S.	253,901
681	Veterans Burial	22,000
682	Veterans Counselor	100,781
685	Public Guardian	<u>177,181</u>
	Total Health & Welfare:	<u>634,806</u>

Recreation & Culture 750)

751	Recreation/Parks	<u>74,370</u>
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Other Functions (850)

865	Insurance	424,500
890	Contingencies	<u>40,199</u>
	Total Other Functions:	<u>464,699</u>

	Total General Fund Expenditures:	<u>22,880,920</u> =====
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EXPENDITURE BUDGET SUMMARY
1993 GENERAL FUND

Transfers Out Appropriations (966)

999.001	Law Library	12,500
999.003	County Road	701,578
999.005	Health Department	1,683,802
999.006	Mental Health	850,799
999.007	Child Care-Probate	1,761,140
999.008	Child Care-Welfare	302,700
999.009	Social Services	218,210
999.010	County Library	908,525
999.011	Airport	149,973
999.012	Public Improvement	32,500
999.013	Planning Department	361,491
999.014	Office Automation	32,500
	C.E.T.A. Settlement (Insurance Claims)	200,000
	Secondary Road Patrol	43,597
	Radio Communications	137,577
	Household Hazardous Waste	<u>5,833</u>
	Total Transfers Out:	<u>7,402,725</u>

Total General Fund Expenditures and
Transfers Out: 30,383,645
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Total General Fund Expenditures: 22,880,920
Total General Fund Transfers Out: 7,402,725

30,283,645
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