

RESOLUTIONS 1996

- 96-1 Amending Resolution 93-37 Supporting County Payment of Delinquent and "Dry-run" Ambulance Bills
- 96-2 Urging State of Michigan to Encourage Canadian Officials to Continue Administrative Support for St. Clair River BPAC
- 96-3 Adopting Collective Bargaining Agreement Between St. Clair County and Mental Health Employees -- AFSCME
- 96-4 Adopting Collective Bargaining Agreement Between St. Clair County and Mental Health Supervisors - AFSCME
- 96-5 Amending Resolution 92-70 Regarding the Elected and Appointed Officials and Non-Affiliated Employees of the County of St. Clair Relative to the Adding the 80-Rule to the St. Clair County Employees Retirement System
- 96-6 Approving Cooperative Reimbursement IV-D Program Agreement for the St. Clair County Friend of the Court.
- 96-7 Approving Cooperative Reimbursement IV-D Program Agreement for the St. Clair County Prosecuting Attorney
- 96-8 Approving Application to the Department of Natural Resources for Funds to Acquire 9.82 Miles of Abandoned CSX Railroad Right of Way From Wadhams to Avoca for Use as a Non-Motorized Recreational Trail
- 96-9 Adopting Collective Bargaining Agreement Between St. Clair County and Prosecuting Attorney Employees Association
- 96-10 Adopting Collective Bargaining Agreement Between St. Clair County and Sheriff Department Supervisors - AFSCME
- 96-12 Authorizing Conveyance of Right of Way for County Property on Griswold Road Between Michigan Road and BR -69 Port Huron Township
- 96-11 Approving the 1996 County Equalization Report
- 96-13 Placing Proposed Millage for Drug Task Force on Ballot
- 96-14 Placing Sunday Hunting Question on Ballot
- 96-15 Requesting Withholding of Land and Appointing Agent for Specific Performance
- 96-16 Opposing ICI Canada, Ltd. Application for Pond Water Discharge Into St. Clair River

RESOLUTION 1996

- 96-17 Adopting and Approving the Execution of the Grant Agreement by the St. Clair County Board of Commissioners of St. Clair County, Michigan, and the Department of Transportation, for the Purpose of Obtaining State Aid for the Development of the ST. Clair County International Airport, Under Contract No M77-03-C56
- 96-18 Payment Without Presentation Resolution
- 96-19 Adopting Collective Bargaining Agreement Between St. Clair County and Sheriff Department Employees - POAM
- 96-20 Regarding Civil Rights Within St. Clair County
- 96-21 Authorizing Planning Commission to Apply for Grants for Community Development and Improvement
- 96-22 Adopting and Approving the Execution of the Gant Agreement by the St. Clair County Board of Commissioners, or Port Huron Michigan, and the Department of Transportation for the Purpose of obtaining Federal Aid for the Development of the St. Clair County International Airport, Under Project No. C-26-0080-0696
- 96-23 Amending Resolution 95-5 Approving Cooperative Reimbursement IV-D Programa for the St. Clair County Friend of the Court
- 96-24 Approving Amendments to Building Authority Articles of Inc.
- 96-25 Approving Building Authority Contract Authorizing Notice of Intent and Declaring Intent to Reimburse for Expenditures
- 96-26 Pledging Support for the Proposed Bridge to Bay Trail
- 96-27 Opposing the Use of Block Grants to Fund Probate Court Juvenile Activities
- 96-28 Authorizing Issuance of Letter of Credit for Account of County of St. Clair
- 96-29 Mueller Brass Settlement Fund Distribution
- 96-30 Adopting Collective Bargaining Agreement Between St. Clair County and Public Service Emploeyss - AFSCME Local 1089
- 1 2 Adopting Collective Bargaining Agreement Between St. Clair County and Sheriff Department Corrections Supervisors - COAM
- 3 Adopting Collective Bargaining Agreement Between St. CLair County and Juvenile Detention Center Employees - Teamsters
- 4 Adoptiong Collective Bargaining Agreement Between St. Clair County and District Court Employees - AFSCME
- 4 Opposing State of Michigan HB 5830 and its substitutes Relating to Solid Waste Flow and Controls

RESOLUTION 1996

- 96-17 Adopting and Approving the Execution of the Grant Agreement by the St. Clair County Board of Commissioners of St. Clair County, Michigan, and the Department of Transportation, for the Purpose of Obtaining State Aid for the Development of the ST. Clair County International Airport, Under Contract No M77-03-C56
- 96-18 Payment Without Presentation Resolution
- 96-19 Adopting Collective Bargaining Agreement Between St. Clair County and Sheriff Department Employees - POAM
- 96-20 Regarding Civil Rights Within St. Clair County
- 96-21 Authorizing Planning Commission to Apply for Grants for Community Development and Improvement
- 96-22 Adopting and Approving the Execution of the Gant Agreement by the St. Clair County Board of Commissioners, or Port Huron Michigan, and the Department of Transportation for the Purpose of obtaining Federal Aid for the Development of the St. Clair County International Airport, Under Project No. C-26-0080-0696
- 96-23 Amending Resolution 95-5 Approving Cooperative Reimbursement IV-D Programa for the St. Clair County Friend of the Court
- 96-24 Approving Amendments to Building Authority Articles of Inc.
- 96-25 Approving Building Authority Contract Authorizing Notice of Intent and Declaring Intent to Reimburse for Expenditures
- 96-26 Pledging Support for the Proposed Bridge to Bay Trail
- 96-27 Opposing the Use of Block Grants to Fund Probate Court Juvenile Activities
- 96-28 Authorizing Issuance of Letter of Credit for Account of County of St. Clair
- 96-29 Mueller Brass Settlement Fund Distribution
- 96-30 Adopting Collective Bargaining Agreement Between St. Clair County and Public Service Emploeyss - AFSCME Local 1089
- 96-31 Adopting Collective Bargaining Agreement Between St. Clair County and Sheriff Department Corrections Supervisors - COAM
- 96-32 Adopting Collective Bargaining Agreement Between St. CLair County and Juvenile Detention Center Employees - Teamsters
- 96-33 Adoptiong Collective Bargaining Agreement Between St. Clair County and District Court Employees - AFSCME
- 96-34 Opposing State of Michigan HB 5830 and its substitutes Relating to Solid Waste Flow and Controls

- 96-35 Opposing State of Michigan Ballot Proposal D and Supporting Ballot Proposal G
- 96-36 Endorsing New Communication System Proposal on November 5, 1996 Ballot
- 96-37 Setting a Proposed County Operating Tax Rate
- 96-38 Waiving Interest Accrued on Taxes Collected by Local Units
- 96-39 Supporting Michigan Probate Judges Association Position to Continue Negotiations with F.I.A. Regarding Juvenile Delinquent Care
- 96-40 RElative to "Per Diems" for Boards and Commissions
- 96-41 Relative to Annual Drain Assessments
- 96-42 Apportioning Taxess for 1996
- 96-43 Establishing Salaries of Specific County Officers for 1997
- 96-44 Distributing the 1997 County Road Appropriation
- 96-45 Regarding Marine Enforcement Program
- 96-46 Establsihing Salaries of Specific Classifications Subject to the Wage Grade Plan for 1997
- 96-47 Establishing Compensation for St. Clair County Board of Commissioners
- 96-48 Establishing Compensation to be Paid to Members of St. Clair County Road Commission
- 96-49 Establishing Compensation to be Paid to Members of the Social Services Board
- 96-50 Approving Title IV-D Medical Support Enforcement Contract Agreement for Friend of the Court
- 96-51 Adopting 1997 Budget Tabled
- 96-52 Adotping the 1997 Budget PASSED
- 96-52 A ppropriation Drug Task Force Millage Funds for 1997
- 96-53 Appropriating County Paks and Recreation Millage Fundss for 1997
- 96-54 Appropriating County Library System Operating Millage Funds for 1997
- 96-55 Appropriating Senior citizens Millage Funds for 1997

- 96-56            Accepting on Behalf of the St. Clair County Library System  
The Clayton A. and Florence B. Lewis Memorial Book Fund  
Endowment Agreement
- 96-57            Approving Cooperative Reimbursement IV-D Program Agreement  
for the St. Clair County Friend of the Court
- 96-58            Adopting 1997 Special Revenue, Debt Service and Other  
Specific Funds Budgets and Amending the 1996 General Fund,  
Speciall Revenue and Debte Service Funds Budgets

RESOLUTION 96-58

ADOPTING 1997 SPECIAL REVENUE, DEBT SERVICE AND OTHER  
SPECIFIC FUNDS BUDGETS AND AMENDING THE 1996 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 1997 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 submits and recommends the adoption of certain other Specific Fund 1997 budget - 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 governmental 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 1996 budget revenues and expenditures totals should be amended as recommended in Attached Exhibit "C".

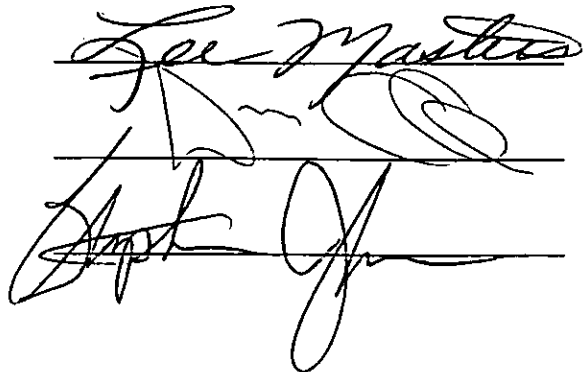
NOW, THEREFORE, BE IT RESOLVED, that the above recommended 1997 Special Revenue, Debt Service and other Specific Funds Budgets be adopted and 1996 General Fund, Special Revenue and Debt Service Funds be amended as recommended, in compliance with State of Michigan Public Act 621 of 1978, which amends P.A. 2 of 1968, entitled "The Uniform Budgeting and Accounting Act."

DATED: December 19, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



	Friend of Court-Med. Grant	Friend of Court Act 294	Health Department	Mental Health	Family Counseling	County Planning	Public Improv.	Resource Recovery	Community Corrections	Liquor Tax	Bar House
<b>Revenue</b>											
Taxes	-	-	-	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	216,590	-	16,000	-	-	-	-	-	-
Intergovernmental-Federal	-	-	387,188	1,567,721	-	-	-	-	-	-	-
-State	51,169	341,543	4,057,955	7,399,858	-	-	-	-	225,000	219,600	-
-Other	-	-	-	-	-	-	-	-	-	-	-
Charges for Services	-	19,214	729,883	17,991,716	-	106,400	-	110,000	-	-	240,675
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	35,000	-	1,350	-	-	-	-	-	-	-
Other Revenues	-	-	25,000	-	-	-	-	4,000	-	-	-
<b>Expenditures</b>											
Current	51,169	395,757	5,416,616	26,960,645	16,000	106,400	-	114,000	225,000	219,600	240,675
Judicial	-	-	-	-	-	-	-	-	-	-	-
General Government	50,069	370,015	-	-	-	-	-	-	-	-	-
Public Safety	-	-	-	-	-	486,110	10,000	39,000	200,000	-	-
Public Works	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	-	7,669,468	27,848,482	16,000	-	-	-	-	219,600	240,675
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	1,000	13,000	89,270	40,000	-	6,200	570,000	-	25,000	-	-
Other Financing Sources(Uses)	51,169	383,015	7,758,738	27,888,482	16,000	492,310	580,000	39,000	225,000	219,600	240,675
Operating Transfers In-	-	-	-	-	-	-	-	-	-	-	-
County Appropriation	-	-	2,242,123	927,837	-	341,715	40,000	-	-	-	-
Other	-	-	-	-	-	44,195	-	-	-	-	-
Operating Transf.Out	-	-	2,242,123	927,837	-	385,910	40,000	(75,000)	-	-	-
Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures & Other Uses	-	12,742	(99,999)	-	-	-	(540,000)	-	-	-	-
Estimated Fund Balance at Beginning of Year	-	803,044	1,847,152	2,803,680	69,677	65,990	746,749	76,132	15,224	119,413	-
Estimated Fund Balance at End of Year	\$ -	815,786	1,747,153	2,803,680	69,677	65,990	206,749	76,132	15,224	119,413	-

APR 1998

	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Patrol	Law Library	County Library	H.R. Hazard. Waste	Hazardous Materials Handling	Library Millage	Parks Millage
<b>Revenues</b>										
Taxes	1,652,452	1,000,722	-	-	-	-	-	-	1,760,174	1,769,760
License & Permits	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-	-	-	-	-
- State	34,100	20,609	-	140,094	-	131,000	-	20,000	36,323	40,000
- Other	-	-	-	-	-	9,700	-	-	-	-
Charges for Services	-	-	-	-	500	14,500	-	-	-	3,000
Fines & Forfeits	-	25,000	-	-	6,500	565,000	-	-	-	-
Interest & Rents	15,000	25,000	-	-	-	24,000	-	-	54,470	51,000
Other Revenues	-	100	10,000	-	500	2,450	-	-	-	-
<b>Expenditures</b>										
Current	1,701,552	1,071,431	10,000	140,094	7,500	746,650	-	20,000	1,850,967	1,863,760
Judicial	-	-	-	-	-	-	-	-	-	-
General Government	2,000	-	50,000	-	-	-	-	-	-	-
Public Safety	-	855,100	-	154,982	13,300	-	75,000	5,000	-	-
Public Works	-	-	-	-	-	-	-	-	-	-
Health & Welfare	1,697,432	-	-	-	-	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	1,652,018	-	-	909,443	893,011
Capital Outlay	28,000	25,000	-	-	700	93,092	-	15,000	961,226	1,084,736
<b>Other Financing Sources(Uses)</b>										
Operating Transfers In-										
County Appropriation	30,000	-	10,000	14,888	6,500	998,460	75,000	-	-	113,987
Other	-	-	-	-	-	-	75,000	-	-	-
Operating Transfers Out-Other	-	(166,110)	-	-	-	-	-	-	-	-
	30,000	(166,110)	10,000	14,888	6,500	998,460	75,000	-	-	113,987
<b>Excess of Budgeted Revenues and Other Sources Over(Under) Budgeted Expenditures and Other Uses</b>										
	-	4,120	25,221	(30,000)	-	-	-	-	(19,702)	-
<b>Reclaimed Fund Balance at Beginning of Year</b>	8,890	500,941	268,697	40,049	-	57,199	-	-	549,046	1,530,117
<b>Reclaimed Fund Balance at End of Year</b>	\$ 8,890	505,061	293,918	10,049	-	57,199	-	-	529,344	1,530,117



Special Revenue Funds - 1997 Budget

	274	275	Criminal	Social	Child	Soldiers	Veterans	County	280	273	279
	CDBC	H.U.D.	Justice	Services	Care	Rallies	Trust	Remun-	CDBC	CDBC	Housing
	Housing		Training			Relief		mentation	Housing	Housing	Assistance
Forfeited	-	-	-	-	-	-	-	-	-	-	-
Asset Sharing	-	-	-	770,000	30,000	-	-	-	-	-	-
	-	-	30,000	611,399	940,088	-	70,000	52,710	-	48,800	51,800
Charges for Services	-	-	-	-	8,000	-	-	-	-	-	-
Fines & Forfeits	10,000	-	-	-	-	-	-	-	-	-	-
Interest & Rents	5,000	-	-	-	-	-	-	-	-	-	-
Other Revenue	-	2,000	-	-	-	-	-	-	-	-	-
	-	67,695	-	10,000	26,000	-	-	-	-	-	-
Expenditures	15,000	332,600	69,695	30,000	1,391,399	1,004,088	70,000	52,710	-	48,800	51,800
Current	-	-	-	-	-	-	-	-	-	-	-
Judicial	-	-	-	-	-	-	-	-	-	-	-
General Government	5,000	-	-	-	-	-	-	52,710	-	-	-
Public Safety	-	-	30,000	-	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	342,600	25,500	1,607,399	2,700,493	1,200	70,000	-	3,247	68,800	51,800
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	10,000	-	-	-	-	-	-	-	-	-	-
	15,000	342,600	25,500	30,000	1,607,399	2,700,493	1,200	52,710	3,247	68,800	51,800

Other Financing Sources (Uses)

Operating Transfers In -	-	-	-	-	-	-	-	-	-	-	-
County Appropriation	-	10,000	-	216,000	2,509,405	1,200	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out-Other	-	-	(44,195)	-	(813,000)	-	-	-	-	-	-
	-	10,000	(44,195)	216,000	1,696,405	1,200	-	-	-	-	-

Excess of Budgeted Revenues and Other Sources Over (Under) Budgeted Expenditures & Other Uses

Estimated Fund Balance at Beginning of Year	15,760	-	237,159	-	219,892	662,190	1	3,662	-	3,247	20,434
Estimated Fund Balance at End of Year	\$ 15,760	-	237,159	-	219,892	662,190	1	3,662	-	3,247	20,434

Estimated Fund Balance at End of Year

Estimated Fund Balance at End of Year	\$ 15,760	-	237,159	-	219,892	662,190	1	3,662	-	3,247	20,434
---------------------------------------	-----------	---	---------	---	---------	---------	---	-------	---	-------	--------

ST. CLAIR COUNTY  
DEBT SERVICE FUNDS  
BUDGETS  
1997

EXHIBIT A

REVENUES	1980		1996		Drain
	Building HVAC Renovation	Building Authority	Building Authority	Building Authority	
Interest	0	100	1000	0	0
Miscellaneous	0	0	0	0	0
	0	100	1000	0	0

EXPENDITURES	1980		1996		Drain
	Building HVAC Renovation	Building Authority	Building Authority	Building Authority	
Debt Service - Principal	63000	300000	0	85000	
- Interest	25515	51963	622250	15000	
- Fees	100	1000	1000	0	
	88615	352963	623250	100000	

OTHER FINANCING SOURCES	1980	1996	Drain	
Operating Transfer In - Other	89000	353000	571750	100000

Excess of budgeted revenues and other sources over (under) budgeted expenditures

	385	137	-50500	0
--	-----	-----	--------	---

Estimated Fund Balance at Beginning of Year

	8516	3668	50500	0
--	------	------	-------	---

Estimated Fund Balance at End of Year

	8901	4005	0	0
--	------	------	---	---

DATA PROCESSING  
1997 ANNUAL BUDGET

Exhibit "B"

REVENUE

224,149

EXPENDITURES

	<u>Personal Services</u>		
703	Salaries & Wages, Superv.	46,258	
704	Salaries & Wages, Perm.	35,000	
709	Longevity	2,400	
715	Employer's Soc. Sec.	6,399	
716	Hospital Insurance	11,200	
717	Employees' Life Ins.	240	
718	Retirement Contrib.	10,876	
719	Dental Insurance	1,200	
721	Disability Insurance	8	
722	Unemployment Ins.	8	
723	Workers' Compensation	2,091	
726	<u>Supplies</u>		
727	Office Supplies	15,000	
728	Books	500	
800	<u>Other Services &amp; Charges</u>		
801	Professional & Contractual	70,000	
850	Communications	3,000	
860	Travel-Mileage	250	
861	Travel-Other	1,500	
930	Repairs & Service	55,000	
958	Education & Training	1,500	
970	<u>Capital Outlay</u>		
980	Equipment	15,000	
		<u>15,000</u>	
			131,250
			<u>15,000</u>
			277,430
			=====

1997 SANITARY LANDFILL BUDGET  
 FUND 517-526

Exhibit "B"

REVENUE	607	Landfill Fees	2,800,000
	460	Landfill Permits	5,000
	691	Miscellaneous	1,000
			<u>2,806,000</u>
			=====

EXPENDITURES  
 517-526  
 SANITARY LANDFILL

701	Personal Services	50,000	
703	Salaries & Wages, Supv.	36,400	
704	Salaries & Wages, Perm.	15,000	
705	Salaries & Wages, Temp.	8,500	
706	Salaries & Wages, Overtime	500	
715	Employer's Soc. Sec.	8,446	
716	Hospital Insurance	8,100	
717	Employee's Life Ins.	250	
718	Retirement Contribution	14,350	
719	Dental Insurance	1,200	
721	Disability Insurance	12	
722	Unemployment Ins.	12	
723	Worker's Comp.	2,760	145,530
		<u>2,760</u>	
726	Supplies		
727	Office Supplies	4,000	4,000
		<u>4,000</u>	
800	Other Services & Charges		
820	Water Samplings	220,000	
821	Engineering Services	300,000	
822	Landfill Operator	344,000	
823	Other Prof. & Contractual	200,000	
824	Tipping Fees-Kimball Twp.	50,000	
850	Communications	2,000	
860	Travel-Mileage	2,000	
861	Travel-Other	3,500	
900	Printing & Binding	2,000	
920	Utilities	5,000	
953	Cost Allocation	19,832	
954	Refunds and Rebates	2,000	
955	Miscellaneous	150,000	1,300
		<u>150,000</u>	
970	Capital Outlay		
974	Land Improvements	2,000,000	
980	Office Equipment	15,000	
		<u>15,000</u>	

Total Expenditures:

2,015,000  
 3,460

332

EXHIBIT C

SUMMARY  
RECOMMENDED GENERAL FUND  
1996 BUDGET ADJUSTMENTS

1996 Unadjusted Expenditure Budget  
Add: Net Expenditure Adjustments  
1996 Adjusted Expenditure Budget

\$ 34,207,045  
953,885  
35,160,930

1996 Unadjusted Revenue Budget  
Add: Net Revenue Adjustment  
1996 Adjusted Revenue Budget

\$ 34,207,045  
961,500  
35,168,545

RECOMMENDED GENERAL FUND  
1996 BUDGET ADJUSTMENTS

REVENUE BUDGET INCREASES

\$	170,000	Judicial
	20,000	District Court
		Friend of Court
		General Government
	6,000	Elections
	146,000	Clerk/Register
	1,500	Cooperative Extension
	610,000	County Treasurer
		Public Safety
	7,500	Marine Law Enforcement
	47,000	Jail
<u>\$</u>	<u>1,008,000</u>	

REVENUE BUDGET DECREASES

\$	20,000	Judicial
		Circuit Court
		General Government
	10,000	Prosecuting Attorney
		Public Safety
	16,500	Sheriff
<u>\$</u>	<u>46,500</u>	

EXHIBIT C

RECOMMENDED GENERAL FUND  
1996 BUDGET ADJUSTMENTS

EXPENDITURE BUDGET INCREASES

	Judicial	
147,000	Circuit Court	\$
52,000	District Court	
	<u>General Government</u>	
2,000	Elections	
42,600	Personnel	
35,000	Stores - Central Supply	
58,000	Prosecuting Attorney	
2,000	Cooperative Extension	
3,400	Drain Commissioner	
4,000	Motor Pool	
	<u>Public Safety</u>	
583,000	Sheriff	
19,000	Maine Law Enforcement	
324,500	Jail	
21,500	Emergency Services	
	<u>Health &amp; Welfare</u>	
13,700	Medical Examiner	
	<u>Other Functions</u>	
80,000	Insurance	
	<u>Appropriations</u>	
5127	Secondary Road Patrol	
4125	Barr House	
5615	Criminal Justice Training	
2690	Remuneration	
		\$
<u>1,405,257</u>		





Special Revenue Funds - 1996 Budgets  
As Amended

Revenue	Office Automation	Senior Citizens Millage	Drug Task Force	Insurance Claims	Second. Road Patrol	Law Library	County Library	Forfeited Asset Sharing	Parks & Recra. Millage	E.M.S. Computer Grant	County Reimbursement	Library Millage
Taxes	-	\$1,591,009	\$963,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,723,950	\$ -	\$ -	\$1,694,728
License & Permits	-	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-	-	-	-	-	-	-
- State	-	14,100	20,609	-	144,981	-	130,122	-	96,000	18,000	52,937	36,323
- Other	-	-	-	-	-	-	15,600	-	-	-	-	-
Charges for Services	-	-	-	-	-	1,000	95,600	30,000	3,700	-	-	-
Fines & Penalties	-	-	25,000	-	-	6,500	548,000	1,000	-	-	-	-
Interest & Rents	-	-	15,000	25,000	-	-	20,500	-	96,000	-	-	34,700
Other Revenues	-	-	100	10,000	-	8,000	1,700	-	1,008	-	-	-
Expenditures	-	1,640,109	1,034,297	10,000	144,981	15,500	811,522	31,000	1,920,658	18,000	52,937	1,765,751
Judicial	-	-	-	-	-	-	-	-	-	-	-	-
General Government	2,000	-	-	50,000	-	-	-	5,000	-	-	52,937	-
Public Safety	-	-	885,048	-	188,790	22,000	-	-	-	18,000	-	-
Public Works	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	-	1,649,528	-	-	-	-	-	-	-	-	-	-
Recreation & Culture	28,000	-	30,000	-	7,000	-	1,712,434	-	800,000	-	-	720,515
Capital Outlay	30,000	1,649,528	915,048	50,000	195,790	22,000	1,817,634	15,000	1,000,000	18,000	52,937	1,767,751
Other Financing Sources (Uses)												
Operating Transfers In - County Appropriation	30,000	-	-	30,000	55,936	6,900	970,000	-	111,207	-	2,690	-
Other	-	-	-	-	-	-	-	-	68,000	-	-	-
Operating Transfers Out-Other	30,000	-	(162,059)	(68,000)	-	-	(20,000)	-	-	-	-	-
Change of Budgeted Revenues and Other	-	(9,419)	(42,810)	(78,000)	5,127	-	(56,112)	11,000	299,865	-	2,690	(2,000)
Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance/(Deficit) at Beginning of Year	8,890	510,360	311,507	118,049	(5,127)	-	113,311	5,760	1,230,252	-	(2,690)	551,046
Estimated Fund Balance at End of Year	\$ 8,890	\$500,941	\$268,697	\$ 40,049	\$ -	\$ -	\$ 57,199	\$ 15,760	\$1,530,117	\$ -	\$ -	\$549,046

Special Revenue Funds - 1996 Budgets  
As Amended

	Bar	House	Criminal Justice Training	Social Services	Child Care	Soldiers Relief	Veterans Trust	Drug Screening Grant	Community Corrections	279 Housing Assistance	280 Housing Rehab.	Bar. Material Handling
<b>Revenues</b>												
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
License & Permits	-	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	700,000	20,280	-	-	20,000	-	-	-	-
- State	-	-	30,000	611,399	989,164	-	33,000	-	150,000	95,000	-	-
- Other	-	-	-	-	-	-	-	-	-	-	-	-
Charges for Services	233,948	-	-	-	13,258	-	-	-	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-	-	-	-
Interest & Rents	-	9,000	-	-	-	-	-	-	-	-	-	-
Other Revenues	-	66,000	-	10,000	25,677	-	-	-	-	-	-	7,058
<b>Expenditures</b>	233,948	75,000	30,000	1,321,399	1,056,379	-	33,000	20,000	150,000	95,000	-	7,058
Current	-	-	-	-	-	-	-	-	-	-	-	-
Judicial	-	-	-	-	-	-	-	-	-	-	-	-
General Government	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	-	-	30,000	-	-	-	-	-	150,000	-	-	6,596
Public Works	-	-	-	-	-	-	-	-	-	-	-	-
Health & Welfare	216,948	71,000	-	1,529,949	3,353,265	1,000	33,000	20,000	-	95,000	-	-
Recreation & Culture	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	17,000	4,000	-	-	53,000	-	-	-	-	-	-	4,000
<b>Other Financing Sources (Uses)</b>	233,948	75,000	30,000	1,529,949	3,408,265	1,000	33,000	20,000	150,000	95,000	-	10,596
Operating Transfers In -	-	-	-	-	-	-	-	-	-	-	-	-
County Appropriation	4,125	-	5,615	208,550	2,351,886	1,000	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out - Other	4,125	(25,705)	5,615	208,550	2,351,886	1,000	-	-	-	-	-	-
<b>Change of Budgeted Revenues and Other</b>												
Expenditures & Other Uses	4,125	(25,705)	5,615	208,550	2,351,886	1,000	-	-	-	-	-	(3,538)
<b>Fund Balance at</b>												
Beginning of Year	(4,125)	262,864	(5,615)	239,892	662,190	1	3,662	-	15,224	-	3,247	3,538
<b>Estimated Fund Balance at</b>												
End of Year	\$ -	\$ 237,159	\$ -	\$ 239,892	\$ 662,190	\$ 1	\$ 3,662	\$ -	\$ 15,224	\$ -	\$ 3,247	\$ -



RESOLUTION 96-57

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM  
AGREEMENT FOR THE ST. CLAIR COUNTY FRIEND OF THE  
COURT

WHEREAS, the Michigan Department of Social Services proposed 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 Seven Hundred Seventy Three Thousand Four Hundred Seventy Nine and no/100 dollars (\$1,773,479.00) shall be paid from combined County and State funds during the life of this agreement, provided further that Four Hundred Seventy Three Thousand, Seven Hundred Twenty Five and no/100 dollars (\$473,725.00) of the above amount is the County's appropriation contributed to Title IV-D Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

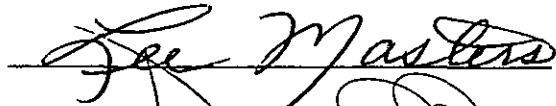
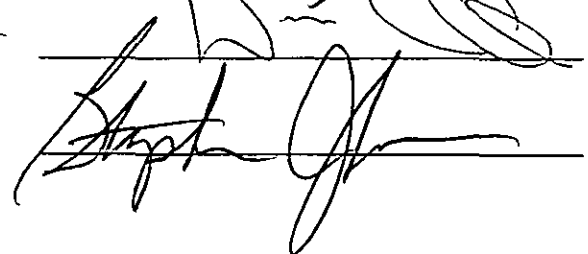
1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program Agreement between the Friend of the Court for the County of St. Clair and the Michigan Department of Social Services.
2. The Chairperson of this Board is hereby authorized to execute 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 19, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

Contract No:	CS/FOC-97-74001
Contract Amount:	\$1,773,479.00
Index Code:	93100
Prog Cost Acct (PCA):	81135
Agency Object Code:	6155
Commodity Code:	961-91
Federal I.D.:	38-6006420
Mail Code:	021
Method of Payment:	Actual Cost

AGREEMENT  
between  
FAMILY INDEPENDENCE AGENCY  
and  
THE COUNTY OF ST. CLAIR

This Agreement, effective the first day of January, 1997, and ending the 31st day of December, 1997, is by and between the Family Independence Agency, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Agency"), the County of St. Clair, a public organization, having a mailing address of 201 McMorrان Blvd., Port Huron, Michigan 48060 (hereinafter referred to as the "Contractor"), and the Chief Circuit Judge for the Court, (hereinafter referred to as the "Court").

WHEREAS, the Agency is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the Agency has the authority to enter into a Cooperative Agreement under and in accordance with policies established by the Agency, as well as under and in accordance with Title IV-D of the Social Security Act as amended and the provisions of part 302.34 and 304, Chapter III, Title 45, Code of Federal Regulations; and

WHEREAS, the Agency is desirous of purchasing services, and the Contractor and Court desire to provide services in accordance with the terms and conditions of this Agreement; and,

WHEREAS, the Chairperson, County Board of Commissioners has lawful authority to bind the Contractor and both the County and Court agree to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

I. GENERAL PROVISIONS

A. Agency's Source of Funds-Termination

The Agency's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being Federal and State funds. No commitment is made by the Agency to continue or expand such activities. The Agency may terminate this Agreement immediately upon written notice to the Contractor and Court at any time prior to the completion of this Agreement if, in the opinion of the Agency Director, funding becomes unavailable for this service or such funds are restricted.

B. Fees and Other Sources of Funding

The Contractor and Court guarantee that any claims made to the Agency under this Agreement shall not be financed by any source, including client fees, other than the Agency under the terms of this Agreement. If funding is received through any other source, the Contractor and Court agree to delete from Contractor and Court billings, or to immediately refund to the Agency, the total amount representing such duplication of funding.

C. Review and Monitoring Reports

The Contractor and Court shall comply with all program and fiscal review reporting procedures at time intervals and on specified forms as established by the Agency on the beginning date of this Agreement. Any additional reports which the Agency proposes to be completed by the Contractor or Court shall be completed pursuant to agreement by the parties to this Agreement.

D. Examination and Maintenance of Records

The Contractor and Court shall permit the Agency or any of its identified agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Contractor and Court shall retain all books, records or other documents relevant to this Agreement for five (5) years after final payment, at their cost, and Federal auditors and any persons duly authorized by the Agency shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is completed. The Agency shall provide findings and recommendations of audits to the Contractor and Court. The Agency shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Contractor in the period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall immediately refund all amounts which may be due the Agency.

E. Insurance Coverages

The Contractor and Court shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the Contractor or Court's operations under the terms of the Agreement. Unemployment compensation coverage, and worker's compensation insurance shall be maintained in accordance with applicable federal and state law and regulations.

F. Compliance with Civil Rights, Other Laws

The Contractor and Court shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 453, Section 209. The Contractor and Court shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A., 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employees or client or otherwise qualified handicapped individual shall, solely by reason of handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Contractor and Court shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. Further, the Contractor and Court shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement.

G. Royalties and Copyright

The Agency reserves a royalty-free nonexclusive license to use and authorize others to use all written or visual material or other work products developed in connection with this Agreement, including all copyrightable or copyrighted materials.

H. Confidentiality

The use or disclosure of information concerning clients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and as required by federal regulations and state statute.

I. Property Title

Title to all Non-Child Support Enforcement System (CSES) property, real or personal, furnished by the Agency for use by the Contractor and Court in the performance of this Agreement shall remain in the Agency. Upon expiration of this Agreement or any extension thereof, the Contractor and Court agree to return said property to the Agency or pay the then current fair market value thereof to the Agency. However, in the event that any such property is only partially funded by the Agency, the Contractor or Court shall return said property to the Agency or pay the Agency that portion of the current fair market value of such item which is in the same percentage as the Agency's contribution to the original purchase price. Where property in which the Agency has an interest is traded for other property, the Contractor and Court shall maintain continuing records to account for the Agency's financial interest in such subsequent acquisitions.

J. Subcontracts

The Contractor or Court shall not assign this Agreement or enter into subcontracts which will be paid in whole or part using money received through this Agreement without obtaining prior written approval of the Agency. The Agency, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Agreement. The Contractor and Court shall be responsible for the performance of all assignees or subcontractors, and shall insure the subcontracted agents comply with all provisions of this Agreement.

K. Continuation

In the event that the Contractor and Court have submitted to the Agency an application for a Cooperative Reimbursement Agreement and, because of circumstances beyond the control of either the Contractor, Court, or the Agency, the Agreement cannot be concluded to take effect at the start of the new Agreement period, the delaying party shall immediately confirm in writing said circumstances and the anticipated date that the Agreement can be concluded. The Agreement in existence shall, with the approval of all parties, be extended for a period not to exceed sixty (60) calendar days from the original concluding date of the existent Agreement. Should any party not choose to extend the existent Agreement, that party shall immediately notify the others in writing.



L. Cancellation of Agreement

The Agency reserves the right to cancel this Agreement by giving sixty (60) calendar days written notice to the Contractor and Court. The Contractor or Court may terminate this Agreement upon sixty (60) calendar days written notice to the Agency at any time prior to the completion of the Agreement period.

M. Closeout/Extension

When this Agreement is concluded or terminated, the Contractor and Court shall provide the Agency, within sixty (60) calendar days after conclusion or termination, with all financial, performance and other reports required as a condition of the Agreement, unless written extension is granted by the Agency for extenuating circumstances.

The Agency shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to the Agency any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

N. Continuing Responsibilities

Termination, conclusion, or cancellation of this Agreement shall not be construed so as to terminate the ongoing responsibilities or rights of the parties as provided in Section I, Paragraphs D and M.

O. Dispute Resolution

1. Local Resolution

All parties agree to make a good faith attempt to resolve disputes. Resolution of any dispute shall first be attempted at the local level by County Contractor, Prosecuting Attorney, Friend of the Court (FOC) and the Agency's Office of Child Support (OCS) District Managers, as appropriate.

2. Second Stage Resolution

If it appears a dispute cannot be resolved at the local level, the aggrieved party shall notify the other parties and the Director of the Office of Child Support, in writing, regarding the nature of the dispute and the efforts made to resolve the dispute. Within sixty (60) calendar days of this notification, the parties and the OCS Director or designees shall meet to attempt resolution of the dispute.

3. Formal Notice of Intent

The Contractor and Court shall notify the Agency in writing of their intent to pursue a claim against the Agency for breach of any terms of this Agreement. No suit may be commenced by the Contractor or Court for breach of this Agreement prior to the expiration of ninety (90) calendar days from the date of such notification. Within this ninety (90) day period, the Contractor and Court, at the request of the Agency, must meet with the Director of the Agency or designee for the purpose of attempting resolution of the dispute. Formal Notice of Intent action shall not be commenced until resolution has been initiated as described in 1 and 2 above. However, these paragraphs do not restrict the right to invoke and cancel under Section I, Paragraph L.

4. Continuation of Services and Payment

Prior to commencement and during the pendency of a dispute or a suit for breach of this Agreement, services shall continue to be provided as set forth in this Agreement and payment for such services by the Agency shall continue without interruption, except as provided in Section III, Paragraph B of this Agreement.

P. Amendment

This Agreement may be amended, at the request of any party, only by the written consent of all the parties hereto. If the Contractor or Court refuses to sign an amendment, the Agency may terminate this Agreement at the end of sixty (60) calendar days from the date of request to amend. The Contractor and Court shall suffer no liability to the Agency for refusing to agree to said amendment, and said refusal shall not constitute a breach of this Agreement.

Q. Termination - Unfair Labor Practice

The Agency may void this contract upon fifteen (15) calendar days notice if the name of the Contractor or Court, or the name of a subcontractor, manufacturer, or supplier of the Contractor or Court, subsequently appears in the register compiled pursuant to Section 2 of Act 278, P.A. 1980. This Act prohibits the State from entering into contracts with certain employers who engage in unfair labor practices; to prohibit those employers from entering into certain contracts with others; to provide for the compilation and distribution of a register of those employers; and to provide for the voiding of certain contracts.

R. Audit Requirements in Accordance with Circular A-128

This contract is funded in part through the federal Child Support Enforcement Program. The Agency has determined the services provided through this Agreement constitute a subrecipient relationship according to the guidelines established in Federal Office of Management and Budget Circular A-128. The Agency shall send a letter to the Contractor each year including the Catalog of Federal Domestic Assistance number and the percentage of Federal Financial Participation.

Contractors who receive a total of \$300,000.00 or more in federal funds from one or more funding sources as subrecipients are required to comply with the provisions of Federal Office of Management and Budget Circular A-128. Copies of audits performed for Contractor's compliance with Circular A-128 requirements shall be submitted to the Agency within thirty (30) calendar days of receipt by the Contractor. In addition, the Contractor shall, as required in the Circular, submit a copy of the audit to the federal central clearing house identified by the Federal Office of Management and Budget.

Two (2) copies of the Contractor's annual compliance audit shall be submitted to:

Michigan Agency of Social Service  
Office of Internal Audit  
P.O. Box 30037  
Lansing, MI 48909

S. Agreement Inclusiveness

This Agreement with the previously mutually approved Application incorporated by reference and made a part hereof, is intended by the parties as the complete and final expression of their agreement with respect to the terms included herein, and may not be contradicted by evidence of any prior contemporaneous agreement, oral or otherwise.

II. CONTRACTOR AND COURT DUTIES AND RESPONSIBILITIES

The Contractor through the Friend of the Court shall enforce all orders of support over which it has jurisdiction and seek modifications of orders in accordance with federal regulations, state statute and court rules. For enforcing child support orders in IV-D cases and as a subrecipient of Federal Financial Assistance, the Contractor and the Friend of the Court shall comply with the requirements of Title IV-D of the Social Security Act, implementing applicable federal regulations and requirements; using the Manual for Friend of the Court (MFOC), Section 4000 and Friend of the Court Letters in effect on the beginning date of this Agreement.

A. Services

The Friend of the Court shall:

1. Make IV-D services available to all eligible persons
2. Maintain records and provide collection services
3. Enforce support obligations using all appropriate procedures:
  - a. Wage or Income Withholding
  - b. State Tax Offset
  - c. Federal Tax Offset
  - d. Withholding of Unemployment Compensation Benefits
  - e. Imposition of Liens
  - f. Posting Security, Bond or Guarantee for overdue support
  - g. Information to Consumer Reporting Agency
  - h. Review and Modify Support Orders
  - i. Use Guidelines for Setting Support Amounts
  - j. Spousal Support Enforcement when there is an applicable order
  - k. Medical Support
4. Initiate locating action when necessary
5. Cooperate with other states for enforcement of child support orders
6. Maintain administrative processes
  - a) Fiscal Policies and Accountability
  - b) Bonding of Employees
  - c) Separation of Cash Handling and Accounting Functions
  - d) Safeguarding of Information
7. Provide or ensure Visitation and Custody services according to the "Friend of the Court Act" (MCLA 552.501-552.535).

B. Reports

The Contractor and Court shall prepare, complete and submit the following reports in the cycles indicated, to the units named:

1. **Form:** DSS/FIA-286 - Title IV-D Cooperative Reimbursement Expenditure Report, including appropriate time documentation.  
**Cycle:** Due by the fifteenth (15) working day after month of service  
**To:** Family Independence Agency  
Office of Child Support - Regional Contract Manager
2. **Form:** DSS/FIA-284 - Friend of the Court Title IV-D Quarterly Report  
**Cycle:** Due by the tenth (10) working day after the Quarter's end  
**To:** Office of Child Support - Lansing
3. **Form:** DSS/FIA-820 - Support Collection Refund/Reimbursement Request  
**Cycle:** As needed in accordance with MFOC Section 4000, Chapter 650  
**To:** Agency Payment Document Control, Lansing
4. **Form:** DSS/FIA-284A - Friend of the Court Title IV-D Annual Report  
**Cycle:** Due by October 25th  
**To:** Family Independence Agency  
Office of Child Support - Lansing
5. **Form:** DSS/FIA-29 - Financial Deposit Report (Accompanied by bank deposit slips and listing of individual items for any ADC-F, State ward charge back as required by MFOC Section 4000, Chapters 620 and 630)  
**Cycle:** Varies with FOC from daily to weekly  
**To:** Agency cashier - Lansing
6. **Form:** Reports of ADC collections by approved electronic format  
**Cycle:** By the 8th, 15th, 23rd and last day of the month and five (5) working days after the end of the collection month  
**To:** CSES - Lansing
7. **Form:** DSS/FIA-316 or collection report requesting correction of distributed support collections  
**Cycle:** No regular cycle: process as received  
**To:** Office of Child Support - Lansing
8. **Form:** DSS/FIA-4518 Report of Client Received Support  
**Cycle:** As needed in accordance with MFOC Section 4000, Chapter 615  
**To:** Local OCS Support Specialist

C. Client Grievance System

Each Court shall have a written office grievance system which provides the opportunity to seek relief for those who believe they have not received services required by the IV-D program, or believe the services they have received are not in accordance with IV-D regulations. Information about the grievance system shall be provided to clients or the Agency upon request.

D. Statewide Automated System

The Contractor and Court agree to cooperate in meeting the federal requirement of a statewide automated system.

E. Applicable Costs

The Contractor and Court, as subrecipients of Federal Financial Assistance, agree to abide by applicable provisions of the Cost Principals for State and Local Governments issued in the Federal Office of Management and Budget Circular No. A-87. This circular provides cost principles to be used in determining the availability of Federal Financial Assistance for Child Support Enforcement activities under Title IV-D of the Social Security Act. If any staff funded in part or whole by IV-D funds do not work full time on IV-D matters, detailed time-records for such employees are required to document the amount of time spent on reimbursable activities.

F. Billing Method

The Actual Cost Reimbursement Method shall be used to claim reimbursement under this Agreement. The Cooperative Reimbursement Budget is attached hereto and made a part of this Agreement. The Budget and Application detail the amount and object of expenditures for which the Contractor and Court shall use funds paid under this Agreement. The Contractor and Court shall follow and adhere to the Budget. Only costs actually expended may be billed. The Contractor and court must obtain written approval from the Agency to increase or decrease line items in the budget. The Contractor and Court's request for the Agency's approval must contain sufficient information to allow the Agency to identify which budget line items are to be increased, which line items are to be decreased, the reason for change, the programmatic impact of the budget changes and must stay within the originally approved budget total. The person authorized to approve budget revisions is the Director of the Office of Child Support. Actual costs may include the cost of fringe benefits provided for the Contractor and Court employees funded by this Agreement, in the same proportion as those employees are engaged in IV-D reimbursable activities. Further, those fringe benefits shall be no greater than fringe benefits

provided to similar non-IV-D employees. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical, dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

G. Billing Procedure

The Contractor and Court shall complete a monthly "Title IV-D Cooperative Reimbursement Expenditure Report," (Form DSS/FIA-286) detailing program-related expenditures. To request funding for Visitation and Custody, complete the column including number and costs of positions performing these services. The FIA-286 shall indicate actual expenditures by category of expense in the performance of this Agreement for the period being billed. The DSS/FIA-286 shall be submitted within fifteen (15) working days from the end of the monthly billing period to:

Family Independence Agency  
Office of Child Support  
Regional Contract Manager

H. Bonding of Employees

The Contractor and Court agree to assure that every person who, as a regular part of his or her employment, receives, disburses, handles, or has access to support collections shall be covered by a bond or insurance, or be self-insured with the approval of the Agency, in an amount sufficient to protect against loss resulting from employee dishonesty.

III. AGENCY DUTIES AND RESPONSIBILITIES

A. Program Administration

The Agency, as a recipient of Federal Financial Assistance, shall administer the Title IV-D program in Michigan, and shall maintain the approved Title IV-D State Plan consistent with federal requirements. The Agency will distribute program regulations, forms and instructions to the Contractor and Court through the Manual for Friend of the Court, Section 4000 and Friend of the Court Letter Series.

B. Payment

The Agency shall complete its processing of payments to the Contractor within thirty (30) calendar days after receipt of the Contractor's monthly DSS/FIA-286, "Title IV-D Cooperative Reimbursement Expenditure Report," detailing program related expenditures. Further, the Agency shall make

payment as allowed by the federal waiver dated October 5, 1994, effective January 1, 1995, for Visitation and Custody activity detailed on the DSS/FIA 286. Payment shall be made in accordance with the budget attached to and part of this Agreement. For DSS/FIA-286's submitted after the due date the Agency reserves the right to delay processing and payment to the next available cycle.

The Agency reserves the right to defer or disallow payment of any claim submitted by the Contractor and Court for failure to document and provide records, statistics, and reports to the Agency as required by this Agreement or as are required by applicable state statutes and federal regulations.

C. Program Compliance Monitoring and Evaluation

The Agency shall monitor and evaluate Court performance for compliance with Federal Title IV-D Program regulations and the terms of this Agreement. Performance compliance will be measured against federal program audit standards established to ensure that program services are administered effectively and efficiently. The Agency shall request corrective action when a program compliance evaluation indicates areas of substantial noncompliance with the terms of this Agreement on the part of the Court.

D. Maximum Amount of Agreement

The maximum amount of this agreement as appropriated by the Contractor is one million seven hundred seventy three thousand four hundred seventy nine dollars and 00/100 (\$1,773,479.00). The maximum amount of costs to be reimbursed by the Agency shall be the State share of actual expenditures during the life of this agreement up to the maximum of the Title IV-D program net budget, a copy of which is attached hereto and made a part hereof.



IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at \_\_\_\_\_, Michigan CHIEF CIRCUIT JUDGE  
\_\_\_\_\_ (Court)

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ By: \_\_\_\_\_

Witness: \_\_\_\_\_

Dated at \_\_\_\_\_, Michigan THE COUNTY OF ST. CLAIR  
\_\_\_\_\_ (Contractor)

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ By: \_\_\_\_\_  
Chairperson  
County Board of Commissioners

Witness: \_\_\_\_\_

Dated at \_\_\_\_\_, Michigan FAMILY INDEPENDENCE AGENCY  
\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ By: \_\_\_\_\_  
Director

Witness: \_\_\_\_\_

RESOLUTION 96-56

ACCEPTING ON BEHALF OF THE ST. CLAIR COUNTY LIBRARY SYSTEM  
THE CLAYTON A. AND FLORENCE B. LEWIS MEMORIAL BOOK FUND  
ENDOWMENT AGREEMENT

WHEREAS, the Clayton A. and Florence B. Lewis Memorial Fund has been established for the purpose of expanding specified collections within the St. Clair County Library; and

WHEREAS, these funds have been administered by the Blue Water Library Federation since 1984 and who now wishes to turn the endowment over to the St. Clair County Library in accordance with the terms of the agreement; and

WHEREAS, the St. Clair County Board of Commissioners recognizes the benefits derived to the citizens of St. Clair County through this endowment.

NOW, THEREFORE, BE IT RESOLVED:

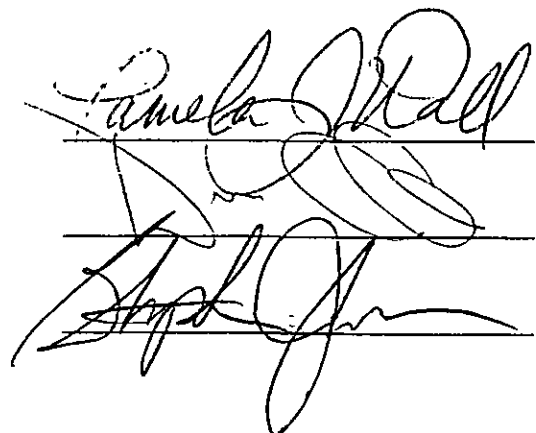
- 1) That the Clayton A. and Florence B. Lewis Memorial Book Fund original agreement be accepted and its provisions be adhered to, due to dissolution of Blue Water Library Federation.
- 2) That the St. Clair County Treasurer be the depository of these funds that today exceed \$10,000.00.
- 3) That a trustee be named by the St. Clair County Treasurer to oversee these funds in accordance with the agreement.
- 4) That a copy of the agreement in its original form be attached to this resolution.

DATED: December 19, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



BLUE WATER LIBRARY FEDERATION

RESOLUTION BY THE MEMBERS OF THE FEDERATION BOARD

VOTED:

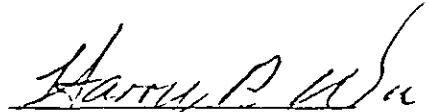
To establish the Clayton A. and Florence B. Lewis Memorial Book Fund (the "Fund") and to manage and invest the Fund for the purpose of expanding specified collections within the Port Huron Public Library as follows:

- (1) To accept for the Fund and transfer to the Fund whatever gifts are received by the Blue Water Library Federation as are designated by their donors as gifts for the Fund.
- (2) To invest the principal of the Fund in separate money market accounts or instruments of comparable risk and yield.
- (3) To use the income from the Fund each year to purchase books and library materials, including audio-visual or computerized materials, dealing with the following subject matters: nature, plants, animals, gardens, ecology, farming and cooking. In the selection of library materials, preference shall be given to printed media. The books and library materials purchased with the income from the Fund shall be maintained, circulated and loaned by the Port Huron Public Library and shall be marked and catalogued as gifts of the Fund. Books and materials may be designated as non-circulating reference materials to be used at the Port Huron Public Library if the Reference Librarian at the Port Huron Public Library determines that they should be so designated.
- (4) At the discretion of the Director of the Blue Water Library Federation, in each fiscal year any unspent balance from the Fund can be added to the principal of the Fund or be used to purchase necessary processing supplies or for rebinding or replacement for the purpose of processing and maintaining the books and materials purchased from the Fund.
- (5) Beginning in the year 2013, the 100th Anniversary of the marriage of Clayton A. and Florence B. Lewis, to use the principal of the Fund for as long as it shall last within the discretion of the Federation to purchase the same kinds of books and library materials to be purchased with the income from the Fund.
- (6) If the Blue Water Library Federation is dissolved or ceases operation or no longer serves the Port Huron area, the Fund shall be transferred to and administered by the St. Clair County Library system or the Port Huron Public Library in the same manner as it is to be administered by the Blue Water Library Federation under this Resolution.

- (7) At the end of each fiscal year, the Director of the Blue Water Library Federation or the Librarian of the Port Huron Public Library shall report to the donors of the Fund the amount of Fund income and Fund purchases made in the preceding year and shall, upon request, list the library materials purchased by the Fund. For this purpose, it will suffice to report to Scott P. Lewis, a grandson of Clayton A. and Florence B. Lewis, at Palmer & Dodge, One Beacon Street, Boston, Massachusetts 02108, or whoever is identified to the Federation as his successor in this role.



Ed Moore, Jr., Chairman  
Blue Water Library Federation Board



Harry P. Wu, Director  
Blue Water Library Federation

Dated: September 13, 1984

RESOLUTION 96-55

APPROPRIATING SENIOR CITIZENS MILLAGE FUNDS  
FOR 1997

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, reviewed and recommended approval of certain appropriations.

NOW, THEREFORE, BE IT RESOLVED:

1. That the appropriation of Senior Citizens Millage Funds for 1997 is as follows:

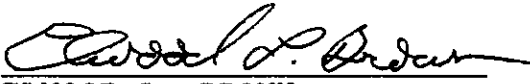
Catholic Social Services	46,593
Center for Human Resources	5,976
Council on Aging	1,318,319
D.A.R.E.S. - Pathway Shelter	2,311
Legal Assistance	104,964
Public Guardian	900
Public Health Department	68,262
Senior Advocates	640
Visiting Nurses Association	93,722
Commission on Aging	30,645
Area Agency on Aging 1-B	13,100
Tax Appeals	<u>12,000</u>

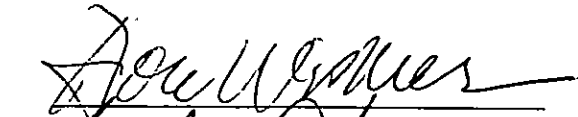
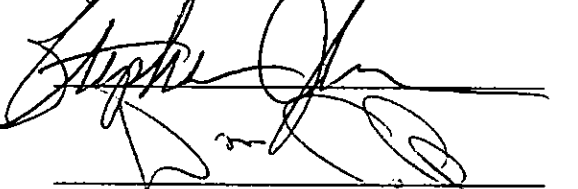
TOTAL: 1,697,432  
=====

See Exhibits "A" and "A-1" attached.

DATED: December 4, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



COMMISSION ON AGING

*County of St. Clair, Michigan*

3415 28th STREET,

/ PORT HURON, MICHIGAN 48060 / (810) 987-8922

## MEMORANDUM

S.C.M./96-14

TO: MEMBERS OF THE ST. CLAIR COUNTY BOARD OF COMMISSION

FROM: ST. CLAIR COUNTY COMMISSION ON AGING *DWA*

DATE: NOVEMBER 20, 1995

RE: SENIOR CITIZENS MILLAGE FUND - RECOMMENDED 1997 ALLOCATIONS

Based on review of the Agencies/Organizations' request for funds, the St. Clair County Commission on Aging, at its November 19, 1996 meeting, recommends to the St. Clair County Board of Commission approval of the 1997 Senior Citizens Millage Fund Allocations as follows:

PROJECTED AVAILABLE FUNDS AT JANUARY 1, 1997 \$ 2,106,422

## RECOMMENDED ALLOCATIONS:

Catholic Social Services	\$ 46,593	
Center for Human Resources	5,976	
Council on Aging	1,318 319	
D.A.R.E.S. - Pathway Shelter	2,311	
Legal Assistance	104,964	
Public Guardian	900	
Public Health Department	68,262	
Senior Advocates	640	
Visiting Nurses Association	93,722	
Commission on Aging	30,645	
Area Agency on Aging I-B	13,100	
Tax Appeals	<u>12,000</u>	
<b>TOTAL</b>	<b>\$ 1,697,432</b>	<b>(1,697,432)</b>

PROJECTED FUND BALANCE AT DECEMBER 31, 1997 \$ 408,990

**RECOMMENDED ACTION: Approval of Resolution #96-??; "Appropriation of Senior Citizens Millage Funds for 1997"**

WP#5:COA9614

## SENIOR CITIZENS MILLAGE FUND

## 1997 ALLOCATIONS

CATHOLIC SOCIAL SERVICES		46,593
Counseling		
CENTER FOR HUMAN RESOURCES		5,976
Crisis Line		
COUNCIL ON AGING		1,318,319
Chore Services	77,802	
Foster Grandparents	35,769	
Homemaker Services	273,003	
Home Repair Services	112,843	
Outreach Services	190,072	
Programs	254,311	
Transportation	209,744	
Adult Day Care	36,688	
Group Meals	59,254	
Home Delivered Meals	68,833	
D.A.R.E.S. - PATHWAY SHELTER HOME		2,311
Emergency Shelter		
LEGAL ASSISTANCE		104,964
Legal Services		
PUBLIC GUARDIAN		900
Guardianship		
PUBLIC HEALTH DEPARTMENT		68,262
Personal Care		
SENIOR ADVOCATES		640
Community Education		
VISITING NURSE ASSOCIATION		93,722
Respite Care Services	42,991	
Personal Care Services	49,731	
Adult Day Care - Dietary Supplement	1,000	
COMMISSION ON AGING		30,645
Administration/Planning		
AREA AGENCY ON AGING IB		13,100
County Assessment - Match		
TAX APPEALS - Set Aside		12,000
TOTALS		1,697,432

APPROPRIATING COUNTY LIBRARY SYSTEM OPERATING MILLAGE FUNDS  
FOR 1997

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for providing operating funds for the County Library System for a period of four years; and

WHEREAS, the County Library Board operates under the authority of Public Act 138 of 1917 as last amended; and

WHEREAS, the County Board of Commissioners has reviewed and recommended approval of certain appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the appropriation of Special Millage Funds for 1997 is as follows:


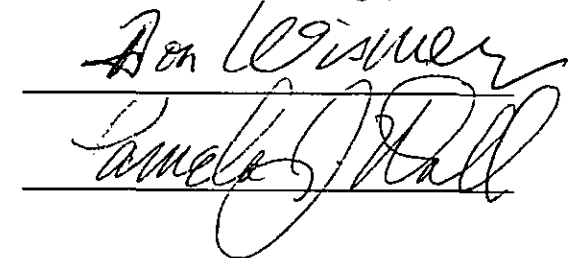
<u>REVENUE</u>			
404	Current Property Taxes	1,760,174	
541	Single Business Tax	36,323	
665	Interest	54,470	
	TOTAL REVENUE		1,850,967
			=====

<u>EXPENDITURES</u>			
704	Salaries & Wages, Perm.	256,386	
705	Salaries & Wages, Temp.	254,943	
706	Salaries & Wages, Overtime	7,000	
709	Longevity	1,500	
715	Employer's Social Security	39,767	
716	Hospital Insurance	50,000	
717	Life Insurance	1,200	
718	Retirement Contribution	34,695	
719	Dental Insurance	6,000	
721	Disability Insurance	52	
722	Unemployment Ins.	52	
723	Worker's Compensation	16,038	667,633
727	Office Supplies	39,100	
801	Professional/Contractual	55,000	
850	Communications	20,000	
860	Travel-Mileage	3,000	
861	Travel-Other	7,500	
884	Local Unit Fund	20,750	
900	Printing	8,000	
926	Tax Tribunal Refunds	5,000	
930	Repairs & Services	8,000	
940	Equipment Rental	23,000	
953	Cost Allocation	22,460	
955	Miscellaneous	20,000	
958	Education and Training	10,000	
980	Office Equipment	414,188	
982	Books	409,038	
986	Audio-Visual	138,000	1,203,036
	TOTAL EXPENDITURES:		1,870,669
			=====

DATED: December 4, 1996  
Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

  
\_\_\_\_\_  
Don Wismer  
  
\_\_\_\_\_  
Pamela J. Hall



APPROPRIATING DRUG TASK FORCE MILLAGE FUNDS FOR 1997

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 1997 is as follows:

REVENUE

404	Current Property Taxes	998,722	
415	Personal Property Taxes	2,000	
541	Single Business Tax	20,609	
662	Forfeitures	25,000	
665	Interest	25,000	
691	Miscellaneous	100	
	TOTAL REVENUE:		1,071,431


=====

EXPENDITURES


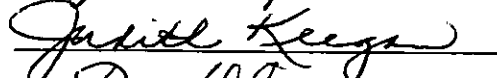

704	Salaries & Wages, Perm.	343,480	
706	Salaries & Wages, Overtime	60,000	
709	Longevity	11,148	
715	Employer's Social Security	31,719	
716	Hospital Insurance	32,600	
717	Life Insurance	840	
718	Retirement Contribution	53,902	
719	Dental Insurance	4,200	
721	Disability Insurance	41	
722	Unemployment Insurance	41	
723	Worker's Compensation	10,366	548,337
727	Office Supplies	10,000	
732	Operating Supplies	8,000	
741	Uniforms	4,500	22,500
801	Professional & Contractual	80,000	
813	Investigations	45,000	
850	Communications	25,000	
860	Travel-Mileage	500	
861	Travel-Other	22,000	
910	Insurance and Bonds	135	
920	Utilities	36,000	
926	Tax Tribunal Refunds	1,000	
930	Repairs & Service	16,000	
940	Equipment Rental	45,000	
953	Cost Allocations	7,428	
955	Miscellaneous	200	
958	Education & Training	6,000	284,263
988	Other Equipment		25,000
997	Other Transfers Out		166,110
	TOTAL EXPENDITURES:		1,046,210

=====

DATED: December 4, 1996  
Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-53

APPROPRIATING COUNTY PARKS AND RECREATION MILLAGE FUNDS  
FOR 1997

WHEREAS, the citizens of St. Clair County voted approval of a special millage levy for providing funds for establishing, improving and operating County and Local parks and recreation opportunities for a period of five years; and

WHEREAS, the County Parks and Recreation Commission operates under the authority of Public Act 261 of 1965 of the Public Acts of the State of Michigan; and

WHEREAS, the County Board of Commissioners has reviewed and recommended approval of certain appropriations.

NOW, THEREFORE, BE IT RESOLVED: That the appropriation of these parks and recreation millage funds for 1997 is as follows:

REVENUE

404	Current Property Tax	1,769,760
541	Single Business Tax	40,000
607	Fees	3,000
665	Interest	45,000
667	Rents	6,000
699	County Appropriation	<u>113,987</u>

TOTAL REVENUE:

1,977,747  
=====

EXPENDITURES

703	Salaries & Wages, Supervisory	48,900
704	Salaries & Wages, Permanent	86,000
705	Salaries & Wages, Temporary	6,000
706	Salaries & Wages, Overtime	2,500
709	Longevity	3,500
715	Employer's Social Security	11,250
716	Hospitalization Insurance	22,000
717	Life Insurance	480
718	Retirement Contribution	18,320
719	Dental Insurance	2,400
721	Disability Insurance	15
722	Unemployment Insurance	15
723	Worker's Compensation	<u>3,675</u>

205,055

727	Office Supplies	5,000	
728	Books & Bulletins	500	
731	Repair & Maint. Supplies	5,000	
732	Operating Supplies	<u>2,000</u>	12,500
801	Professional & Contractual	200,000	
850	Communications	3,200	
860	Travel-Mileage	1,000	
861	Travel-Other	4,500	
884	Local Unit Distribution	440,044	
900	Printing and Binding	1,200	
920	Utilities	12,000	
926	Tax Tribunal Refunds	1,000	
930	Repairs & Service	5,000	
931	Building Repair & Service	1,000	
953	Cost Allocation	4,012	
955	Miscellaneous	1,500	
958	Education & Training	<u>1,000</u>	675,456
980	Office Equipment	3,000	
988	Other Equipment	<u>1,081,736</u>	<u>1,084,736</u>

TOTAL EXPENDITURES:

1,977,747


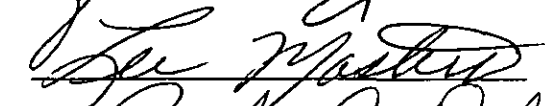

=====

DATED: December 4, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
 County Corporation Counsel  
 301 County Building  
 Port Huron, MI 48060

RESOLUTION 96-51  
ADOPTING 1997 BUDGET

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 1997; and

WHEREAS, M.S.A. 5.3228 (36) requires the 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 1997 is attached hereto, marked as Exhibit "A".

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.



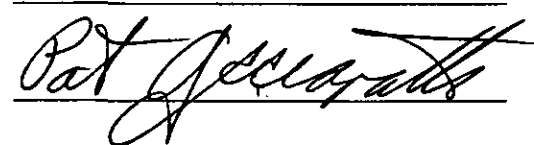
3) That this Resolution constitutes a general appropriations act as required by law.

DATED: December 4, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

**ST. CLAIR COUNTY, MICHIGAN**  
**1997 GENERAL FUND**  
**BUDGETED CHANGES IN AVAILABLE FUND BALANCE**

Estimated Available Fund Balance at December 31, 1996	\$ 5,319,078
Add: 1996 Budgeted Revenue	35,539,668
Less: 1997 Budgeted Expenditures	<u>35,539,668</u>
Estimated Available Fund Balance at December 31, 1997	<u>\$ 5,319,078</u>

Revised 11-27-96

Exhibit "A"

ST. CLAIR COUNTY, MICHIGAN

1997 GENERAL FUND  
REVENUE BUDGET COMPARISONS SUMMARY

TOTALS		1995 Actual	1996 Estimated	1996 Budget	1997 Budget
401	Taxes	17,963,466	18,668,000	18,290,650	19,001,765
450	Licenses and permits	210,717	205,542	197,200	206,000
539	State grants	5,901,643	6,020,046	6,279,696	6,255,253
600	Charges for services	3,175,839	3,102,160	3,009,494	3,389,236
655	Fines and forfeits	605,552	576,000	555,000	691,000
664	Interest and rent	1,794,821	1,457,950	1,158,800	1,766,200
671	Other revenues and reimbursements	367,540	555,366	552,630	617,780
695	Other financing sources	1,346,640	1,062,059	1,062,059	786,998
692	Cost allocation	1,325,432	3,101,516	3,101,516	2,825,436
		<u>32,691,650</u>	<u>34,748,639</u>	<u>34,207,045</u>	<u>35,539,668</u>

**ST. CLAIR COUNTY, MICHIGAN**

**1997 GENERAL FUND  
REVENUE BUDGET SUMMARY**

Control Category

Judicial (130):	4,229,620
General Government (170):	28,967,487
Public Safety (300):	1,636,673
Health and Welfare (600):	85,000
Transfers In - Other (931)	<u>620,888</u>
TOTAL REVENUES SUMMARY	<u><u>35,539,668</u></u>

ST. CLAIR COUNTY, MICHIGAN

1997 GENERAL FUND  
REVENUE BUDGET SUMMARY

Judicial (130):

131	Circuit Court	123,800
136	District Court	2,143,300
141	Friend of Court	1,590,020
148	Probate Court - Adult	185,000
149	Probate Court - Juvenile	187,500
		<u>4,229,620</u>

General Government (170):

191	Elections	3,000
219	Clerk - Register	1,286,500
229	Prosecuting Attorney	290,980
253	Treasurer	27,309,727
257	Cooperative extension	9,000
275	Drain Commissioner	68,280
		<u>28,967,487</u>

Public Safety (300):

301	Sheriff and Patrol	589,030
331	Marine Safety	159,480
351	Jail	657,663
426	Emergency Services	29,000
430	Animal Shelter	201,500
		<u>1,636,673</u>

Health and Welfare (600):

685	Public Guardian	<u>85,000</u>
-----	-----------------	---------------

Transfers In - Other (931)

931	Transfers in	<u>620,888</u>
-----	--------------	----------------

35,539,668



ST. CLAIR COUNTY, MICHIGAN

1997 GENERAL FUND  
EXPENDITURE BUDGET COMPARISON SUMMARY

<u>Control Category</u>	<u>1995 Actual</u>	<u>1996 Estimated</u>	<u>1996 Budget</u>	<u>1997 Budget</u>
Legislative (100):	391,183	529,362	532,429	476,243
Judicial (130):	6,842,893	8,388,719	8,041,099	8,356,256
General Government (170):	6,132,725	6,859,289	7,029,540	7,408,554
Public Safety (300):	8,400,442	8,946,605	8,887,266	9,548,512
Public Works (440):	66,383	80,000	80,000	80,000
Health and Welfare (600):	591,949	630,714	658,324	521,588
Parks and Recreation (750)	99,545	-	-	-
Other functions control (850):	473,630	616,000	724,772	700,807
Debt Service (905)	-	93,000	93,000	89,000
Transfers Out - Appropriation (966)	8,039,931	8,160,615	8,160,615	8,358,708
TOTAL EXPENDITURES SUMMARY	<u>31,038,681</u>	<u>34,304,304</u>	<u>34,207,045</u>	<u>35,539,668</u>



ST. CLAIR COUNTY, MICHIGAN

1997 GENERAL FUND  
EXPENDITURE BUDGET SUMMARY

Legislative (100):

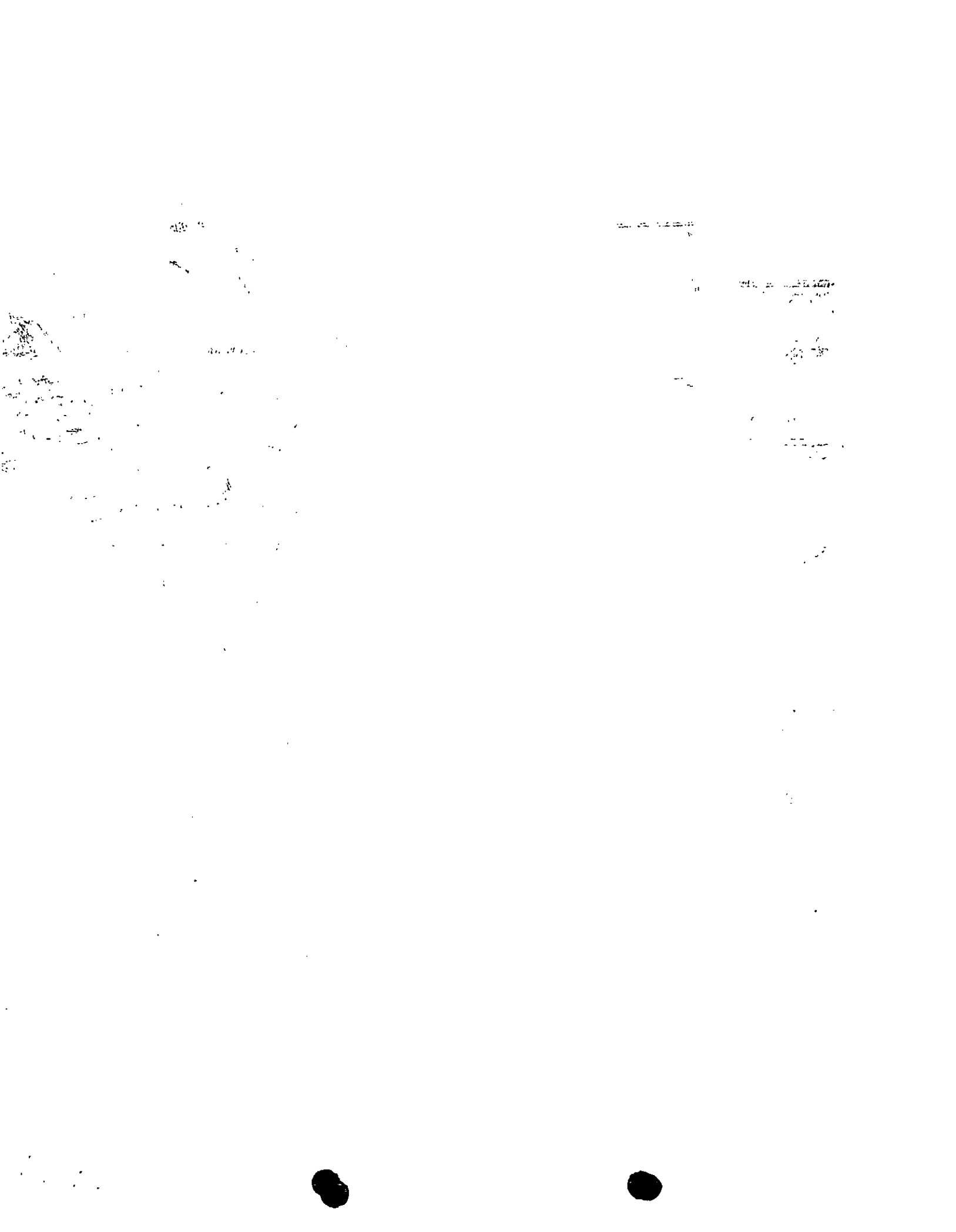
101-101	Board of Commissioners	157,930
101-103	Other Legislative Activities	318,313
		<hr/>
		476,243

Judicial (130):

101-131	Circuit Court	1,993,157
101-136	District Court	2,235,548
101-141	Friend of Court	1,627,197
101-148	Probate Court - Adult	680,825
101-149	Probate Court - Juvenile	1,728,538
101-151	Probation - Adult	90,991
		<hr/>
		8,356,256

General Government (170):

101-191	Elections	54,626
101-219	Clerk - Register	752,890
101-223	Administrator/Controller	574,150
101-225	Equalization	431,052
101-226	Personnel	212,491
101-229	Prosecuting Attorney	1,838,661
101-234	Stores - Central Supply	35,000
101-243	Lands and Graphics	201,100
101-248	Boundary Commission	200
101-249	Plat Board	300
101-253	Treasurer	424,061
101-257	Cooperative Extension	321,070
101-261	Building Authority	747,000
101-265	Building and Grounds	1,576,290
101-275	Drain Commissioner	227,663
101-291	County Agricultural Society	5,000
101-296	County Motor Pool	7,000
		<hr/>
		7,408,554



ST. CLAIR COUNTY, MICHIGAN

1997 GENERAL FUND  
EXPENDITURE BUDGET SUMMARY

Public Safety (300):

101-301	Sheriff and Patrol	4,708,426
101-331	Marine Safety	211,308
101-332	Dive Team	5,000
101-351	Jail	4,216,453
101-426	Emergency Services	141,698
101-428	Livestock Claims	500
101-430	Animal Shelter	265,127
		<u>9,548,512</u>

Public Works (440):

101-445	Drains - Public Benefit	<u>80,000</u>
---------	-------------------------	---------------

Health and Welfare (600):

101-648	Medical Examiner	-
101-651	Ambulance - E.M.S.	216,978
101-681	Veterans Burial	25,000
101-682	Veterans Counselor	98,514
101-685	Public Guardian	181,096
		<u>521,588</u>

Other functions control (850):

101-865	Insurance	560,000
101-890	Contingencies	140,807
		<u>700,807</u>

Debt Service (905)

101-905	Debt service	<u>89,000</u>
---------	--------------	---------------

Total General Fund Expenditures	<u><u>27,180,960</u></u>
---------------------------------	--------------------------

**ST. CLAIR COUNTY, MICHIGAN**  
**1997 GENERAL FUND**  
**EXPENDITURE BUDGET SUMMARY**

Transfers Out - Appropriation (966)

999-001	Law Library	6,500
999-002	Soldiers Relief	1,200
999-003	County Road	786,918
999-005	Health Department	2,242,123
999-006	Mental Health	927,837
999-007	Child Care - Probate	2,184,505
999-008	Child Care-Welfare	325,100
999-009	Social Services	216,000
999-010	County Library	998,460
999-011	County Airport	109,475
999-012	Public Improvement	40,000
999-013	County Planning	341,715
999-014	Office Automation	30,000
999-016	Radio Communications	-
999-017	Secondary Road Patrol	14,888
999-018	Insurance Claims	10,000
999-020	Parks and Recreation Millage	113,987
	Community Development Block Grant	10,000
		<u>8,358,708</u>
	Total General Fund Expenditures and Transfers Out	<u><u>35,539,668</u></u>

RESOLUTION 96-50

APPROVING TITLE IV-D MEDICAL SUPPORT ENFORCEMENT  
CONTRACT AGREEMENT FOR FRIEND OF THE COURT

WHEREAS, the Friend of the Court has received approval of a Title IV-D Medical Support Enforcement Agreement with the Michigan Family Independence Agency beginning October 1, 1996 and ending September 30, 1997.

NOW, THEREFORE, BE IT RESOLVED: that

1) The Family Independence Agency Title IV-D Medical Support Enforcement Agreement, be and hereby is approved in its entirety; and

2) The Chairperson of the County Board of Commissioners and the St. Clair County Clerk are hereby authorized to execute said Agreement on behalf of the County Board of Commissioners.

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

DATED: November 13, 1996

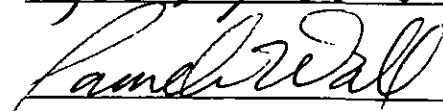
Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060







**RESOLUTION**

**TITLE IV-D MEDICAL SUPPORT ENFORCEMENT CONTRACT AGREEMENT**

The Friend of the Court has received approval of a Title IV-D Medical Support Enforcement Agreement with the Family Independence Agency beginning October 1, 1996, and ending September 30, 1997.

**BE IT RESOLVED THAT:**

- 1) The Family Independence Agency Title IV-D Medical Support Enforcement Agreement, be and hereby is approved in its entirety; and
- 2) The Chairperson of the County Board of Commissioners is hereby authorized to execute said Agreement on behalf of the County Board of Commissioners.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Commissioners Chairperson (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the County (Signature)

\_\_\_\_\_  
County Name and Program Provider (FOC)



Contract No:	CS/MED-97-74001
Contract Amount:	\$51,169.00
Index Code:	93100
P.C.A. No:	81135
Agency Object Code:	6155
Commodity Code:	961-91
Federal I.D. #:	38-6006420
Mail Code:	021
Method of Payment:	Actual Cost

AGREEMENT  
between  
FAMILY INDEPENDENCE AGENCY  
and  
THE COUNTY OF ST. CLAIR

This Agreement, effective the 1st day of October, 1996, and ending the 30th day of September, 1997, is by and between the Family Independence Agency, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Agency"), the County of St. Clair, a public organization, having a mailing address of 201 McMorran Boulevard, Port Huron, Michigan 48060 (hereinafter referred to as the "Contractor"), and the Chief Circuit Judge for the Court, (hereinafter referred to as the "Court").

WHEREAS, the Agency is authorized to contract with state or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the Agency has the authority to enter into a Cooperative Agreement under and in accordance with policies established by the Agency, as well as under 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; and

WHEREAS, the Agency is desirous of purchasing services, and the Contractor and Court desire to provide services in accordance with the terms and conditions of this Agreement; and,

WHEREAS, the Chairperson, County Board of Commissioners has lawful authority to bind the Contractor and both the County and Court agree to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

## I. GENERAL PROVISIONS

### A. Agency's Source of Funds-Termination

The Agency's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being federal and state funds. No commitment is made by the Agency to continue or expand such activities. The Agency may terminate this Agreement immediately upon written notice to the Contractor and Court at any time prior to the completion of this Agreement if, in the opinion of the Agency Director, funding becomes unavailable for this service or such funds are restricted.

### B. Fees and Other Sources of Funding

The Contractor and Court guarantee that any claims made to the Agency under this Agreement shall not be financed by any source, including client fees, other than the Agency under the terms of this Agreement. If funding is received through any other source, the Contractor and Court agree to delete from Contractor and Court billings, or to immediately refund to the Agency, the total amount representing such duplication of funding.

### C. Review and Monitoring Reports

The Contractor and Court shall comply with all program and fiscal review reporting procedures at time intervals and on specified forms as established by the Agency on the beginning date of this Agreement. Any additional reports which the Agency proposes to be completed by the Contractor or Court shall be completed pursuant to agreement by the parties to this Agreement.

### D. Examination and Maintenance of Records

The Contractor and Court shall permit the Agency or any of its identified agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Contractor and Court shall retain all books, records or other documents relevant to this Agreement for five (5) years after final payment, at their cost, and federal auditors and any persons duly authorized by the Agency shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is completed. The Agency shall provide findings and recommendations of audits to the Contractor and Court. The Agency shall adjust future payments or final payment

if the findings of an audit indicate over or under payment to the Contractor in the period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall immediately refund all amounts which may be due the Agency.

E. Insurance Coverage

The Contractor and Court shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the Contractor or Court's operations under the terms of the Agreement. Unemployment compensation coverage, and worker's compensation insurance shall be maintained in accordance with applicable federal and state law and regulations.

F. Compliance with Civil Rights, Other Laws

The Contractor and Court shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 453, Section 209. The Contractor and Court shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A., 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Contractor and Court shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. Further, the Contractor and Court shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement.

G. Royalties and Copyright

The Agency reserves a royalty-free non-exclusive license to use and authorize others to use all written or visual material or other work products developed in connection with this Agreement, including all copyrightable or copyrighted materials.

H. Confidentiality

The use or disclosure of information concerning clients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and as required by federal regulations and state statute.

I. Property Title

Title to all non-Child Support Enforcement Systems (CSES) property, real or personal, used by the Contractor or Court in the performance of this Agreement and which is funded in whole or part by the Agency shall remain in the Agency during the term of this Agreement. Upon expiration of this Agreement or any extension thereof, the Contractor and Court agree to return said property to the Agency or pay the then current fair market value thereof to the Agency. However, in the event that any such property is only partially funded by the Agency, the Contractor or Court shall return said property to the Agency or pay the Agency that portion of the current fair market value of such item which is in the same percentage as the Agency's contribution to the original purchase price. Where property in which the Agency has an interest is traded for other property, the Contractor and Court shall maintain continuing records to account for the Agency's financial interest in such subsequent acquisitions.

J. Subcontracts

The Contractor or Court shall not assign this Agreement or enter into subcontracts which shall be paid in whole or part using money received through this Agreement without obtaining prior written approval of the Agency. The Agency, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Agreement. The Contractor and Court shall be responsible for the performance of all assignees or subcontractors, and shall insure the subcontracted agents comply with all provisions of this Agreement.

K. Cancellation of Agreement

The Agency reserves the right to cancel this Agreement by giving sixty (60) calendar days written notice to the Contractor and Court. The Contractor or Court may terminate this Agreement upon sixty (60) calendar days written notice to the Agency at any time prior to the completion of the Agreement period.

L. Closeout/Extension

When this Agreement is concluded or terminated, the Contractor and Court shall provide the Agency, within sixty (60) calendar days after conclusion or termination, with all financial, performance and other reports required as a condition of the Agreement, unless written extension is granted by the Agency for extenuating circumstances. The Agency shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to the Agency any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

M. Continuing Responsibilities

Termination, conclusion, or cancellation of this Agreement shall not be construed so as to terminate the ongoing responsibilities or rights of the parties as provided in Section I, Paragraphs D and L.

N. Dispute Resolution

1. Local Resolution

All parties agree to make a good faith attempt to resolve disputes. Resolution of any dispute shall first be attempted at the local level by County Contractor, Prosecuting Attorney, Friend of the Court and the Agency's Office of Child Support (OCS) District Managers, as appropriate.

2. Second Stage Resolution

If it appears a dispute cannot be resolved at the local level, the aggrieved party shall notify the other parties and the Director of the Office of Child Support, in writing, regarding the nature of the dispute and the efforts made to resolve the dispute. Within sixty (60) calendar days of this notification, the parties and the OCS Director or designees shall meet to attempt resolution of the dispute.

3. Formal Notice of Intent

The Contractor and Court shall notify the Agency in writing of their intent to pursue a claim against the Agency for breach of any terms of this Agreement. No suit may be commenced by the Contractor or Court for breach of this Agreement prior to the expiration of ninety (90) calendar days from the date of such notification. Within this ninety (90) day period, the Contractor and Court, at the request of the Agency,

must meet with the Director of the Agency or designee for the purpose of attempting resolution of the dispute. Formal Notice of Intent action shall not be commenced until resolution has been initiated as described in 1 and 2 above. However, these paragraphs do not restrict the right to invoke and cancel under Section I, Paragraph K.

4. Continuation of Services and Payment

Prior to commencement and during the pendency of a dispute or a suit for breach of this Agreement, services shall continue to be provided as set forth in this Agreement and payment for such services by the Agency shall continue without interruption, except as provided in Section III, Paragraph B of this Agreement.

O. Amendment

This Agreement may be amended, at the request of any party, only by the written consent of all the parties hereto. If the Contractor or Court refuses to sign an amendment, the Agency may terminate this Agreement at the end of sixty (60) calendar days from the date of request to amend. The Contractor and Court shall suffer no liability to the Agency for refusing to agree to said amendment, and said refusal shall not constitute a breach of this Agreement.

P. Termination - Unfair Labor Practice

The Agency may void this contract upon fifteen (15) calendar days notice if the name of the Contractor or Court, or the name of a subcontractor, manufacturer, or supplier of the Contractor or Court, subsequently appears in the register compiled pursuant to Section 2 of Act 278, P.A. 1980. This Act prohibits the state from entering into contracts with certain employers who engage in unfair labor practices; to prohibit those employers from entering into certain contracts with others; to provide for the compilation and distribution of a register of those employers; and to provide for the voiding of certain contracts.

Q. Audit Requirements in Accordance with Circular A-128

This contract is funded through the federal Child Support Enforcement program. The Agency has determined the services provided through this Agreement constitute a subrecipient relationship according to the guidelines established in Federal Office of Management and Budget Circular A-128. The Agency shall send a letter to the Contractor each year including the Catalog of Federal Domestic Assistance number and the percentage of Federal Financial Participation (FFP).

Contractors who receive a total of \$300,000.00 or more in federal funds from one or more funding sources as subrecipients are required to comply with the provisions of Federal Office of Management and Budget Circular A-128. Copies of audits performed for Contractor's compliance with Circular A-128 requirements shall be submitted to the Agency within thirty (30) calendar days of receipt by the Contractor. In addition, the Contractor shall, as required in the Circular, submit a copy of the audit to the federal central clearing house identified by the Federal Office of Management and Budget.

Two (2) copies of the Contractor's annual compliance audit shall be submitted to:

Family Independence Agency  
Office of Internal Audit  
P.O. Box 30037  
Lansing, MI 48909

R. Agreement Inclusiveness

This Agreement with the previously mutually approved Application incorporated by reference and made a part hereof, is intended by the parties as the complete and final expression of their agreement with respect to the terms included herein, and may not be contradicted by evidence of any prior contemporaneous agreement, oral or otherwise.

II. CONTRACTOR AND COURT DUTIES AND RESPONSIBILITIES

The Contractor through the Friend of the Court shall enforce all medical support orders over which it has jurisdiction and seek modifications of orders to include medical support in accordance with federal regulations, state statute and court rules.

The intent of this contract with enhanced funding is to:

- . Enable Friends of the Court to identify the existing backlog of IV-D cases requiring medical support enforcement efforts ,
- . Determine what enforcement action is needed on those backlogged cases, and
- . Initiate needed enforcement action on all backlogged and new IV-D cases

For enforcing medical child support orders in IV-D cases and as a subrecipient of Federal Financial Assistance, the Contractor and the Friend of the Court shall comply with the requirements of Title IV-D of the Social Security Act,

implementing applicable federal regulations and requirements; using the Manual for Friend of the Court, Section 4000, Chapter 500 and 550 and Friend of the Court Letters in effect on the begin date of this Agreement.

A. Services

The Friend of the Court shall:

1. Make medical support enforcement (MSE) services available to all eligible individuals. Eligible individuals are those custodial parents (and their children) who are past or present recipients of AFDC, IV-E foster care or the Medicaid programs or who have filed an application for services with the IV-D agency.
2. Maintain records and provide collection services.
3. Enforce medical support obligations using all appropriate procedures:
  - a) Identify cases requiring medical support enforcement through manual review of cases or through approved computer tape match processes.
  - b) Obtain medical insurance information and convey it to Medicaid Third Party Liability through submission of the forms "Employer's Disclosure of Income and Health Insurance Information" (FOC 22a) and "Friend of the Court Case Questionnaire" (FOC 39C) or by electronic means through the Child Support Enforcement System (CSES).
  - c) File petitions with the court to order the inclusion of health insurance in new or modified orders.
  - d) Serve dependent health care coverage orders on employers and insurance carriers.
  - e) Contact absent parents to obtain insurance information or to obtain insurance coverage if available at reasonable cost though not ordered.
  - f) Contact employers or insurers to obtain policy coverage information or to request notification of lapsed coverage.
  - g) Inform non-Medicaid clients of the availability of medical support enforcement services.



- h) *Review and modify medical support orders.*
  - g) Inform non-Medicaid clients of insurance information obtained through FOC enforcement efforts (Medicaid clients shall be notified by the Agency when TPL receives the information).
4. Initiate locating action when necessary
  5. Cooperate with other states for enforcement of medical support orders
  6. Maintain administrative processes
    - a) Fiscal Policies and Accountability
    - b) Bonding of Employees
    - c) Separation of Cash Handling and Accounting Functions
    - d) Safeguarding of Information

B. Reports

The Contractor and Court shall prepare, complete and submit the following reports in the cycles indicated, to the units named:

1. **Form:** DSS/FIA-286A - Title IV-D Medical Support Expenditure Report, including appropriate time documentation. This expenditure report shall not be complete and acceptable for payment unless the report section of the form is completed listing the progress on achieving the goals of the contract as set in the contract application.

**Cycle:** Due by the fifteenth (15) working day after month of service

**To:** Family Independence Agency  
Office of Child Support - Lansing

2. **Form:** FOC 22A - Employer's Disclosure of Income and Health Insurance Information. This report must contain the Agency Case Number before it submitted to Medical Services Administration, Third Party Liability (TPL). The form is described in the Friend of the Court Manual, Section 4000, Chapter 500.

**Cycle:** Whenever the information becomes available.

**To:** Medical Services Administration  
Third Party Liability Division  
Family Independence Agency  
P.O. Box 30037  
Lansing, MI 48909

3. **Form:** FOC 39C - Friend of the Court Case Questionnaire. Page 3 of this questionnaire may include health care information. A copy of page 3 of this form may be used to convey information to TPL if the Agency case number and the names of the Payer and payee are added to it before submission to Medical Services Administration. The form is described in the Friend of the Court Manual, Section 4000, Chapter 500.

**Cycle:** Whenever the information becomes available.

**To:** Medical Services Administration  
Third Party Liability Division  
Family Independence Agency  
P.O. Box 30037  
Lansing, MI 48909

C. Client Grievance System

Each Court shall have a written office grievance system which provides the opportunity to seek relief for those who believe they have not received services required by the IV-D program, or believe the services they have received are not in accordance with IV-D regulations. Information about the grievance system shall be provided to clients or the Agency upon request.

D. Statewide Automated System

The Contractor and Court agree to cooperate in meeting the federal requirement of a statewide automated system. Reprogramming of local data processing systems to accommodate additional data items shall only be funded through the approved statewide system.

E. Applicable Costs, Maintenance of Effort on Cooperative Reimbursement Contract

The Contractor and Court, as subrecipients of Federal Financial Assistance, agree to abide by applicable provisions of the Cost Principles for State and Local Governments issued in the Federal Office of Management and Budget

Circular No. A-87. This circular provides cost principles to be used in determining the availability of Federal Financial Assistance for Child Support Enforcement activities under Title IV-D of the Social Security Act. If any staff funded in part or whole by IV-D funds do not work full time on medical support matters, detailed time-records for such employees are required to document the amount of time spent on reimbursable activities. If employees intermingle work effort on child support enforcement and medical support enforcement, the FOC must document the medical support enforcement effort through time study if a claim is to be honored under this contract.

Medical support enforcement has been and shall continue to be funded under the existing cooperative reimbursement contract already in effect between these parties. This contract shall fund medical support enforcement work effort in addition to that already funded under the cooperative reimbursement contract (CRP). The funding in this contract shall be available only to the extent that the Contractor and the Court maintain the same IV-D staffing levels already funded under the 1995 cooperative reimbursement program (CRP) contract. The Contractor and the Court shall not leave positions vacant under the CRP contract while billing for services under the MSE contract.

F. Billing Method

The Actual Cost Reimbursement Method shall be used to claim reimbursement under this Agreement. The Medical Support Enforcement Budget is attached hereto and made a part of this Agreement. The Budget and Application detail the amount and object of expenditures for which the Contractor and Court shall use funds paid under this Agreement. The Contractor and Court shall follow and adhere to the Budget. Only costs actually expended may be billed. The Contractor and Court must obtain written approval from the Agency to increase or decrease line items in the budget. The Contractor and Court's request for the Agency's approval must contain sufficient information to allow the Agency to identify which budget line items are to be increased, which line items are to be decreased, the reason for change, the programmatic impact of the budget changes and must stay within the originally approved budget total. The person authorized to approve budget revisions is the Director of the Office of Child Support. Actual costs may include the cost of fringe benefits provided by the Contractor for the Court and employees funded by this Agreement, in the same proportion as that employee is employed in IV-D Medical Support Enforcement reimbursable activities, as long as those fringe benefits are no greater than benefits the Contractor provides to similar non-IV-D employees, and are not

contrary to any federal regulation. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical, dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

G. Billing Procedure

The Contractor and Court shall complete a monthly "Title IV-D Cooperative Reimbursement Expenditure Report," (Form DSS/FIA-286A) detailing program related expenditures and the progress of the project with respect to the goals stated in the contract application. The DSS/FIA-286A shall indicate actual expenditures by category of expense in the performance of this Agreement for the period being billed. The DSS/FIA-286A shall be submitted within fifteen (15) working days from the end of the monthly billing period to:

Family Independence Agency  
Office of Child Support  
P.O. Box 30037  
Lansing, MI 48909

H. Bonding of Employees

The Contractor and Court agree to assure that every person who, as a regular part of his or her employment, receives, disburses, handles, or has access to support collections shall be covered by a bond or insurance, or be self-insured with the approval of the Agency, in an amount sufficient to protect against loss resulting from employee dishonesty.

III. AGENCY DUTIES AND RESPONSIBILITIES

A. Program Administration

The Agency, as a recipient of Federal Financial Assistance, shall administer the Title IV-D program in Michigan, and shall maintain the approved Title IV-D State Plan consistent with federal requirements. The Agency shall distribute program regulations, forms and instructions to the Contractor and Court through the Manual for Friend of the Court, Section 4000 and Friend of the Court Letter Series.

B. Payment

The Agency shall complete its processing of payments to the Contractor within thirty (30) calendar days after receipt of the Contractor's monthly DSS/FIA-286A, "Title IV-D Medical Support Enforcement Expenditure Report," detailing program related expenditures as set forth in the budget

attached to and part of this Agreement. For DSS/FIA-286A's submitted after the due date the Agency reserves the right to delay processing and payment to the next available cycle.

The Agency reserves the right to defer or disallow payment of any claim submitted by the Contractor and Court for failure to document and provide records, statistics, and reports to the Agency as required by this Agreement or as are required by applicable state statutes and federal regulations.

C. Program Compliance Monitoring and Evaluation

The Agency will monitor and evaluate Court performance for compliance with federal Title IV-D Program regulations and the terms of this agreement. Performance compliance shall be measured against federal program audit standards established to ensure that program services are administered effectively and efficiently. The Agency shall request corrective action when a program compliance evaluation indicates areas of substantial noncompliance with the terms of this agreement on the part of the Court.

D. Maximum Amount of Agreement

The maximum amount of this agreement as appropriated by the Contractor is fifty-one thousand one hundred sixty-nine dollars and 00/100 (\$51,169.00). The maximum amount of costs to be reimbursed by the Agency shall be the State share of actual expenditures during the life of this agreement up to the maximum of the Title IV-D program net budget, a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Agency and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at \_\_\_\_\_, Michigan

31st, JUDICIAL CIRCUIT COURT

(Enter Court Identification)

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

Witness: \_\_\_\_\_

\_\_\_\_\_  
(Type Name) Chief Circuit Judge

Dated at \_\_\_\_\_, Michigan

THE COUNTY OF ST. CLAIR

(Contractor)

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

Chairperson County Board of Commissioners

Witness: \_\_\_\_\_

Dated at \_\_\_\_\_, Michigan

FAMILY INDEPENDENCE AGENCY

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

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

Director

Witness: \_\_\_\_\_

**BUDGET**

F 74

**A. CONTRACT DESCRIPT**

1. COUNTY St. Clair PROVIDER Friend of the Court 3. FUNDING YEAR 10/1/96 TO 9/30/97

**B. BUDGET PROPOSAL**

1. PERSONNEL	FTE	COSTS
a. Subcontracted Staff (attach copy of subcontract)		\$
b. Temporary Staff (attach copy of agreement)		\$ 33,945
c. County Employees (attach copy of organizational chart)		\$ 4,000
2. OTHER DIRECT		\$ <del>30,280</del> 13,224
3. TOTAL BUDGET		\$ <del>68,225</del> 51,169
4. OTHER INCOME (describe)		\$ 0
5. NET BUDGET		\$ <del>68,225</del> 51,169

**C. WORK PLAN**-Explain how line item expenditures will contribute to improvement of medical support enforcement.

PERSONNEL \_\_\_ Subcontracted Staff  Temporary Staff \_\_\_ County staff (check appropriate choices)

One full-time employee will be responsible for sending mailings regarding medical insurance, obtain medical support information on ADC, Foster Care and Medicaid cases and report it to the Family Independence Agency. This employee will prepare and track medical enforcement actions and continue to review all cases where the absent parent is not required to provide health insurance coverage and petition the Court for an order including said coverage.

**OTHER DIRECT:**

Postage See attached. Mailings of correspondence, disclosure, forms and notice to parties, as well as orders sent to parties.

Supplies Supplies used for the above mentioned correspondence, entering orders, etc.

Telephone expenses Maintain long distance telephone logs for calls made to employers, health care providers, and parties for medical enforcement and payment made for said telephone calls.

Other The St. Clair County Friend of Court has and will participate in the Wayne Medical Support Enforcement System Project. Reserved \$17,056.

**D. CONTRACT GOALS**

Goal	(Set goals in terms of the work product expected to be produced by above described plan.)
5000	1. Reports to the DSS Third Party Liability of the following information items on existing, new or modified orders: a. ADC/IV-E foster care/Medicaid case number. b. Absent parent's name, SS#, home address and employer's name and address. c. Insurance policy name, number and names of persons covered by absent parent's insurance.
200	2. Petitions filed with the court to order the inclusion of a health insurance provision in new or modified orders when the custodial parent and children lack insurance other than Medicaid.
100	3. Dependent health care coverage orders served on employers and insurers.
2000	4. Absent parents contacted to obtain insurance information or insurance coverage when ordered.
2000	5. Employers or insurers contacted to obtain policy information or to request notification of lapses of coverage.
200	6. Show cause hearings to enforce medical support provisions of orders.
1000	7. Custodial parents provided with health insurance policy information.
5000	8. Absent parents contacted to request provision of insurance available at reasonable cost though not ordered.
2000	9. Non-Medicaid clients informed of the availability of medical support enforcement services.
	10. Other goals (define):

RESOLUTION 96-49

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 compensation for Members of the Social Services Board for 1997 and 1998:

EFFECTIVE JANUARY 1, 1997

A. Member, Social Services Board	\$2,641
B. Chairperson, Social Services Board	\$3,804

2) EFFECTIVE JANUARY 1, 1998

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


3) The Members of the Social Services Board shall be paid a Per Diem rate of \$30.00 per meeting and \$40.00 per Social Services Board meeting chaired, with a maximum of 24 total meetings.


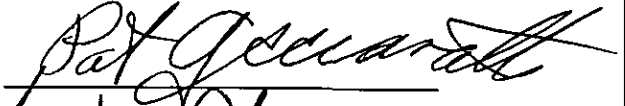
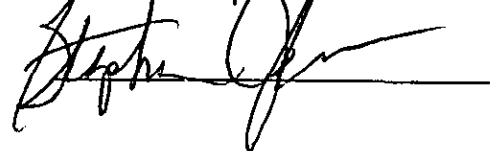
4) Members of the Social Services Board shall only be eligible for specified benefits as authorized by official action of the County Board of Commissioners.

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

DATED: November 13, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060





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 the Commissioners, effective for the year 1997 and 1998:

EFFECTIVE JANUARY 1, 1997

- |                                                   |                                                                                                                                                                                                                                               |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Chairperson<br>Board of<br>Commissioners       | \$12,328 plus \$40.00 for Board<br>of Commissioner meeting chaired,<br>and \$30.00 per authorized<br>meeting attended.                                                                                                                        |
| B. Vice-Chairperson,<br>Board of<br>Commissioners | \$8,838 plus \$30.00 per<br>authorized meeting attended by<br>the Vice-Chairperson, and \$40.00<br>per Board of Commissioner<br>meeting chaired by the<br>Vice-Chair, and \$35.00 per<br>Committee meeting chaired by the<br>Vice-Chairperson |
| C. Member, Board of<br>Commissioners              | \$8,142 plus \$30.00 per<br>authorized meeting attended by a<br>Commission Member and \$35.00<br>per Committee Meeting chaired<br>by a Committee Member                                                                                       |

2) EFFECTIVE JANUARY 1, 1998

A. The Compensation Rate shall be provided consistent and in conformity of General across the Board adjustments provided classifications subject to the Wage-Grade Plan.

3) Members of the St. Clair County Board of Commissioner shall only be eligible for specified benefits as authorized by official action of the County Board of Commissioners.


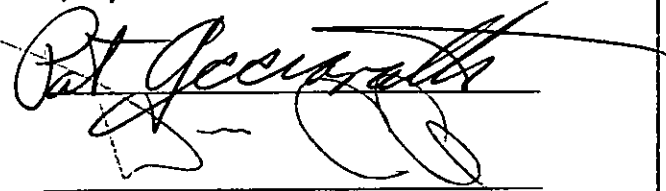
4) All resolutions and parts of resolutions in conflict with this Resolution, are to the extent of the conflict, hereby rescinded.

DATED: November 13, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, Mi 48060

RESOLUTION 96-46

ESTABLISHING SALARIES OF SPECIFIC CLASSIFICATIONS  
SUBJECT TO THE WAGE GRADE PLAN FOR 1997

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

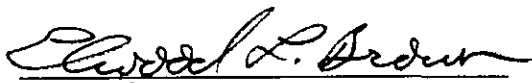
WHEREAS, the St. Clair County Board of Commissioners at a Special Budget Work Session, has reviewed and evaluated the compensation of said Wage Grade Plan classifications, and recommended the action specified herein to the full Board of Commissioners, and the Board concluding that said action is due and appropriate.


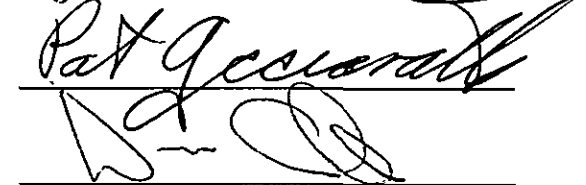
NOW, THEREFORE, BE IT RESOLVED:

- 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 one year (1997) effective January 1, 1997.
- 3) All resolutions and parts of resolutions in conflict with this resolution, are to the extent of the conflict, hereby rescinded.

DATED: November 13, 1996

Reviewed and Approved by:

  
Elwood L. Brown  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

1997  
WAGE & GRADE  
SCHEDULE

ADMINISTRATOR/CONTROLLER

099 - Payroll-Pension Officer  
103 - Admin-Landfill Assistant  
125 - Accountant/Auditor  
176 - Deputy Admin/Controller

ANIMAL SHELTER

112 - Animal Control Officer

BUILDING OPERATIONS & MAINTENANCE

118 - Building & Grounds Supervisor  
139 - Superintendent

CIRCUIT COURT

074 - Clerk Typist I  
074 - Video Clerk  
077 - Clerk Typist II  
088 - Mediation Assignment Clerk  
092 - Bailiff  
099 - Administrative Secretary  
112 - Bailiff/Law Clerk  
134 - Court Reporter  
161 - Court Administrator + \$10,000. Grant Pay

CLERK/REGISTER

074 - Clerk Typist I  
502 - Deputy Register of Deeds  
503 - Deputy Clerk  
603 - Clerk-Register

COOPERATIVE EXTENSION

099 - Office Coordinator

DATA PROCESSING

112 - Computer Programmer  
141 - Computer Services Director  
160 - Computer Services Director  
(Experienced)

DISTRICT COURT

099 - Administrative Secretary  
107 - Comm. Serv. Work Prog. Coord.  
223 - Administrator/Magistrate  
+ \$10,000. Magistrate Pay

DRAIN COMMISSION

501 - Deputy Drain Commissioner  
601 - Drain Commissioner

EMERGENCY SERVICES

074 - Emergency Management Tech.  
136 - Coordinator

EQUALIZATION

176 - Director (Level III)  
186 - Director (Level IV)

FRIEND OF COURT

107 - Court Investigator  
122 - Accountant  
133 - Systems Coordinator

LANDS & GRAPHICS

107 - Property Survey Supervisor

LIBRARY

123 - Community Relations Coordinator  
133 - Computer Systems Coordinator  
136 - Librarian III  
154 - Assistant Director

MEDICAL EXAMINER

088 - Office Coordinator

MENTAL HEALTH

094 - Reimbursement Manager  
099 - Administrative Secretary  
125 - Accountant/Auditor  
139 - Fiscal Analyst  
192 - M H Administrative Services Director  
192 - M H Program Director  
192 - M H Support Services Director

PARKS & RECREATION MILLAGE FUND

170 - PARKS & RECREATION DIRECTOR

PERSONNEL

088 - Account Clerk II  
088 - Secretary  
169 - Labor Relations Director  
176 - Director

PLANNING

183 - Director

PROBATE COURT

092 - Bailiff  
097 - Process Server  
099 - Administrative Secretary  
176 - Attorney Referee  
205 - Court Administrator

PROBATION

074 - Clerk Typist I  
088 - Account Clerk II  
118 - Probation Officer (1-5 Yrs.)  
128 - Probation Officer (6-10 Yrs.)  
149 - Chief Probation Officer

PROSECUTING ATTORNEY

131 - Victim's Rights Coord/Support Supv.  
506 - Chief Assistant Prosecuting Attorney  
605 - Prosecuting Attorney

PUBLIC GUARDIAN

125 - Public Guardian

PUBLIC HEALTH

108 - Immunization Registry Coordinator  
112 - WIC Director  
114 - Health Educator  
114 - Program/Prevention Coordinator  
134 - Microbiologist  
134 - Director of Health Education  
& Planning  
137 - Quality Assurance Coordinator  
147 - Medicaid Managed Care Ombudsman Coordinator  
157 - Substance Abuse Coordinator  
162 - Environmental Health Director  
181 - Nursing Director

RECYCLING

088 - Resource Recovery Coordinator

SHERIFF

505 - Undersheriff

SHERIFF - JAIL

094 - Food Services Supervisor  
604 - Sheriff

SURVEYOR

600 - Surveyor

TREASURER

504 - Deputy Treasurer  
602 - Treasurer

VETERAN'S AFFAIRS

102 - Veteran's Counselor

1997  
WAGE GRADE PLAN  
CLASSIFICATION SCHEDULE

<u>WAGE GRADE</u>	<u>CLASSIFICATION</u>
074	Clerk Typist I - Circuit Court
074	Clerk Typist I - County Clerk
074	Clerk Typist I - Probation
074	Emergency Management Technician
074	Video Clerk - Circuit Court
077	Clerk Typist II - Circuit Court
088	Account Clerk II - Personnel
088	Account Clerk II - Probation
088	Mediation Assignment Clerk - Circuit Court
088	Office Coordinator - Medical Examiner
088	Resource Recovery Coordinator
088	Secretary - Personnel
092	Bailiff - Circuit Court
092	Bailiff - Probate Court
094	Food Services Supervisor - Sheriff - Jail
097	Reimbursement Manager - Mental Health
099	Process Server - Probate Court
099	Administrative Secretary - Circuit Court
099	Administrative Secretary - District Court
099	Administrative Secretary - Mental Health
099	Administrative Secretary - Probate Court
099	Office Coordinator - Cooperative Extension
099	Payroll-Pension Officer - Admin/Controller
102	Veterans Counselor
103	Administrative-Landfill Assistant
107	Community Services Work Program Coordinator - District Court
107	Court Investigator - Friend of Court
107	Property Survey Supervisor - Lands & Graphics
108	Immunization Registry Coordinator - Public Health
112	Animal Control Officer
112	Bailiff/Law Clerk - Circuit Court
112	Computer Programmer
112	VIC Program Director
114	Health Educator - Public Health
114	Program/Prevention Coordinator - Public Health
118	Adult Probation Officer (1-5 Yrs.)
118	Building & Grounds Supervisor
122	Accountant - Friend of Court
123	Community Relations Coordinator - Library
125	Accountant/Auditor - Administrator/Controller
125	Accountant/Auditor - Mental Health
125	Public Guardian
128	Adult Probation Officer (6-10 Yrs.)
131	Victim's Rights Coordinator/Support Staff Supervisor - Prosecuting Attorney
133	Computer Systems Coordinator - Library
133	Systems Coordinator - Friend of Court
134	Court Reporter - Circuit Court
134	Director of Health Education & Planning - Public Health
134	Microbiologist - Public Health
136	Emergency Preparedness Coordinator
136	Librarian III
137	Quality Assurance Coordinator - Public Health
139	Fiscal Analyst - Mental Health
139	Superintendent - Building Operations & Maintenance
141	Computer Services Director
147	Medicaid Managed Care Ombudsman Coordinator
149	Chief Probation Officer
154	Assistant Director - Library
157	Substance Abuse Coordinator - Public Health
160	Computer Services Director (Experienced)
161	Circuit Court Administrator + \$10,000. Grant Pay
162	Environmental Health Director
169	Personnel Labor Relations Coordinator
170	Parks & Recreation Director
176	Attorney Referee - Probate Court
176	Deputy Administrator/Controller
176	Director - Personnel
176	Director (Level III) - Equalization
181	Nursing Director - Public Health
183	Planning Director
186	Director (Level IV) - Equalization
192	M. H. Administrative Services Director
192	M. H. Program Director
192	M. H. Support Services Director
205	Probate Court Administrator
223	District Court Administrator/Magistrate + \$10,000. Magistrate Pay

APPOINTED DEPUTIES

501	Deputy Drain Commissioner
502	Deputy Register of Deeds
503	Deputy Clerk
504	Deputy Treasurer
505	Undersheriff
506	Chief Assistant Prosecuting Attorney

ELECTED OFFICIALS

600	Surveyor
601	Drain Commissioner
602	Treasurer
603	Clerk-Register
604	Sheriff
605	Prosecuting Attorney

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
070	19,110	19,490	19,880	20,674	21,500	22,359	23,254
071	19,320	19,705	20,098	20,901	21,737	22,606	23,510
072	19,529	19,919	20,317	21,129	21,973	22,852	23,767
073	19,739	20,133	20,536	21,356	22,211	23,097	24,022
074	19,950	20,347	20,754	21,583	22,445	23,342	24,277
075	20,160	20,562	20,973	21,811	22,684	23,590	24,534
076	20,370	20,776	21,191	22,039	22,919	23,835	24,789
077	20,580	20,990	21,409	22,266	23,157	24,082	25,046
078	20,790	21,205	21,629	22,493	23,393	24,327	25,300
079	21,000	21,419	21,847	22,720	23,628	24,572	25,555
080	21,209	21,633	22,064	22,947	23,864	24,818	25,811
081	21,419	21,847	22,282	23,173	24,099	25,063	26,066
082	21,630	22,061	22,501	23,401	24,337	25,309	26,321
083	21,840	22,275	22,720	23,628	24,572	25,554	26,576
084	22,050	22,490	22,940	23,857	24,810	25,802	26,835
085	22,260	22,704	23,158	24,083	25,046	26,048	27,091
086	22,470	22,918	23,376	24,310	25,284	26,294	27,347
087	22,680	23,133	23,596	24,540	25,519	26,540	27,602
088	22,889	23,347	23,814	24,765	25,755	26,784	27,856
089	23,099	23,562	24,032	24,993	25,991	27,031	28,113
090	23,310	23,775	24,249	25,218	26,227	27,275	28,367
091	23,520	23,989	24,468	25,447	26,463	27,521	28,621
092	23,730	24,203	24,686	25,673	26,699	27,767	28,876
093	23,940	24,418	24,905	25,901	26,937	28,014	29,135
094	24,150	24,632	25,124	26,129	27,174	28,259	29,390
095	24,360	24,846	25,342	26,356	27,409	28,505	29,645
096	24,569	25,060	25,560	26,583	27,646	28,750	29,901
097	24,779	25,274	25,779	26,810	27,881	28,996	30,157
098	24,990	25,490	25,999	27,037	28,119	29,243	30,413
099	25,200	25,704	26,217	27,265	28,355	29,489	30,668
100	25,410	25,917	26,435	27,491	28,590	29,733	30,922
101	25,620	26,131	26,653	27,720	28,827	29,979	31,179
102	25,830	26,346	26,871	27,947	29,065	30,226	31,436
103	26,040	26,560	27,091	28,173	29,300	30,471	31,691
104	26,249	26,774	27,309	28,401	29,536	30,717	31,946
105	26,459	26,988	27,527	28,628	29,772	30,963	32,201
106	26,669	27,202	27,746	28,856	30,009	31,209	32,456
107	26,880	27,416	27,964	29,082	30,246	31,454	32,712
108	27,090	27,630	28,183	29,309	30,481	31,700	32,967
109	27,300	27,845	28,402	29,537	30,718	31,947	33,225
110	27,510	28,058	28,619	29,764	30,955	32,191	33,480
111	27,720	28,273	28,837	29,992	31,191	32,438	33,736
112	27,929	28,487	29,057	30,219	31,428	32,684	33,991
113	28,139	28,701	29,276	30,446	31,662	32,929	34,246
114	28,349	28,915	29,494	30,673	31,900	33,174	34,502
115	28,560	29,129	29,713	30,900	32,136	33,420	34,757
116	28,770	29,344	29,930	31,127	32,372	33,666	35,012
117	28,980	29,558	30,148	31,354	32,607	33,911	35,268
118	29,190	29,772	30,368	31,580	32,844	34,157	35,523
119	29,400	29,987	30,586	31,809	33,081	34,404	35,780
120	29,609	30,201	30,803	32,035	33,316	34,647	36,034

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
121	29,819	30,415	31,022	32,263	33,552	34,894	36,290
122	30,029	30,629	31,240	32,489	33,788	35,140	36,545
123	30,240	30,843	31,459	32,718	34,026	35,385	36,801
124	30,450	31,058	31,678	32,945	34,261	35,631	37,056
125	30,660	31,272	31,896	33,171	34,498	35,878	37,313
126	30,870	31,486	32,115	33,399	34,734	36,124	37,568
127	31,080	31,700	32,334	33,627	34,972	36,370	37,826
128	31,289	31,914	32,553	33,855	35,208	36,615	38,080
129	31,499	32,130	32,771	34,081	35,443	36,861	38,335
130	31,709	32,343	32,989	34,307	35,679	37,106	38,590
131	31,920	32,557	33,207	34,535	35,916	37,352	38,845
132	32,130	32,771	33,425	34,762	36,152	37,598	39,102
133	32,340	32,986	33,645	34,989	36,389	37,844	39,358
134	32,550	33,200	33,863	35,217	36,625	38,089	39,614
135	32,760	33,414	34,081	35,443	36,861	38,335	39,869
136	32,969	33,628	34,300	35,672	37,099	38,583	40,127
137	33,179	33,842	34,518	35,899	37,335	38,827	40,380
138	33,389	34,057	34,737	36,127	37,570	39,073	40,635
139	33,600	34,272	34,957	36,354	37,808	39,320	40,891
140	33,810	34,485	35,174	36,579	38,042	39,563	41,147
141	34,020	34,699	35,392	36,807	38,280	39,809	41,402
142	34,230	34,914	35,611	37,034	38,514	40,055	41,657
143	34,440	35,127	35,830	37,262	38,752	40,302	41,913
144	34,648	35,341	36,048	37,488	38,988	40,547	42,169
145	34,858	35,555	36,267	37,718	39,225	40,793	42,425
146	35,068	35,769	36,485	37,944	39,461	41,040	42,681
147	35,278	35,984	36,703	38,171	39,698	41,284	42,936
148	35,489	36,198	36,923	38,399	39,934	41,531	43,194
149	35,699	36,412	37,141	38,626	40,171	41,777	43,449
150	35,909	36,626	37,358	38,853	40,406	42,022	43,703
151	36,119	36,841	37,577	39,079	40,642	42,267	43,957
152	36,328	37,055	37,795	39,307	40,879	42,514	44,213
153	36,538	37,269	38,015	39,535	41,116	42,761	44,470
154	36,748	37,483	38,234	39,762	41,352	43,004	44,724
155	36,958	37,697	37,375	39,989	41,588	43,251	44,981
156	37,169	37,913	38,670	40,217	41,824	43,497	45,236
157	37,379	38,126	38,889	40,443	42,061	43,744	45,494
158	37,589	38,340	39,108	40,671	42,297	43,989	45,749
159	37,799	38,554	39,326	40,898	42,533	44,235	46,004
160	38,008	38,769	39,543	41,125	42,769	44,479	46,258
161	38,218	38,983	39,761	41,351	43,003	44,723	46,512
162	38,428	39,197	39,979	41,578	43,242	44,971	46,770
163	38,638	39,411	40,198	41,807	43,477	45,216	47,024
164	38,849	39,625	40,417	42,033	43,714	45,462	47,281
165	39,059	39,840	40,635	42,261	43,950	45,708	47,536
166	39,269	40,054	40,853	42,487	44,187	45,955	47,793
167	39,479	40,268	41,073	42,715	44,422	46,200	48,047
168	39,688	40,482	41,292	42,942	44,660	46,445	48,302
169	39,898	40,697	41,510	43,169	44,895	46,691	48,557
170	40,108	40,910	41,728	43,395	45,131	46,936	48,813
171	40,318	41,125	41,946	43,624	45,369	47,183	49,071

STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
172	40,529	41,339	42,164	43,851	45,604	47,428	49,325
173	40,739	41,554	42,384	44,078	45,841	47,674	49,581
174	40,949	41,768	42,602	44,306	46,077	47,919	49,837
175	41,159	41,982	42,820	44,533	46,314	48,166	50,093
176	41,368	42,196	43,039	44,760	46,550	48,412	50,348
177	41,578	42,410	43,257	44,986	46,786	48,658	50,603
178	41,788	42,625	43,476	45,215	47,023	48,903	50,858
179	41,998	42,839	43,695	45,442	47,260	49,150	51,116
180	42,208	43,051	43,912	45,669	47,495	49,395	51,371
181	42,419	43,266	44,131	45,895	47,731	49,639	51,624
182	42,629	43,481	44,350	46,124	47,968	49,886	51,881
183	42,839	43,695	44,569	46,351	48,204	50,132	52,137
184	43,048	43,909	44,787	46,577	48,442	50,379	52,393
185	43,258	44,123	45,006	46,806	48,676	50,624	52,648
186	43,468	44,337	45,224	47,032	48,913	50,868	52,902
187	43,678	44,552	45,442	47,260	49,150	51,115	53,160
188	43,888	44,766	45,662	47,487	49,387	51,361	53,416
189	44,099	44,980	45,880	47,715	49,623	51,608	53,672
190	44,309	45,193	46,097	47,941	49,857	51,852	53,925
191	44,519	45,409	46,316	48,168	50,095	52,098	54,182
192	44,728	45,623	46,534	48,396	50,331	52,344	54,437
193	44,938	45,837	46,753	48,623	50,567	52,590	54,693
194	45,148	46,051	46,972	48,849	50,803	52,836	54,950
195	45,358	46,265	47,191	49,077	51,040	53,080	55,204
196	45,568	46,480	47,409	49,305	51,276	53,327	55,461
197	45,779	46,694	47,628	49,533	51,513	53,574	55,716
198	45,989	46,908	47,847	49,760	51,749	53,820	55,972
199	46,199	47,122	48,065	49,986	51,986	54,064	56,226
200	46,408	47,336	48,283	50,214	52,222	54,310	56,482
201	46,618	47,550	48,501	50,440	52,457	54,556	56,737
202	46,828	47,765	48,719	50,668	52,694	54,802	56,997
203	47,038	47,980	48,940	50,897	52,934	55,051	57,252
204	47,248	48,194	49,158	51,125	53,169	55,297	57,508
205	47,459	48,408	49,375	51,350	53,405	55,541	57,762
206	47,669	48,622	49,594	51,577	53,640	55,786	58,018
207	47,879	48,836	49,812	51,806	53,877	56,032	58,273
208	48,088	49,050	50,031	52,032	54,114	56,279	58,530
209	48,298	49,265	50,251	52,260	54,350	56,524	58,786
210	48,508	49,479	50,469	52,488	54,587	56,772	59,043
211	48,718	49,693	50,687	52,715	54,824	57,017	59,297
212	48,928	49,908	50,906	52,942	55,059	57,262	59,553
213	49,139	50,123	51,124	53,168	55,296	57,507	59,807
214	49,349	50,336	51,342	53,396	55,530	57,753	60,062
215	49,559	50,550	51,561	53,623	55,768	57,998	60,317
216	49,768	50,763	51,779	53,849	56,004	58,244	60,572
217	49,978	50,977	51,997	54,077	56,241	58,491	60,830
218	50,188	51,192	52,217	54,306	56,478	58,738	61,087
219	50,398	51,406	52,435	54,590	56,715	58,984	61,343
220	50,608	51,620	52,653	54,760	56,950	59,228	61,597
221	50,818	51,834	52,872	54,987	57,187	59,474	61,853
222	51,029	52,050	53,091	55,215	57,423	59,720	62,109



STEP	# 1	# 2	# 3	# 4	# 5	# 6	# 7
GRADE							
223	51,239	52,264	53,309	55,440	57,658	59,965	62,363
224	51,448	52,478	53,529	55,669	57,896	60,212	62,619
225	51,658	52,691	53,746	55,895	58,131	60,456	62,875
226	51,868	52,905	53,964	56,122	58,368	60,702	63,131
227	52,078	53,120	54,183	56,350	58,605	60,949	63,387
228	52,288	53,334	54,402	56,577	58,841	61,196	63,642
229	52,498	53,548	54,620	56,806	59,077	61,440	63,896
230	52,709	53,762	54,838	57,031	59,312	61,685	64,152
231	52,919	53,977	55,056	57,258	59,548	61,932	64,408
232	53,128	54,192	55,274	57,486	59,785	62,177	64,663
233	53,338	54,406	55,492	57,713	60,021	62,421	64,919
234	53,548	54,620	55,712	57,940	60,258	62,667	65,178
235	53,758	54,833	55,930	58,167	60,493	62,915	65,431
236	53,968	55,048	56,150	58,396	60,731	63,159	65,686
237	54,178	55,262	56,368	58,623	60,967	63,407	65,942
238	54,389	55,476	56,585	58,848	61,203	63,651	66,197
239	54,599	55,690	56,804	59,076	61,439	63,895	66,452
240	54,808	55,905	57,023	59,303	61,676	64,142	66,709
241	55,018	56,119	57,241	59,531	61,911	64,388	66,964
242	55,228	56,333	57,459	59,758	62,149	64,635	67,222
243	55,438	56,548	57,678	59,985	62,385	64,880	67,476
244	55,648	56,762	57,897	60,214	62,621	65,126	67,731
245	55,858	56,976	58,115	60,440	62,858	65,372	67,986
246	56,069	57,247	58,333	60,667	63,093	65,616	68,241
247	56,279	57,404	58,551	60,894	63,330	65,862	68,497
248	56,488	57,618	58,769	61,121	63,566	66,108	68,753
249	56,698	57,833	58,989	61,348	63,802	66,354	69,009
250	56,908	58,047	59,208	61,575	64,039	66,600	69,264
501	27,388	27,881	28,390	29,422	30,497	31,617	0
502	29,115	29,644	30,186	31,290	32,441	33,642	0
503	29,115	29,644	30,186	31,290	32,441	33,642	0
504	30,121	30,630	31,153	32,216	33,323	34,479	0
505	48,594	49,512	50,449	52,363	54,351	56,414	0
506	64,795	66,012	67,247	69,777	72,402	75,139	0
600	0	0	0	0	0	0	10,769
601	0	0	0	0	0	0	42,683
602	0	0	0	0	0	0	45,733
603	0	0	0	0	0	0	48,963
604	0	0	0	0	0	0	61,695
605	0	0	0	0	0	0	81,231

DEPUTY DEAN COMMISSIONER  
 DEPUTY REGISTER OF DEEDS  
 DEPUTY CLERK  
 DEPUTY TREASURER  
 UNDER SHERIFF  
 CHIEF ASS'T. PROSECUTOR  
 SURVEYOR  
 DEAN COMMISSIONER  
 TREASURER  
 CLERK-REGISTER  
 SHERIFF  
 PROSECUTOR

RESOLUTION 96-45

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:

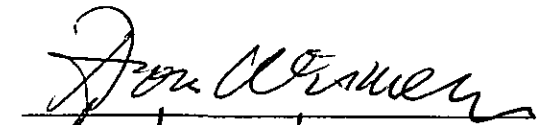
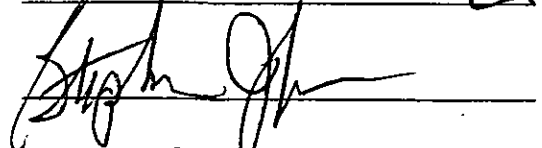

1) That the St. Clair County Administrator/Controller be authorized and empowered to allocate such funds as are necessary for said 1997 Marine Enforcement Program in an amount not to exceed \$211,308.

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

DATED: November 13, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-44

DISTRIBUTING THE 1997 COUNTY ROAD  
APPROPRIATION

WHEREAS, the determination of the Board of County Road Commissioners of County road needs for 1997 has been presented to the St. Clair County Board of Commissioners, and it has been determined to appropriate the sum of \$786,918 from the County General fund.


NOW, THEREFORE, BE IT RESOLVED: that

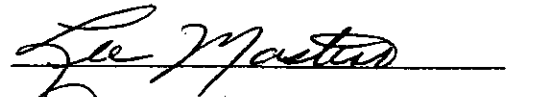


1) An appropriation of \$ 786,918 to be allocated in the 1997 budget, is hereby made for the County Local Road Money Programs to be matched 100% by Townships. These dollars allocated to the Road Commission in four equal payments to be designated for the Townships on a formula basis.

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

DATED: November 13, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-43

ESTABLISHING SALARIES  
OF SPECIFIC COUNTY OFFICERS FOR 1997

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

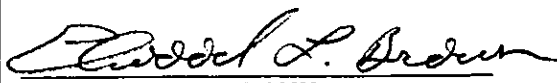
WHEREAS, the St. Clair County Board of Commissioners at a Special Budget Work Session, has reviewed and evaluated the compensation of said Officers and recommended the action specified herein to the full Board of Commissioners, and the Board concluding that said action is due and appropriate.




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 1 year (1997) effective January 1, 1997.
- 3) All resolutions and parts of resolutions in conflict with this resolution, are, to the extent of the conflict, hereby rescinded.

DATED: November 13, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-42

APPORTIONING TAXES FOR 1996

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

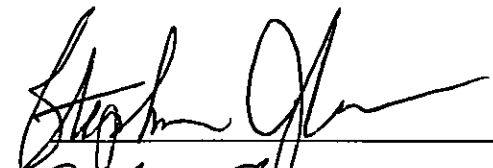

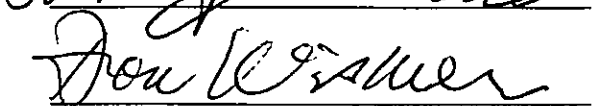
- 1) That the St. Clair County Board of Commissioners does hereby adopt the St. Clair County Tax Report for the year 1996.
- 2) That the apportionment and millage of taxes are to be spread in accordance with the statute in such case made and provided, as evidenced by the St. Clair County Tax Report for the year 1996.
- 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 13, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



EQUALIZATION DEPARTMENT

*County of St. Clair, Michigan*

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (810) 985-2165

REPORT TO: St. Clair County Board of Commissioners  
FROM: John A. McClellan, Acting Director  
DATE: November 13, 1996  
SUBJECT: Adoption of 1996 Apportionment Report Labeled  
Exhibit "A" and dated October 22, 1996

Attached is a copy of the 4 page Apportionment Report (State Form L-4022) dated October 22, 1996, along with a copy of the adopting resolution.

It is required by state law to be adopted during the "October" session even though some millage rates may still be pending and would require "re-adoption" as amended at a later date.

Also attached are 3 pages of rates listed in the grouping in which they are levied, and a 4th page listing the changes in each rate from last year's rate. These 4 pages present a more understandable picture of the rates than the official Form L-4022. However, only the official form is to be adopted.

*A Government of Service*



TO: DEPARTMENT OF TREASURY  
STATE TAX COMMISSION  
TREASURY BUILDING  
LANSING, MI 48922

DATED: October 22, 1996

ADOPTED: \_\_\_\_\_

PAGE 1 OF 4

	TAXABLE VALUATION	SEPARATE OR ALLOCATED	MILLAGES		PURPOSE
			EXTRA - VOTED OPERATE	BLOG-SITE-DEBT	
STATE EDUCATION TAX	3,678,083,276	6.0000			
COUNTY ST. CLAIR	3,678,083,276	5.3869	1.7531	.0000	SENIOR CITIZENS, DRUG TASK FORCE, LIBRARY, PARKS
TOWNSHIPS:					
BERLIN	54,633,987	.8335	.8335	.0000	FIRE
BRACKWAY	26,857,197	.9561	3.2122	.0000	FIRE, ROADS
BURTONVILLE	69,638,330	.7792	1.5292	.0000	BUS, FIRE
CASCO	74,425,096	.8452	.0000	.0000	
CHINA CHARTER	431,399,194	.9966	.9966	.0000	ROADS
CLAY	279,796,483	.6198	.0000	.0000	
CLYDE	91,112,125	.7820	.0000	.0000	
COLUMBUS	88,448,572	.8596	.0000	.0000	
COTTRELLVILLE	69,671,943	.8006	.0000	.0000	
EAST CHINA CHARTER	339,214,547	3.4012	.0000	.3988	SEWER, WATER
EMMETT	29,625,138	.9291	.7500	.0000	NEW TOWNSHIP HALL
FORT GRATIOT CHARTER	243,645,216	.7378	.6490	.0000	BUS
GRANT	24,390,267	.9034	2.7102	1.6208	FIRE, ROADS, NEW TOWNSHIP HALL
GREENWOOD	77,609,744	1.0000	2.0000	.0000	FIRE, ROADS, REFUSE
IRA	106,781,838	.7200	.9200	1.3600	FIRE, WATER
KENOCREE	35,144,912	.8330	1.7149	.0000	FIRE
KIMBALL	105,292,665	.8615	.0000	.0000	
LYNN	19,583,998	.9813	.9813	.0000	ROADS
MUSSEY	65,730,258	.9518	1.1422	.0000	FIRE
PORT HURON CHARTER	147,304,265	1.0000	2.2900	1.0000	FIRE, ROADS, BUS, SEWER
PILEY	53,612,362	.8438	.0000	.0000	
ST. CLAIR	141,486,416	.8424	.0000	.0000	
WALES	47,663,606	.8370	.0000	.0000	

CITIES:	TAXABLE VALUATION	TOTAL TAX RATES	DOLLARS OF AD VALOREM TAXES LEVIED
ALGONAC	70,989,676	14.5746	1,034,646
MARINE CITY	76,972,583	22.7500	1,751,126
MARYSVILLE	265,223,219	16.8100	4,458,402
MEMPHIS	5,399,712	16.1928	87,436
PORT HURON	476,834,153	16.8210	8,102,979 (A)
ST. CLAIR	137,639,098	16.6245	2,288,181
YALE	21,966,676	13.0873	287,484
VILLAGES:			
CAPAC	17,866,580	24.4353	436,575
EMMETT	3,169,514	6.1021	19,341

(A) INCLUDES DOWNTOWN DEVELOPMENT AUTHORITY

CERTIFICATION

I HEREBY CERTIFY THAT THIS REPORT IS A TRUE STATEMENT OF THE TAXABLE VALUATIONS OF EACH ASSESSING DISTRICT AND OF ALL AD VALOREM MILLAGES APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1996.

\_\_\_\_\_  
(SIGNATURE) COUNTY CLERK

NOTARIZATION

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
COUNTY, MICHIGAN

\_\_\_\_\_  
COUNTY OF

STATE OF MICHIGAN

55

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ MY COMMISSION AS NOTARY EXPIRES \_\_\_\_\_ 19\_\_\_\_

STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS  
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1996

EXHIBIT "A"

DATED: October 22, 1996

ADOPTED: \_\_\_\_\_

PAGE 2 OF 4

ALL PRO- PERTY	NON HOME- STEAD	SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
					ISO ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE   BLOG-SITE-DEBT		
X		ALGONAC COMM.	74-030 CITY OF ALGONAC	70,989,676		.0000 *	3.2500 *	
	X		CITY OF ALGONAC	21,325,679		18.0000 *	.0000 *	
X			CLAY TOWNSHIP	279,796,483		.0000 *	3.2500 *	
	X		CLAY TOWNSHIP	96,633,375		18.0000 *	.0000 *	
X			IRA TOWNSHIP	49,481,410		.0000 *	3.2500 *	
	X		IRA TOWNSHIP	16,894,307		18.0000 *	.0000 *	
X		CAPAC COMM.	74-040 BERLIN TOWNSHIP	22,385,048		.0000	1.5000	
	X		BERLIN TOWNSHIP	4,983,380		18.0000	.0000	
X			BROCKWAY TOWNSHIP	281,226		.0000	1.5000	
	X		BROCKWAY TOWNSHIP	12,850		18.0000	.0000	
X			EMMETT TOWNSHIP	13,955,232		.0000	1.5000	
	X		EMMETT TOWNSHIP	2,192,782		18.0000	.0000	
X			LYNN TOWNSHIP	10,420,146		.0000	1.5000	
	X		LYNN TOWNSHIP	3,117,334		18.0000	.0000	
X			MUSSEY TOWNSHIP	55,730,258		.0000	1.5000	
	X		MUSSEY TOWNSHIP	29,385,473		19.0000	.0000	
X			RILEY TOWNSHIP	18,003,924		.0000	1.5000	
	X		RILEY TOWNSHIP	2,771,955		18.0000	.0000	
X		EAST CHINA TWP.	74-050 CITY OF MARINE CITY	76,972,583		.0000	2.0000	
	X		CITY OF MARINE CITY	36,416,505		18.0000	.0000	
X			CITY OF ST. CLAIR	137,639,098		.0000	2.0000	
	X		CITY OF ST. CLAIR	51,816,663		18.0000	.0000	
X			CASCO TOWNSHIP	30,435,584		.0000	2.0000	
	X		CASCO TOWNSHIP	7,960,421		18.0000	.0000	
X			CHINA TOWNSHIP	431,399,194		.0000	2.0000	
	X		CHINA TOWNSHIP	374,061,512		18.0000	.0000	
X			COLUMBUS TOWNSHIP	27,224,453		.0000	2.0000	
	X		COLUMBUS TOWNSHIP	8,741,163		18.0000	.0000	
X			COTTRELLVILLE TWP.	69,671,943		.0000	2.0000	
	X		COTTRELLVILLE TWP.	16,469,792		18.0000	.0000	
X			EAST CHINA TWP.	339,214,547		.0000	2.0000	
	X		EAST CHINA TWP.	270,545,008		18.0000	.0000	
X			IRA TOWNSHIP	10,740,657		.0000	2.0000	
	X		IRA TOWNSHIP	2,995,621		18.0000	.0000	
X			ST. CLAIR TOWNSHIP	105,633,031		.0000	2.0000	
	X		ST. CLAIR TOWNSHIP	25,347,987		18.0000	.0000	
X		MARYSVILLE PUBLIC	74-100 CITY OF MARYSVILLE	265,223,219		.0000 *	2.9500	
	X		CITY OF MARYSVILLE	149,532,914		18.0000 *	.0000	
X			COLUMBUS TOWNSHIP	2,532,696		.0000	2.9500	
	X		COLUMBUS TOWNSHIP	328,386		18.0000	.0000	
X			KIMBALL TOWNSHIP	24,546,626		.0000	2.9500	
	X		KIMBALL TOWNSHIP	6,814,077		18.0000	.0000	
X			ST. CLAIR TOWNSHIP	35,853,365		.0000	2.9500	
	X		ST. CLAIR TOWNSHIP	10,843,240		18.0000	.0000	
X			WALES TOWNSHIP	742,659		.0000	2.9500	
	X		WALES TOWNSHIP	185,109		18.0000	.0000	
X		MEMPHIS COMM.	74-120 CITY OF MEMPHIS	5,399,712		.0000	1.0000	
	X		CITY OF MEMPHIS	2,152,485		18.0000	.0000	
X			COLUMBUS TOWNSHIP	2,319,635		.0000	1.0000	
	X		COLUMBUS TOWNSHIP	698,462		18.0000	.0000	
X			KENOCKEE TOWNSHIP	433,028		.0000	1.0000	
	X		KENOCKEE TOWNSHIP	30,695		18.0000	.0000	
X			KIMBALL TOWNSHIP	113,228		.0000	1.0000	
	X		KIMBALL TOWNSHIP	77,263		18.0000	.0000	
X			RILEY TOWNSHIP	27,543,145		.0000	1.0000	
	X		RILEY TOWNSHIP	5,418,151		18.0000	.0000	
X			WALES TOWNSHIP	33,902,057		.0000	1.0000	
	X		WALES TOWNSHIP	6,726,174		18.0000	.0000	
X		PORT HURON AREA	74-010 CITY OF PORT HURON	476,834,153		.0000 *	2.0000 *	
	X		CITY OF PORT HURON	258,546,412		18.0000 *	.0000 *	
X			BURTCVILLE TWP.	51,581,453		.0000 *	2.0000 *	
	X		BURTCVILLE TWP.	14,501,859		18.0000 *	.0000 *	
X			CLYDE TOWNSHIP	79,971,921		.0000 *	2.0000 *	
	X		CLYDE TOWNSHIP	10,014,851		18.0000 *	.0000 *	
X			FORT GRATIOT TWP.	243,645,216		.0000 *	2.0000 *	
	X		FORT GRATIOT TWP.	101,865,328		18.0000 *	.0000 *	
X			GRANT TOWNSHIP	10,449,022		.0000 *	2.0000 *	
	X		GRANT TOWNSHIP	1,112,812		18.0000 *	.0000 *	
X			KENOCKEE TOWNSHIP	69,188		.0000 *	2.0000 *	
	X		KENOCKEE TOWNSHIP	32,842		18.0000 *	.0000 *	
X			KIMBALL TOWNSHIP	80,622,811		.0000 *	2.0000 *	
	X		KIMBALL TOWNSHIP	29,650,240		18.0000 *	.0000 *	
X			PORT HURON TOWNSHIP	147,304,265		.0000 *	2.0000 *	
	X		PORT HURON TOWNSHIP	65,292,138		18.0000 *	.0000 *	
X			WALES TOWNSHIP	7,532,211		.0000 *	2.0000 *	
	X		WALES TOWNSHIP	1,392,583		18.0000 *	.0000 *	



STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS  
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1996

EXHIBIT "A"

DATED: October 22, 1996

ADOPTED: \_\_\_\_\_

PAGE 3 OF 4

ALL PRO- PERTY	NON HOME- STEAD	SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES			COUNTY USE (NOTES, REMARKS, COMMENTS)
					ISD ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE   BLDG-SITE-DEBT		
X		YALE PUBLIC	74-130 CITY OF YALE	21,966,676		.0000	4.2500	
	X		CITY OF YALE	9,503,020		18.0000	.0000	
X			BROCKWAY TOWNSHIP	26,575,971		.0000	4.2500	
	X		BROCKWAY TOWNSHIP	5,746,854		18.0000	.0000	
X			CLYDE TOWNSHIP	11,140,204		.0000	4.2500	
	X		CLYDE TOWNSHIP	2,734,939		18.0000	.0000	
X			EMMETT TOWNSHIP	15,669,906		.0000	4.2500	
	X		EMMETT TOWNSHIP	3,432,786		18.0000	.0000	
X			GRANT TOWNSHIP	5,097,513		.0000	4.2500	
	X		GRANT TOWNSHIP	740,367		18.0000	.0000	
Y			GREENWOOD TOWNSHIP	76,862,908		.0000	4.2500	
	X		GREENWOOD TOWNSHIP	63,371,558		18.0000	.0000	
X			KENOCKEE TOWNSHIP	34,642,696		.0000	4.2500	
	X		KENOCKEE TOWNSHIP	7,854,763		18.0000	.0000	
X			LYNN TOWNSHIP	6,413,382		.0000	4.2500	
	X		LYNN TOWNSHIP	649,897		18.0000	.0000	
X			RILEY TOWNSHIP	286,827		.0000	4.2500	
	X		RILEY TOWNSHIP	254,332		18.0000	.0000	
X			MALES TOWNSHIP	5,486,679		.0000	4.2500	
	X		MALES TOWNSHIP	1,305,643		18.0000	.0000	
ST. CLAIR COUNTY:								
		INTERMEDIATE SCH.	74-000 ALL OF THE ABOVE	3,460,737,085	.1970 *	.0000	.0000	
		SPECIAL EDUCATION	ALL OF THE ABOVE	3,460,737,085	.0000	2.3455 *	.0000	
		VOCATIONAL ED.	ALL OF THE ABOVE	3,460,737,085	.0000	.9382 *	.0000	
		COMM. COLLEGE	5359 ALL OF THE ABOVE	3,460,737,085	.0000	1.4076 *	.0000	
LAPEER COUNTY:								
		INTERMEDIATE SCH.	44-020 BERLIN TOWNSHIP	18,217,880	.2060	.0000	.0000	
		SPECIAL EDUCATION	44-020 BERLIN TOWNSHIP	18,217,880	.0000	.9154	.0000	
		VOCATIONAL ED.	44-020 BERLIN TOWNSHIP	18,217,880	.0000	2.1054	.0000	
MACOMB COUNTY:								
		INTERMEDIATE SCH.	50-050 BERLIN TOWNSHIP	14,031,059	.2101 *	.0000	.0000	
			50-040 CASCO TOWNSHIP	11,508,307	.2101	.0000	.0000	
			50-180 CASCO TOWNSHIP	32,481,205	.2101	.0000	.0000	
			50-180 COLUMBUS TOWNSHIP	56,371,588	.2101	.0000	.0000	
			50-040 IRA TOWNSHIP	46,559,771	.2101 *	.0000	.0000	
			50-050 RILEY TOWNSHIP	7,778,466	.2101 *	.0000	.0000	
		SPECIAL EDUCATION	50-050 BERLIN TOWNSHIP	14,031,059	.0000	1.8266 *	.0000	
			50-040 CASCO TOWNSHIP	11,508,307	.0000	1.8266	.0000	
			50-180 CASCO TOWNSHIP	32,481,205	.0000	1.8266	.0000	
			50-180 COLUMBUS TOWNSHIP	56,371,588	.0000	1.8266	.0000	
			50-040 IRA TOWNSHIP	46,559,771	.0000	1.8266 *	.0000	
			50-050 RILEY TOWNSHIP	7,778,466	.0000	1.8266 *	.0000	
SANILAC COUNTY:								
		INTERMEDIATE SCH.	76-080 BURTCVILLE TWP.	18,056,877	.2184	.0000	.0000	
			76-080 GRANT TOWNSHIP	8,843,732	.2184	.0000	.0000	
			76-080 GREENWOOD TOWNSHIP	746,836	.2184	.0000	.0000	
			76-060 LYNN TOWNSHIP	2,750,470	.2184	.0000	.0000	
		SPECIAL EDUCATION	76-080 BURTCVILLE TWP.	18,056,877	.0000	.7863	.0000	
			76-080 GRANT TOWNSHIP	8,843,732	.0000	.7863	.0000	
			76-080 GREENWOOD TOWNSHIP	746,836	.0000	.7863	.0000	
			76-060 LYNN TOWNSHIP	2,750,470	.0000	.7863	.0000	
		VOCATIONAL ED.	76-080 BURTCVILLE TWP.	18,056,877	.0000	1.7474	.0000	
			76-080 GRANT TOWNSHIP	8,843,732	.0000	1.7474	.0000	
			76-080 GREENWOOD TOWNSHIP	746,836	.0000	1.7474	.0000	
			76-060 LYNN TOWNSHIP	2,750,470	.0000	1.7474	.0000	

STATEMENT SHOWING TAXABLE VALUATION AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS  
OF THE COUNTY OF ST. CLAIR FOR THE YEAR 1996

EXHIBIT "A"

DATED: October 22, 1996

ADOPTED: \_\_\_\_\_

PAGE 4 OF 4

ALL NON HOME- STEAD	SCHOOL DISTRICTS NAME AND CODES	TOWNSHIP OR CITY WHERE SCHOOL DISTRICT IS LOCATED	TAXABLE VALUATION	MILLAGES		COUNTY USE (NOTES, REMARKS, COMMENTS)
				ISD ONLY SEPARATE OR ALLOCATED	EXTRA - VOTED OPERATE   BLDG-SITE-DEBT	
X	ALMONT	44-020 BERLIN TOWNSHIP BERLIN TOWNSHIP	18,217,880 3,029,584	.0000 18.0000	8.4500 .0000	
X	ANCHOR BAY	50-040 CASCO TOWNSHIP CASCO TOWNSHIP IRA TOWNSHIP IRA TOWNSHIP	11,508,307 4,485,215 46,559,771 22,782,645	.0000 * 18.0000 * .0000 * 18.0000 *	7.0000 * .0000 * 7.0000 * .0000 *	
X	ARMADA AREA	50-050 BERLIN TOWNSHIP BERLIN TOWNSHIP RILEY TOWNSHIP RILEY TOWNSHIP	14,031,059 3,546,986 7,778,466 1,446,188	.0000 * 18.0000 * .0000 * 18.0000 *	7.0000 * .0000 * 7.0000 * .0000 *	
X	RICHMOND COMM.	50-180 CASCO TOWNSHIP CASCO TOWNSHIP COLUMBUS TOWNSHIP COLUMBUS TOWNSHIP	32,481,205 7,377,913 56,371,588 17,981,599	.0000 * 18.0000 * .0000 * 18.0000 *	5.1500 * .0000 * 5.1500 * .0000 *	
X	BROWN CITY COMM.	76-060 LYNN TOWNSHIP LYNN TOWNSHIP	2,750,470 329,769	.0000 18.0000	1.0000 .0000	
X	CROSWELL-LEX.	76-080 BURTCVILLE TWP. BURTCVILLE TWP. GRANT TOWNSHIP GRANT TOWNSHIP GREENWOOD TOWNSHIP GREENWOOD TOWNSHIP	18,056,877 4,926,568 8,843,732 1,842,737 746,836 95,305	.0000 18.0000 .0000 18.0000 .0000 18.0000	4.0000 .0000 4.0000 .0000 4.0000 .0000	

\* SCHOOL DISTRICTS LEVYING A 1996 SUMMER TAX

SCHOOL DISTRICT	NUMBER	PURPOSE	MILLAGE RATE	
			JULY	DECEMBER
St. Clair County Intermediate	74-000	Oper. Oper.	.1970 a -0- b	-0- a .1970 b
Special Education		Oper. Oper.	2.3455 a -0- b	-0- a 2.3455 b
Vocational Education		Oper. Oper.	.9382 a -0- b	-0- a .9382 b
Port Huron Area	74-010	Oper. Debt	24.0000 c 2.0000 c	-0- c -0- c
Algonac Community	74-010	Oper. Debt	12.0000 d 3.2500 d	12.0000 d -0- d
Marysville Public	74-100	Oper. Debt Oper. Debt	24.0000 e -0- e -0- f -0- f	-0- e 2.9500 e 24.0000 f 2.9500 f
St. Clair County Community College	5359	Oper.	1.4076 g	1.4076 b
Macomb County Intermediate	50-000	Oper.	.2101 h	.2101 i
Special Education		Oper.	1.8266 h	1.8266 i
Anchor Bay	50-040	Oper. Debt Debt	12.0000 j 4.8000 k 2.4000 l	12.0000 j 2.2000 k 4.6000 l
Armada Area	50-050	Oper. Debt	12.0000 m 3.5000 m	12.0000 m 3.5000 m
Richmond Community	50-180	Oper. Debt	12.0000 i .8250 i	12.0000 i .8250 i

LEVIED IN: a = Cities of Algonac, Marysville, Port Huron and Townships of Burtchville, Clay, Clyde, Port Gratiot, Grant, Ira, Port Huron, and Wales  
b = Balance of district  
c = City of Port Huron and Townships of Burtchville, Clyde, Port Gratiot, Grant, Kenockee, Kimball, Port Huron and Wales  
d = City of Algonac and Townships of Clay and Ira  
e = City of Marysville  
f = Townships of Columbus, Kimball, St. Clair and Wales  
g = Cities of Algonac, Marine City, Marysville, Port Huron, St. Clair, and Ypsilanti  
h = Berlin, Ira, and Riley Townships  
i = Casco and Columbus Townships  
j = Casco and Ira Townships  
k = Casco Township  
l = Ira Township  
m = Berlin and Riley Townships

**ST. CLAIR COUNTY 1996 TAX RATES**  
**RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION**  
**TOTAL RATES ARE FOR NON-HOMESTEAD PROPERTY**

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	TAXABLE VALUE	K-12 SCHOOLS OPERATING		SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1996 RATE	PREVIOUS 1995 RATE	RATES 1994 RATE
		STATE	LOCAL	LOCAL	DEBT	VOTED OPER.	DEBT	FIXED OPER.	SP. ED. VOTED	ED VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.			
<b>BERLIN</b>																
44-020 Almont Com (1)	18,217,880	6,000	18,000	8,450	None	None	None	0.2060	0.9154	2,1054	A, B, C, D	0.8335	Fire	44.4838	44.4632	44.4894
50-050 Armedia (2)	14,031,059	6,000	18,000	7,000	None	None	None	0.2101	1.8266	None	1.7531	0.8335	0.8335	41.8437	41.8231	42.4493
74-040 Capac Com	22,385,048	6,000	18,000	1,500	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.8335	0.8335	39.1953	39.1747	39.2009
<b>BROCKWAY</b>																
74-040 Capac Com	281,226	6,000	18,000	1,500	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.9561	E, F	41.6966	41.6395	41.63
74-130 Yale Public	26,575,971	6,000	18,000	4,250	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.9561	3.2122	44.4466	44.3895	44.3895
<b>BURTCVILLE</b>																
74-010 Port Huron Area	51,581,453	6,000	18,000	2,000	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.7792	G, H	40.3367	40.5867	40.5
76-080 Cros-Lex Com (3)	18,056,877	6,000	18,000	4,000	None	None	None	0.2184	0.7863	1.7474	1.7531	0.7792	1.5292	40.2005	40.4505	40.3505
<b>CASCO</b>																
50-040 Anchor Bay (2)	11,508,307	6,000	18,000	7,000	None	None	None	0.2101	1.8266	None	1.7531	0.8452	None	41.0219	38.6735	38.9335
50-180 Richmond Com (2)	32,481,205	6,000	18,000	5,150	None	None	None	0.2101	1.8266	None	1.7531	0.8452	None	39.1719	35.6735	35.5235
74-050 East China	30,435,584	6,000	18,000	2,000	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.8452	None	38.8735	38.8751	38.8751
<b>CHINA</b>																
74-050 East China	431,399,194	6,000	18,000	2,000	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.9966	Roads	40.0215	40.0275	39.8588
<b>CLAY</b>																
74-030 Algonac Com	279,796,483	6,000	18,000	3,250	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.6198	None	39.8981	39.8983	39.8983
<b>GLYDE</b>																
74-010 Port Huron Area	79,971,921	6,000	18,000	2,000	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.7820	None	38.8103	38.8114	38.8114
74-130 Yale Public	11,140,204	6,000	18,000	4,250	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.7820	None	41.0603	41.0614	41.0614
<b>COLUMBUS</b>																
50-180 Richmond Com (2)	56,371,588	6,000	18,000	5,150	None	None	None	0.2101	1.8266	None	1.7531	0.8596	None	39.1863	35.6863	35.57
74-050 East China	27,224,453	6,000	18,000	2,000	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.8596	None	38.8879	38.8879	38.8
74-100 Marysville Public	2,532,896	6,000	18,000	2,950	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.8596	None	39.8379	39.8379	37.3
74-120 Memphis Com	2,319,635	6,000	18,000	1,000	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.8596	None	37.8879	37.8879	37.8879
<b>COTTRELLVILLE</b>																
74-050 East China	69,671,943	6,000	18,000	2,000	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.8006	None	38.8289	38.8289	38.8289
<b>EAST CHINA</b>																
74-050 East China	339,214,547	6,000	18,000	2,000	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	3.4012	Sh. /Wat.	41.8283	41.9757	41.8474
<b>EMMETT</b>																
74-040 Capac Com	13,955,232	6,000	18,000	1,500	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.9291	Temp. Hall	39.2074	38.4775	38.4775
74-130 Yale Public	15,669,906	6,000	18,000	4,250	1,4076	None	None	0.1970	2.3455	0.9382	1.7531	0.9291	0.7500	41.9574	41.2275	41.2275
VILLAGE OF EMMETT	3,169,514											6.1021	None	6.1021	5.9648	6.1021

(1) = Lapeer County  
(2) = Macomb County  
(3) = Sanilac County

A=Senior Citizen .4694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000  
E=Roads 1.3000 F=Fire 1.9122 G=Fire .7792 H=Bus .7500

\* Village Taxable also included in Township Taxable

VILLAGE RATES ARE IN ADDITION TO RATES LISTED ON LINES ABOVE

ST. CLAIR COUNTY 1996 TAX RATES  
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION  
 TOTAL RATES ARE FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE SCHOOL DISTRICT	TAXABLE VALUE	K--12 OPERATING		SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1996 RATE	PREVIOUS 1995 RATE	RATES 1994 RATE	
		STATE	LOCAL	LOCAL	DEBT	VOTED OPER.	SP. ED. VOTED	ED. VOTED	FIXED OPER.	EXTRA VOTED	FIXED OPER.	OTHER					
<b>FORT GRATIOT</b>																	
74-010 Port Huron Area	243,645,216	6.0000	18.0000	2.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7378	0.6490	39.4151	39.3661	39.4161
<b>GRANT</b>																	
74-010 Port Huron Area	10,449,022	6.0000	18.0000	2.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9034	4.3310	43.2627	41.6747	41.6747
74-130 Yale Public	5,097,513	6.0000	18.0000	4.2500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9034	4.3310	45.5127	43.9247	43.9247
76-080 Cros-Lex Com (3)	8,843,752	6.0000	18.0000	4.0000	None	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	0.9034	4.3310	43.1265	41.5385	41.4385
<b>GREENWOOD</b>																	
74-130 Yale Public	76,862,908	6.0000	18.0000	4.2500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	1.0000	2.0000	43.2783	43.2783	43.2783
76-080 Cros-Lex Com (3)	746,836	6.0000	18.0000	4.0000	None	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	1.0000	2.0000	40.8921	40.8921	40.8921
<b>IRA</b>																	
50-040 Anchor Bay (2)	46,559,771	6.0000	18.0000	7.0000	None	None	None	0.2101	1.8266	None	5.3869	1.7531	0.7200	2.2800	43.1767	41.9608	40.7208
74-030 Algonac Com	49,481,410	6.0000	18.0000	3.2500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7200	2.2800	42.2783	43.4124	41.9124
74-050 East China	10,740,657	6.0000	18.0000	2.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.7200	2.2800	41.0283	42.1624	40.6624
<b>KENDOCKEE</b>																	
74-010 Port Huron Area	69,188	6.0000	18.0000	2.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8330	1.7149	40.5762	40.5885	40.5885
74-120 Memphis Com	433,028	6.0000	18.0000	1.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8330	1.7149	39.5762	39.5885	39.5885
74-120 Yale Public	34,642,696	6.0000	18.0000	4.2500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8330	1.7149	42.8262	42.8385	42.8385
<b>KI ALL</b>																	
74-010 Port Huron Area	80,622,811	6.0000	18.0000	2.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8615	None	38.8898	38.8893	38.8912
74-100 Marysville Public	24,546,626	6.0000	18.0000	2.9500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8615	None	39.8398	39.8393	37.3912
74-120 Memphis Com	113,228	6.0000	18.0000	1.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8615	None	37.8898	37.8893	37.8912
<b>LYNN</b>																	
74-040 Capac Com	10,620,146	6.0000	18.0000	1.5000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9813	0.9813	39.4909	39.4943	39.4943
74-130 Yale Public	6,413,382	6.0000	18.0000	4.2500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9813	0.9813	42.2409	42.2443	42.2443
76-060 Brown City Com(3)	2,750,470	6.0000	18.0000	1.0000	None	None	None	0.2184	0.7863	1.7474	5.3869	1.7531	0.9813	0.9813	36.8547	37.6081	37.5581
<b>MUSSEY</b>																	
74-040 Capac Com	65,730,258	6.0000	18.0000	1.5000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.9518	1.1422	39.6223	39.6223	39.57
VILLAGE OF CAPAC	17,866,580	6.0000	18.0000	1.0000	None	None	None	0.1970	2.3455	0.9382	5.3869	1.7531	11.4538	12.9815	24.4353	22.4353	22.4
<b>PORT HURON</b>																	
74-010 Port Huron Area	147,304,265	6.0000	18.0000	2.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	1.0000	3.2900	42.3183	42.1725	42.6725
<b>RILEY</b>																	
50-050 Armada (2)	7,778,466	6.0000	18.0000	7.0000	None	None	None	0.2101	1.8266	None	5.3869	1.7531	0.8438	None	41.0205	41.0283	41.6283
74-040 Capac Com	18,003,924	6.0000	18.0000	1.5000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8438	None	38.3721	38.3799	38.3799
74-120 Memphis Com	27,543,145	6.0000	18.0000	1.0000	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8438	None	37.8721	37.8799	37.8799
74-130 Yale Public	286,827	6.0000	18.0000	4.2500	None	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8438	None	41.1221	41.1299	41.1299

(2) = Macomb County  
 (3) = Sanilac County  
 A=Senior Citizen .4694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000 E=Fire .9034 J=Roads 1.8068 K=Fire 1.7800  
 L=Water .5000 M=Streets 6.5815 N=Sewer 6.4000 O=Roads 1.0000 P=Sewer 1.0000 Q=Fire .5000 R=Bus .7900 h=Imp. Hall 1.6208  
 \* Village Taxable also included in Township Taxable

ST. CLAIR COUNTY 1996 TAX RATES  
 RATES ARE EXPRESSED AS DOLLARS PER \$1,000 OF TAXABLE VALUATION  
 TOTAL RATES ARE FOR NON-HOMESTEAD PROPERTY

TOWNSHIP, VILLAGE AND SCHOOL DISTRICT	TAXABLE VALUE	K--12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOLS		COUNTY		TOWNSHIPS		TOTAL 1996 RATE	PREVIOUS 1995 RATE	RATES 1994
		OPERATING STATE	LOCAL	DEBT	VOTED OPER.	DEBT	VOTED OPER.	FIXED OPER.	EXTRA VOTED	FIXED OPER.	OTHER			
ST. CLAIR														
74-050 East China	105,633,031	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8424	38.8707	38.8707
74-100 Marysville Public	35,853,385	6.0000	18.0000	2.9500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8424	39.8207	39.8207
MALES														
74-010 Port Huron Area	7,532,211	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8370	38.8653	38.8738
74-100 Marysville Public	742,659	6.0000	18.0000	2.9500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8370	39.8153	39.8238
74-120 Memphis Com	33,902,057	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8370	37.8653	37.8738
74-130 Yale Public	5,486,679	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	0.8370	41.1153	41.1238

CITIES AND SCHOOL DISTRICTS	TAXABLE VALUE	K--12 SCHOOLS		COLLEGE		INTERMEDIATE SCHOOL		COUNTY		CITIES		TOTAL 1995 RATE	PREVIOUS 1994 RATE	RATES 1993
		OPERATING STATE	LOCAL	DEBT	VOTED OPER.	DEBT	VOTED OPER.	FIXED OPER.	EXTRA VOTED	FIXED OPER.	OTHER			
CITY OF ALGONAC														
74-030 Algonac Com	70,989,676	6.0000	18.0000	3.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	10.8477	53.8529	53.9424
CITY OF MARINE CITY														
74-050 East China	76,972,583	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	17.4000	60.7783	61.4283
CITY OF MARYSVILLE														
74-100 Marysville Public	265,223,219	6.0000	18.0000	2.9500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	12.7100	57.7883	55.7883
CITY OF MEMPHIS														
74-120 Memphis Com	5,399,712	6.0000	18.0000	1.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	16.1928	53.2211	53.2943
CITY OF PORT HURON														
74-010 Port Huron Area	476,834,153	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	11.3376	54.8493	54.8502
CITY OF ST. CLAIR														
74-050 East China	137,639,098	6.0000	18.0000	2.0000	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	13.3904	54.6528	54.2729
CITY OF YALE														
74-130 Yale Public	21,966,676	6.0000	18.0000	4.2500	1.4076	None	0.1970	2.3455	0.9382	5.3869	1.7531	13.0873	53.3656	53.4063

A=Senior Citizen .4694 B=Drug Task Force .2837 C=Library .5000 D=Parks, Rec. .5000 S=Sewer Debt 1.5000  
 T=Sewer Oper. 2.2269 U=Waste Water Plant 1.0500 V=Sewer/Streets 4.3000 W=Refuse 1.4000 X=Roads 1.5000  
 Y=Capital Improvement 1.2000 Z=Bus .6490 a=Streets 2.0000 b=Refuse 2.8344 c=Water .2959 d=Sewer .9883  
 e=Sewer Separation 1.1682 f=Streets .7817 g=Bld. Auth. 2.0000

RESOLUTION 96-41

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, Carol Eveningred, St. Clair County Drain Commissioner, has prepared and submitted to this Board of Commissioners, her drain assessment roll, which meets the requirements of the statute.


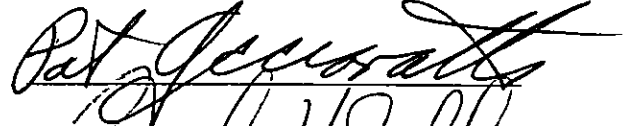

**NOW, THEREFORE, BE IT RESOLVED:**

- 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: NOVEMBER 13, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

1996 COUNTY AT LARGE ASSESSMENTS

Cooper Drain	\$	76.50	Number 14 Drain	\$	242.00
Crapo Creek		4,522.00	Number 206 Drain		118.13
E. Br. Jordon Creek		411.60	Number 209 Drain		1,321.63
Fraser Drain		1,907.78	Oakwood Storm Sewer		1,603.88
Galley Drain		3,100.00	Podingott Drain		449.01
Huffman & Brs. Dr.		886.00	Railroad Drain		884.59
Jackson Drain		7,954.62	Br. #1 Section 24 Dr.		12,601.06
Jerome Drain		1,809.50	Sharrard Burgess Dr.		3,312.80
Layle Robbins Dr.		1,729.20	Talmadge Drain		333.34
Lovejoy Drain		1,986.67	Wait Drain		7,541.39
N. Br. Mill Creek		765.00	Weese Drain		311.08
S. Br. Mill Creek		15,379.14			
Newland Drain		675.00			
Total					\$69,921.92

RELATIVE TO  
"PER DIEMS" FOR BOARDS AND COMMISSIONS

WHEREAS, it is the duty of the St. Clair County Board of Commissioners annually, to determine the "Per Diems" to be paid to members of Boards and Commissions in cases where no 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 Board and Commissions should be \$30.00 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 1997, the "Per Diem" to be paid to members of Board and Commissions appointed by the St. Clair County Board of Commissioners, shall be \$30.00 per day, plus such mileage allowance for travel as the Board of Commissioners from time to time may determine.

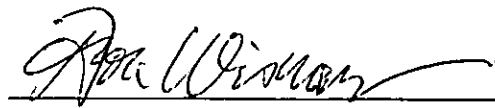
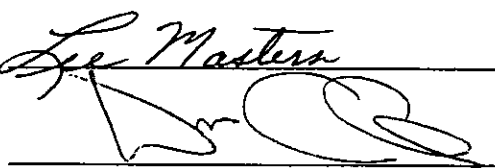
2) That such payments shall be limited to those Boards and Commissions for which the payment of "Per Diem" is specifically allowed by statute and not otherwise prohibited.

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

DATED: October 23, 1996

Reviewed and approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



RESOLUTION 96-39

SUPPORTING MICHIGAN PROBATE JUDGES ASSOCIATION POSITION  
TO CONTINUE NEGOTIATIONS WITH F.I.A. REGARDING  
JUVENILE DELINQUENT CARE

WHEREAS, St. Clair County Board of Commissioners (hereafter "Board") is concerned with the direction the Michigan Family Independence Agency and the Michigan Association of Counties are taking regarding the proper care and treatment of juvenile delinquents; and

WHEREAS, the Board has reviewed and studied the resolution adopted by the Michigan Probate Judges Association (hereafter "MPJA") attached hereto as Exhibit "A"; and

WHEREAS, the Board agrees with the provisions of the resolution adopted by the MPJA and feels that all the issues addressed in the MPJA resolution must be considered before any significant and equitable legislation can be undertaken in this matter.

NOW, THEREFORE, BE IT RESOLVED, that the Board supports and adopts the position of the MPJA and requests that the Michigan Association of Counties and the Michigan Family Independence Agency examine these issues.

BE IT FURTHER RESOLVED, that the Michigan Family Independence Agency be requested to fully disclose all revenues and expenditures in providing delinquency services.

BE IT FURTHER RESOLVED, that the Board requests that any legislation or plan proposed should address items 1-10 on Exhibit "A" in a favorable manner to all Michigan Counties.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Michigan Association of Counties Board of Directors, the Michigan Association of Counties Executive Director, The Director of the Family Independence Agency, Governor John Engler, Senator Dan DeGrow, Representatives Karen Willard and Terry London.

DATED: October 9, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

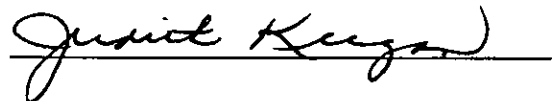


EXHIBIT A

RESOLUTION BY THE MICHIGAN PROBATE JUDGES  
ASSOCIATION

RESOLUTION TO CONTINUE NEGOTIATIONS WITH THE  
FAMILY INDEPENDENCE AGENCY

WHEREAS, the Michigan Probate Judges Association (hereafter "MPJA") is concerned with the proper care and treatment of juvenile delinquents in order to protect the public and provide rehabilitative opportunities for these youth; and

WHEREAS, the Family Independence Agency, formerly known as the Michigan Department of Social Services, has requested that MPJA consider a proposal to realign financial responsibility and decision-making authority for delinquent youth at the local judicial authority level; and

WHEREAS, the MPJA has carefully considered the proposal and urges continued discussion of the proposal; and

WHEREAS, the MPJA has adopted the following GOAL STATEMENT in an effort to clarify their position and identify the issues that must be resolved in decision-making authority to local judicial authority.

NOW THEREFORE, BE IT RESOLVED, with regard to juvenile delinquent acts, our state and local governments have a responsibility to the citizens of the state to provide appropriate consequences, promote rehabilitation, and facilitate restitution in a locally directed system where local juvenile courts maintain probation services, select out-of-home placements and choose among available services in an equitably funded system made up of shared federal, state and local resources, a system which promotes flexibility so that the various divergent needs throughout the state may be addressed in a manner consistent with local needs, aims and goals.

BE IT FURTHER RESOLVED, that the following issues must be satisfactorily addressed in order to reach consensus among the probate courts and local units of government on the realignment of financial responsibility and placement/programming decisions for delinquent youth:

1. The state contribution to placement costs must be adjusted to provide an equitable redistribution of funds. This may require an increase for some counties but should not result in a decrease for any county.

RESOLUTION 96-38

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 1996.

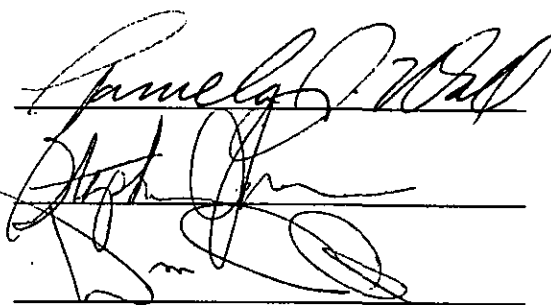
NOW, THEREFORE, BE IT RESOLVED, that the payment of any interest which may be due and owing to the County from the 1996 Tax collections, is hereby waived.

DATED: October 9, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



RESOLUTION 96-37

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 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 7.1400 mills (of which 5.3869 is County; .2837 is Drug Enforcement extra voted millage; .4694 is Senior Citizen extra voted millage; .5000 is County Library extra voted millage; and .5000 is Parks and Recreation 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 7.1400 mills (of which 5.3869 is County; .2837 is Drug Enforcement extra voted millage; .4694 is Senior Citizen extra voted millage; .5000 is County Library extra voted millage; and .5000 is Parks and Recreation extra voted millage; and

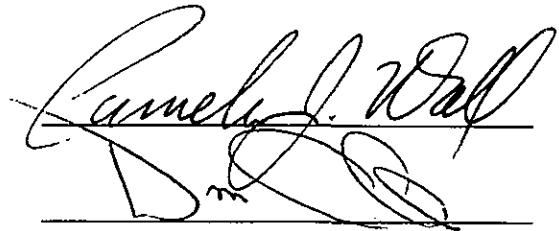
2) That the proposed rate and other required information be published at least six (6) days prior to a public hearing.

DATED: October 9, 1996

Reviewed and Approved by:



Elwood L. Brown  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



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 .2950 mills (which is slightly less than 30 cents per \$1,000 of State Equalized Value) in the operating millage rate to be levied in 1996.

The hearing will be held on Wednesday, October 23, 1996, at 7:30 P.M. in the Commissioners' Room 202 of the County Building, 201 McMorran Boulevard, Port Huron, Michigan.

The hearing is required because state returned revenue from hotel and liquor taxes (Public Act 2 of 1985) 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: 5.3869 mills for Fixed Allocated; .2837 for the Drug Task Force; .4694 mills for the Senior Citizens program; and .5000 mills each for the County Library system and Parks and Recreation facilities. The fixed allocated drug task force 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 4.31% over such revenues generated by levies permitted without holding a hearing. If the proposed additional millage rate is not approved the operating revenue will increase by 0.63% 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, Michigan 48060.

Phone: 810-985-2001

Published: Monday, October 14, 1996



OFFICE OF COUNTY ADMINISTRATOR/CONTROLLER

*County of St. Clair, Michigan*

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (810) 985-2001

DONALD E. DODGE, ChFC Administrator/Controller

To: Honorable Members of the Commission  
From: Donald E. Dodge, Administrator/Controller  
Subject: Proposed Budget Meeting and Publication Schedule To  
Comply with Truth in Taxation Legislation and  
Uniform Budgeting Act Regulations  
Date: July 24, 1996

- Wednesday,  
October 9,  
Board Meeting
- 1) Presentation of Proposed 1997 Budget to Board of Commissioners
  - 2) Adopt Resolution Establishing Proposed Millage Rate
  - 3) Set Public Hearing Date of Wednesday, October 23, 1996 regarding Truth in Taxation Millage Rate.
- Monday,  
October 14
- Publish Public Notice Regarding Establishment of Millage Rate, Public Hearing (Truth in Taxation) to be held Wednesday, October 23.
- Wednesday,  
October 23,  
Board Meeting
- 1) Public Hearing Regarding Establishment of Millage Rate
  - 2) Opportunity for Department Heads to Address the Board of Commissioners regarding the 1997 Budget.
- Monday,  
October 28
- Publish Public Notice announcing Public Hearing to be held Wednesday, November 6, 1996 relative to entire Proposed 1997 General Fund Budget.
- Wednesday,  
November 6,  
Board Meeting
- 1) Public Hearing on 1997 General Fund Budget
  - 2) Final Millage Rate Resolution to be Adopted.
  - 3) Actual Adoption of the 1997 Budget Resolution may occur on this date.
- Prior to  
Tuesday,  
December 31
- Publish Public Notice making Adopted Budget available for public inspection

bdgtprep

*A Government of Service*



RESOLUTION 96-36

ENDORISING NEW COMMUNICATION SYSTEM PROPOSAL  
ON NOVEMBER 5, 1996 BALLOT

WHEREAS, the St. Clair County Board of Commissioners has an interest in the quality of public safety communications in St. Clair County; and

WHEREAS, the current radio system utilized by EMS, Fire and Police departments, is over twenty years old and overcrowded with traffic; and

WHEREAS, St. Clair County will benefit from the creation of an independent authority to oversee and operate a public safety communication center; and

WHEREAS, all governmental units within the County will benefit from an equitable method of funding public safety communications.

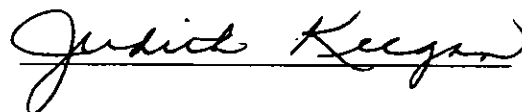
NOW, THEREFORE, BE IT RESOLVED; that the St. Clair County Board of Commissioners endorses the November 5, 1996 county ballot proposal calling for the establishment of a 16% surcharge on the basic telephone service rate in St. Clair County for the purpose of replacing the current, outdated public safety communications system and establishing an independent authority to oversee and operate an independent communications center.

DATED: October 9, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060









RESOLUTION 96-35

OPPOSING STATE OF MICHIGAN BALLOT PROPOSAL D  
AND SUPPORTING BALLOT PROPOSAL G

WHEREAS, Proposal D on the November 5, 1996 ballot would strip Michigan wildlife professionals of their authority to scientifically manage the State's thriving bear population, thereby endangering those citizens and their property who live, vacation, or travel in bear populated areas; and

WHEREAS, animal rights activists want Michigan voters to believe that the State's black bear is endangered as a species. However, all evidence indicates that current professional scientific management has doubled the bear population since 1990 and now the aforementioned wildlife is at a record high; and

WHEREAS, Proposal D attempts to destroy the great hunting heritage enjoyed by millions of Michigan families, as well as thousands of families residing in our county; and

WHEREAS, Proposal G allows the continued use of management principles to regulate game and hunters for the best long-range protection of every species in Michigan including bear; and

WHEREAS, Proposal G guarantees every citizen of our county and our state the opportunity to express their views through mandated public meetings; and

WHEREAS, Proposal G protects taxpayers from being responsible to manage the bear population.

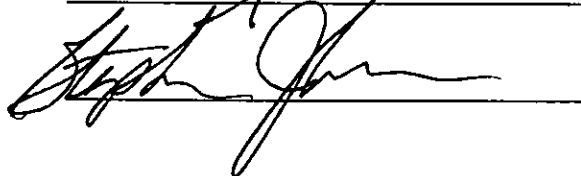
NOW, THEREFORE BE IT RESOLVED, the St. Clair County Board of Commissioners opposes Proposal D because of its obvious destructiveness to the people of this state and county, and supports Proposal G because it leaves in place policies that have been proven to be successful in managing the bear population.

DATED: October 9, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



RESOLUTION 96-34

OPPOSING STATE OF MICHIGAN HB 5830 AND ITS SUBSTITUTES  
RELATING TO SOLID WASTE FLOW AND CONTROLS

WHEREAS, the St. Clair County Board of Commissioners own and operate the Smiths Creek Landfill; and

WHEREAS, because of proper planning and management we can assure that county residents' solid waste disposal needs will be met for at least 20 years; and

WHEREAS, St. Clair County has historically fought for good waste management practices and responsible planning and felt so strongly about the issue of flow control that they brought it to the United States Supreme Court; and

WHEREAS, St. Clair County feels that the flow controls and proper siting of landfills are vital to long range planning and initiatives to reduce, reuse and recycle; and

WHEREAS, legislation being proposed by the Michigan House of Representatives (HB 5830 and substitutes) eliminates flow control, removes enforceable authority of existing solid waste plans and puts policy in place that favors the siting and expansion of waste disposal facilities; and

WHEREAS, the proposed regionalization of the state for capacity planning and siting would place St. Clair County in a region containing the metropolitan Detroit area of Wayne, Macomb and Oakland counties, as well as Allegan, Barry, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Genesee, Gratiot, Hillsdale, Huron, Ingham, Ionia, Jackson, Kalamazoo, Kent, Lapeer, Lenawee, Livingston, Monroe, Montcalm, Muskegon, Ottawa, St. Joseph, Saginaw, Sanilac, Shiawassee, Tuscola, VanBuren and Washtenaw counties; and

WHEREAS, regionalization threatens proper conservation and management of open lands within St. Clair County; and

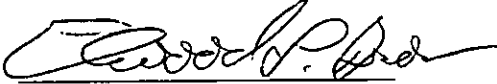
WHEREAS, all issues of siting, flow control and management would be decided between Host Communities and Industry Representatives, with very limited ability of county boards or townships to object to plans or become involved in Host Communities Agreements; and

WHEREAS, St. Clair County feels that these decisions are more properly made at the county level.

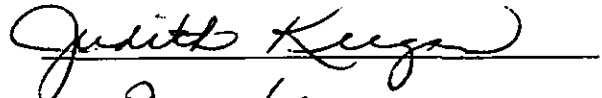
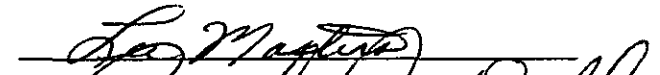

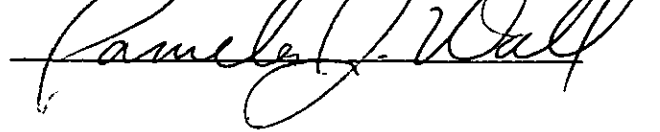
THEREFORE, the St. Clair County Board of Commissioners opposes HB 5830 and its substitutes, and further we ask that our representatives to the State Legislature, the Honorable Terry London, the Honorable Karen Willard and the Honorable Dan DeGrow go on record in opposition to this bill.

DATED: September 25, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, Mi 48060

RESOLUTION 96-33

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, and the St. Clair County District Court 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.



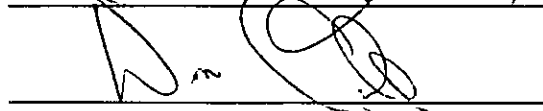
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1994 through June 30, 1998, is hereby approved and adopted.

DATED: September 25, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
CORPORATION COUNSEL  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-32

ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN ST. CLAIR COUNTY  
AND  
JUVENILE DETENTION CENTER EMPLOYEES - TEAMSTERS

WHEREAS, the Juvenile Detention Center Employees - TEAMSTERS is recognized by the Michigan Employment Relations Commission, St. Clair County, and the St. Clair County Probate Court 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.

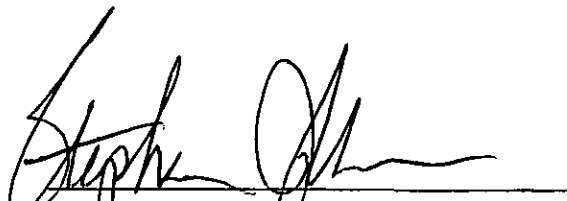

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A"), for the period January 1, 1995 through December 31, 1999, is hereby approved and adopted.

DATED: September 25, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
CORPORATION COUNSEL  
301 County Building  
Port Huron, MI 48060



**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**

**JANUARY 1, 1995**

**THROUGH**

**DECEMBER 31, 1999**

# A G R E E M E N T

## PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of January, 1995 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 for arbitration within fifteen (15) calendar days of the response at Step 2.
- B. The Union shall request arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.
- C. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of Section 1 of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specified article and section of this Agreement. All other expenses related to the arbitration proceedings including

any expenses incurred by calling witnesses shall be borne by the parties incurring such expenses.

- D. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications.
- E. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.
- F. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration and such decision shall be final and binding on all parties.

ARTICLE 6  
DISCHARGE AND SUSPENSION

SECTION 1:

(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: 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: 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  
\$5.00 Co-Pay - Prescription Drug Rider  
Master Medical Option 1

Precertification  
Casemanagement  
VCA - 80 - Optical  
FAE - RC - Emergency Room  
HCB-1 - Hospice Care

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 provide 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
- \* 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 5: 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 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 AND DISABILITY INSURANCE

SECTION 1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

SECTION 2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

SECTION 3: An employee shall be eligible to use sick days upon satisfactory completion of the orientation period, for personal illness or serious or critical illness 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 in the event of an immediate family members death as defined and limited to; spouse, child, step-child, sibling, grandparent, sister-in-law, brother-in-law, mother, father, step-parent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to the spouse, parent or child. The employee shall be required to provide proof of the death of immediate family member.

SECTION 4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

SECTION 5: An employee who exhibits questionable attendance shall be subject to a "proof required status". Questionable 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 6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

SECTION 7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (30) 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.

SECTION 8: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

SECTION 9: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

SECTION 10: Commencing the one hundred and eighty-first (181st) calendar day 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.

SECTION 11: The County shall implement at the earliest occasion following ratification 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.

SECTION 12: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

SECTION 13: The employee shall be eligible to supplement disability compensation with vacation on a ratio of one (1) sick or vacation day to three (3) days of absence in order to remain at full normal gross salary.

SECTION 14: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

SECTION 15: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 19 - Leave of Absence.

SECTION 16: The employee must promptly notify their Supervisor of their absence or be subject to discipline.

SECTION 17: Upon termination of employment, 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  
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
Christmas Day	December 25
New Year's Eve	December 31

SECTION 2: To be eligible for a holiday an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

SECTION 3: All employees regularly scheduled to work on a holiday are required to work unless an absence has been approved by the Employer.

SECTION 4: A paid holiday shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 5: Full time employees shall be compensated at two and one-half (2 1/2) times their base hourly rate for work performed on a holiday.

Option 1 - The employee shall be compensated at two and one-half (2 1/2) times the base hourly rate.

Option 2 - The employee shall be compensated at one and one-half (1 1/2) times the base hourly rate and granted an hour for hour vacation credit.

Be it provided that:

(a) The employee shall indicate their choice of option to the Superintendent or designee within the pay period the holiday occurs according to the time frame established to report payroll information.

(b) Vacation days acquired from holidays shall be used 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.

(e) A record of each employee's regular vacation accrual shall be maintained separately from his/her holiday accrual record, with a combined total of both types of

- accrual also being maintained.
- (f) Regular vacation accrual shall not exceed 35 days.
  - (g) Holiday accrual must be at zero on August 31st of each year. If holiday accrual is not at zero on August 31st, an employee shall be paid for all remaining days on the succeeding payroll.
  - (h) Holiday accruals shall be kept at the lowest possible number. An employee's approved absence shall be charged against holiday accrual (whole days only), if any exists, before regular vacation accrual is charged. In the event an employee is granted a vacation within 30 days of the employee's anniversary date, the deduction shall be made from the vacation accrual if employee's annual vacation credit would result in the employee exceeding the 35 day maximum.
  - (i) Upon termination of employment, an employee shall not be paid for more than a combined total of 35 holiday and/or vacation days.

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 and one-half (2 1/2) 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)

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

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 at reasonable intervals evidencing the inability of the employee to return to normal work duties.

SECTION 4: The Employer may require the employee on leave due to an illness to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

SECTION 5: The requirements of Sections 3 and 4 may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted. In no case shall an employee be granted a leave of absence for a period of time greater than their accrued seniority.

SECTION 6: An employee shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician and may be subject to Section 4.

SECTION 7: The parties shall be entitled to continue a leave of absence when a physician establishes an ongoing disability.

SECTION 8: While on leave of absence without pay, the employee accrues no vacation time, sick leave, retirement credit, or gain from any other fringe benefit.

SECTION 9: Failure to report to work on the next scheduled work day after a leave of absence expires shall result in the immediate discharge unless extenuating circumstances can be demonstrated and shall not be subject to the grievance procedure.

SECTION 10: Leaves of absence with pay for any short term educational training which will benefit the Employer may be authorized by the Department Head.

SECTION 11: 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 of employees hired before October 1, 1996 by providing a percentage of base salary according to the following formula, but not to exceed the maximum payment:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum Payment</u>
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.

SECTION 7: An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

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, 1995 - 2.5%

		<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	\$10.56	10.74	10.96		11.38	11.77	
	AN	21,965	22,339	22,797		23,670	24,482	
Cook	HR	\$8.92	9.07	9.24		9.57	9.91	
	AN	18,554	18,866	19,219		19,906	20,613	
Custodian II	HR	\$9.88	10.06	10.27		10.62	11.04	
	AN	20,550	20,925	21,362		22,090	22,963	
Sr. Maintenance Worker	HR	\$11.77	11.95	12.22		12.70	13.21	
	AN	24,482	24,856	25,418		26,416	27,477	
Transportation Officer	HR	\$12.04	12.30	12.56		13.04	13.56	
	AN	25,043	25,584	26,125		27,123	28,205	
Child Care Worker II	HR	\$11.24	11.77	11.97		12.43	12.95	13.48
	AN	23,379	24,482	24,898		25,854	26,936	28,038
Shift Supervisor	HR	\$13.52	13.78	14.04		14.58	15.14	15.73
	AN	28,125	28,663	29,211		30,333	31,498	32,712
PART TIME HRLY		\$7.30			7.66		8.00	

Effective January 1, 1996 - 2.5%

		<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	\$10.82	11.01	11.23		11.66	12.06	
	AN	22,506	22,901	23,358		24,253	25,085	
Cook	HR	\$9.14	9.30	9.47		9.81	10.16	
	AN	19,011	19,344	19,698		20,405	21,133	
Custodian II	HR	\$10.13	10.31	10.53		10.89	11.32	
	AN	21,070	21,445	21,902		22,651	23,546	
Sr. Maintenance Worker	HR	\$12.06	12.25	12.53		13.02	13.54	
	AN	25,085	25,480	26,062		27,082	28,163	
Transportation Officer	HR	\$12.34	12.61	12.87		13.37	13.90	
	AN	25,667	26,229	26,770		27,810	28,912	
Child Care Worker II	HR	\$11.81	12.06	12.27		12.74	13.27	13.82
	AN	24,565	25,084	25,522		26,499	27,602	28,746
Shift Supervisor	HR	\$13.86	14.13	14.40		14.95	15.52	16.12
	AN	28,828	29,380	29,942		31,091	32,286	33,530
PART TIME HRLY		\$7.48			7.85		8.20	

ARTICLE 29  
WAGES

Effective January 1, 1997 - 2.5%

		<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	\$11.09	11.29	11.51		11.95	12.36	
	AN	23,067	23,483	23,941		24,856	25,709	
Cook	HR	\$9.37	9.53	9.71		10.06	10.41	
	AN	19,490	19,822	20,197		20,925	21,653	
Custodian II	HR	\$10.38	10.57	10.79		11.16	11.60	
	AN	21,590	21,986	22,443		23,213	24,128	
Sr. Maintenance Worker	HR	\$12.36	12.56	12.84		13.35	13.88	
	AN	25,709	26,125	26,707		27,768	28,870	
Transportation Officer	HR	\$12.65	12.93	13.19		13.70	14.25	
	AN	26,312	26,894	27,435		28,496	29,640	
Child Care Worker II	HR	\$12.11	12.36	12.58		13.06	13.60	14.17
	AN	25,189	25,709	26,166		27,165	28,288	29,474
Shift Supervisor	HR	\$14.21	14.48	14.75		15.32	15.91	16.52
	AN	29,549	30,114	30,690		31,868	33,093	34,368
PART TIME HRLY		\$7.67			8.05		8.41	

Effective January 1, 1998 - 2.5%

		<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	\$11.37	11.57	11.80		12.25	12.67	
	AN	23,650	24,066	24,544		25,480	26,354	
Cook	HR	\$9.60	9.77	9.95		10.31	10.67	
	AN	19,968	20,322	20,696		21,445	22,194	
Custodian II	HR	\$10.64	10.83	11.06		11.44	11.89	
	AN	22,131	22,526	23,005		23,795	24,731	
Sr. Maintenance Worker	HR	\$12.67	12.87	13.16		13.68	14.23	
	AN	26,354	26,770	27,373		28,454	29,598	
Transportation Officer	HR	\$12.97	13.25	13.52		14.04	14.61	
	AN	26,978	27,560	28,122		29,203	30,389	
Child Care Worker II	HR	\$12.41	12.67	12.89		13.39	13.94	14.52
	AN	25,813	26,354	26,811		27,851	28,995	30,202
Shift Supervisor	HR	\$14.56	14.84	15.12		15.70	16.31	
	AN	30,288	30,867	31,458		32,665	33,920	35,227
PART TIME HRLY		\$7.86			8.25		8.62	

Effective January 1, 1999 - 2.5%

		<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	\$11.65	11.86	12.10		12.56	12.99	
	AN	24,232	24,669	25,168		26,125	27,019	
Cook	HR	\$9.84	10.01	10.20		10.57	10.94	
	AN	20,467	20,821	21,216		21,986	22,755	
Custodian II	HR	\$10.91	11.10	11.34		11.73	12.19	
	AN	22,693	23,088	23,587		24,398	25,355	
Sr. Maintenance Worker	HR	\$12.99	13.19	13.49		14.02	14.59	
	AN	27,019	27,435	28,059		29,162	30,347	
Transportation Officer	HR	\$13.29	13.58	13.86		14.39	14.98	
	AN	27,643	28,264	28,829		29,931	31,158	
Child Care Worker II	HR	\$12.71	12.99	13.21		13.72	14.29	14.88
	AN	26,437	27,019	27,477		28,538	29,723	30,950
Shift Supervisor	HR	\$14.93	15.21	15.50		16.10	16.72	17.36
	AN	31,045	31,639	32,244		33,482	34,768	36,108
PART TIME HRLY		\$8.06			8.46		8.84	

DURATION

This Agreement shall remain in full force and effect until December 31, 1999. 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.

The employees covered hereby shall not be subject to termination solely because of a change in Judge.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

EMPLOYER

ST. CLAIR COUNTY PROBATE COURT  
JUVENILE DETENTION CENTER

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

BY: \_\_\_\_\_  
BUSINESS AGENT

BY: \_\_\_\_\_  
STEWARD

BY: \_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

LETTER OF UNDERSTANDING  
REGARDING  
SHIFT SUPERVISORS

The St. Clair County Probate Court, the County of St. Clair and the Juvenile Center Employees - TEAMSTERS #214 hereby establish and agree as follows:

1. The current incumbents shall exclusively hold the classification designation of Shift Supervisor. The Court shall not be required nor expected to appoint or designate a Shift Supervisor in replacement of an incumbent. It is the Court's prerogative to eliminate the classification of Shift Supervisor through attrition.

2. Shift Supervisors shall be eligible for life insurance in the amount of \$32,500 as the core benefit.

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

FOR THE COURT/COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_



LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE 15 - SICK DAYS AND DISABILITY

The St. Clair County Probate Court, the County of St. Clair and the Juvenile Center Employees - Teamsters #214, hereby establish and agree to the implementation of the Sick Day and Disability plan effective January 1, 1997. Prior to the implementation date of the Sick Day and Disability plan, the sick day plan provided in the 1992 to 1994 Agreement shall remain in effect.

FOR THE UNION

FOR THE COURT/COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

95juvcen.con

DATE

RESOLUTION 96- 31

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, 1994 through August 31, 1997, is hereby approved and adopted.

DATED: September 25, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
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, 1994 through August 31, 1997**

ARTICLE I  
AGREEMENT

1.1: This Agreement made and entered into for the period September 1, 1994 through August 30, 1997 between the Board of Commissioners of the County of St. Clair, State of Michigan, and the Sheriff of St. Clair County hereinafter referred to jointly 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. Temporary employees who are members of other bargaining units of the Sheriff Department shall only be eligible for the fringe benefits of the other bargaining unit's labor 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. 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 County 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.

- 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. Employees recognize that layoffs are a managerial right of the Employer and do not necessarily depend on available work or funding levels.

12.2: In the event a layoff becomes necessary, the County shall follow this procedure:

- a. Temporary employees in the affected classifications shall be laid off first.
- b. Probationary employees in the affected classifications shall be laid off next.
- c. Employees in the affected classification shall be subject to layoff by classification seniority. The employee(s) with the least classification seniority shall be laid off first. In the event employees have equal classification seniority, the employee with the least departmental seniority shall be laid off first.
- d. Employee(s) who previously held subordinate classifications in the bargaining unit shall be entitled to revert to that classification and displace the least senior employee. Displaced employee(s) shall have the right to displace employee(s) in previously held classifications consistent with the terms of the Collective Bargaining Agreement of the other bargaining unit.
- e. Supervisors from other supervisory bargaining units shall not be entitled to displace members in this bargaining unit.
- f. In no event shall an employee displace an employee in a higher paying classification.

12.3: Employee(s) who elect not to accept a subordinate position in a lower paying classification 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.

12.4: Employees to be laid off shall have at least fourteen (14) calendar days notice of layoff. The Union shall be entitled to a list of the employees being laid off.

12.5: Recall from a layoff shall be according to the following procedure:

- a. The employee(s) with the most seniority in the affected 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 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 conduct and standards or ability to perform the work does not meet that required of a correctional professional.

12.6: Employees laid off and not employed in the Sheriff's Department shall have recall rights for two (2) years. Employees displaced and still working in the Sheriff Department shall have recall rights for five (5) years.

ARTICLE XIII  
EMPLOYEE'S BILL OF RIGHTS

13.1: It is recognized that the complaints against employees 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 would 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 employees and inmates. Therefore, the following is provided:

- a. An inspection of the equipment and/or vehicle shall be made prior to its use.
- b. The Employer shall supply inspection checkoff forms to be used in the inspection of 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 lost, damaged, or stolen through negligence may be cause for disciplinary action to officer(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 check off 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.



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 wages.

17.2: Notice of vacancies which would constitute an 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.

17.3: Members of the bargaining unit who compete for promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment shall be made utilizing the following method of accreditation:

40% Written Examination  
35% Oral Examination  
25% Departmental 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 appoint an employee to the position from among the top three (3) candidates based on total overall scores.
- C. The 25% departmental seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of twenty-five percent (25%).

17.4: 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 Sheriff shall have exclusive authority to establish qualifications for the new classification. In the event there is no qualified candidate in the bargaining unit, the Sheriff shall be entitled to make an appointment to the classification. In the event a qualified candidate is employed in the bargaining unit, the Sheriff shall comply with the provisions of 17.3.

17.5: An employee promoted in rank shall be required to serve a one hundred and eighty (180) calendar day orientation period commencing from the date of assuming the rank. In the event the employee fails to perform satisfactorily during orientation period the employee shall be returned to the previous rank held.

17.6: Employees who transfer back to a rank or classification within the POAM bargaining unit will retain their departmental seniority with the following limitations:

- A. If transfer is within six (6) months of the date of entering the unit, the employee shall revert to the rank and/or classification held immediately prior to entering the unit.
- B. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering the unit.

17.7: Emergency transfer may be made for periods not to exceed sixty (60) actual workdays, unless otherwise mutually agrees by the parties. Employees who are transferred on an emergency basis shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

17.8: Candidates for Corrections Sergeant shall have at least two (2) years of active service in the rank and duties of Corrections Corporal. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally.

#### ARTICLE XVIII WORKING HOURS

18.1: Work schedules shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

18.2: The Sheriff shall determine the starting time of all shifts and designate employees to work the shift(s). A shift shall constitute eight (8) consecutive hours, excluding overtime, unless otherwise mutually agreed.

18.3: The 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.

18.4: If employees are called into work outside their regular shift, they shall be compensated at time and one half not less than three hours when either court or other than court related.

18.5: Thirty (30) minutes shall be allotted for lunch to be taken during the tour of duty as opportunity permits. Employees will be on call during such lunch period.

#### 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 among employees in the same classification as much as circumstances permit. Whenever overtime is required, the Sheriff or designee shall contact employees from the most to the least senior:

- A. All off duty personnel are to be called first according to the overtime book beginning with the employee showing the least amount of hours. All refusals will be noted in the overtime book and used to compute who is eligible for future overtime.
- B. If no one volunteers from the off duty list, the supervisor will then call low overtime houred persons scheduled to work the shift preceding the vacant shift and solicit volunteers for the eight (8) hours to be worked. Refusals are to be logged in the overtime book.
- C. Should no one volunteer from the preceding shift, then the supervisor will call the low overtime houred persons from the scheduled officers working the shift following the vacant shift and solicit volunteers for the eight (8) hours to worked. Refusals are to be logged in the overtime book.
- D. During the above procedures, should two officers agree to split a shift then the supervisor may fill the vacant eight (8) hours in this manner as long as it is consistent with the efficient operation of the Corrections division.
- E. Should no one volunteer to work the eight (8) hour shift, the supervisor can compel the least senior officer from

the shift preceding the vacant shift to work the eight (8) hours or seek volunteers from among qualified Corrections Officers.

19.3: The Employer shall determine the need for and schedule all overtime.

19.4: A message left with a respondent at the employee's residence or 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.

19.5: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half.

19.6: 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 circumstance permits.

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:

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The County shall provide notice to employees of their rights under the Act. Leave taken under the Act will be taken consistent with the Act and the applicable provision of the Collective Bargaining Agreement.

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

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.

Approval or disapproval shall be consistent with meeting the operational 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.

20.7: An employee who fails to return to work the next work day following the expiration of a leave of absence shall be considered to have resigned, unless the employee can demonstrate extenuating circumstances to the satisfaction of the Sheriff.

20.8: Nothing shall prohibit the employee from exhausting sick and vacation days while on a leave of absence.

#### 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 travel out of 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 intra-state (within Michigan but outside St. Clair County) prisoner transfer the Sheriff may seek a volunteer to assist in the transfer.

24.2: Volunteers shall be employees who would otherwise be off duty. The volunteer shall be paid at their straight time hourly rate for all hours worked.

24.3: 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 who suffers a non-duty related permanent total disability shall be entitled to a pension provided the employee has at least ten (10) years of service. An employee whose death is due to a non-duty related disability shall be entitled to a pension if vested in the plan. Employees who were hired on or before March 24, 1992 of this contract shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after March 24, 1992 shall be ineligible for health care except as may be provided by applicable law such as C.O.B.R.A.

26.8: An employee shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment.



ARTICLE XXVII  
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each employee hired prior to January 1, 1992 with five (5) years continuous service having earned 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 employee hired prior to January 1, 1992 with five (5) years continuous service having earned a Bachelor's 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 1 and 2 are not intended to be cumulative. In the event an eligible employee possesses both an Associate's and a Bachelor's 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 XXIX  
UNIFORMS

29.1: The Sheriff shall provide each employee with a uniform. The Sheriff shall determine what constitutes a uniform and sufficient uniform parts. For the term of this Agreement, unless the Sheriff provides written notice to the contrary, the following parts and equipment is to be provided to all Corrections Supervisors:

- a. 3 short sleeve uniform shirts with patches
- b. 3 long sleeve uniform shirts with patches
- c. 3 pair uniform slacks
- d. 1 set of collar brass
- e. 2 name tags
- f. 1 whistle chain
- g. 1 black basket weave belt
- h. 3 uniform ties
- i. 1 tie tack
- j. 1 pair black leather, plain toe, tie shoes (County will pay up to \$75)

- k. brass or patches that signify rank
- l. 1 white long sleeve dress shirt with patches
- m. 1 white short sleeve dress shirt with patches
- n. Garrison hat
- o. 1 winter jacket with patches

To be provided to Corrections Supervisors certified to make transfers in addition to the above:

- a. 1 spring/fall jacket with patches
- b. 1 Garrison belt with 4 keepers (basket weave)
- c. cartridge case
- d. 1 holster (basket weave)
- e. 1 pair of handcuffs
- f. 1 handcuff case (basket weave)
- g. 1 last chance vest

29.2: Each employee shall be provided a \$400.00 annual uniform cleaning allowance. The cleaning allowance would be paid in July of each year as reimbursement of the previous year's cleaning expenses. Employees who worked less than a year shall receive a prorated cleaning allowance.

29.3: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

29.4: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

29.5: The Sheriff shall have the right to require that officers maintain one dress uniform at all times.

#### ARTICLE XXX UNIFORM REPLACEMENT

30.1: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

30.2: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be

required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE XXXI  
HEALTH AND DENTAL CARE AND LIFE INSURANCE

31.1: 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  
\$5.00 Co Pay - Prescription Drug Rider  
Master Medical Option 1  
Case Management  
Precertification  
VST - Voluntary Sterilization Rider  
FAE-RC - Emergency Room Rider  
ML - Laboratory and X-Ray Expense Rider  
VCA-80 - Optical

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- B. Employees hired prior to July 1, 1985 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1985 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, 1985 and with dependents enrolled prior to July 1, 1985 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, 1985 shall be subject to the provisions of 31.1:B.
- 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 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.

31.6: The Employer will provide a \$40,000 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.

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 base salary not to exceed the maximum amount shown:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum</u>
5 - 9	2%	\$ 800
10 - 14	4%	\$ 1600
15 - 19	6%	\$ 2400
20 - 24	8%	\$ 3200
25 +	10%	\$ 4000

32.2: Effective July 1, 1996 the maximum annual salary for computation of the benefit shall be \$45,000 in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum</u>
5 - 9	2%	\$ 900
10 - 14	4%	\$ 1800
15 - 19	6%	\$ 2700
20 - 24	8%	\$ 3600
25 +	10%	\$ 4500

32.3: Employees hired by the Sheriff Department on or after July 1, 1996 shall be ineligible for service recognition.

32.4: 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.

32.5: 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.

32.6: Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement, etc.

#### ARTICLE XXXIII SICK DAYS AND DISABILITY

33.1: 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.

33.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

33.3: 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 shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

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

33.5: 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 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 ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

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

33.7: 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.

33.8: 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.

33.9: 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.

33.10: 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.

33.11: 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.

33.12: The employee shall be eligible to supplement disability compensation with vacation or sick days on a ratio of one (1) vacation or sick 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 shall be entitled to the holidays recognized by the Michigan Supreme Court.

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)

In the event the Michigan Supreme Court modifies the schedule, employees shall be entitled to the modified schedule in the manner and method prescribed by the Court for its employees.

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, 1994 (3%)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$38,360	39,894	41,489	43,098	44,766	46,512
Corporal	\$35,573	36,873	38,219	39,574	40,978	42,475

September 1, 1995 (3%)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$39,511	41,091	42,734	44,391	46,109	47,907
Corporal	\$36,640	37,979	39,366	40,761	42,207	43,749

September 1, 1996 (2.5%)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$40,499	42,118	43,802	45,501	47,262	49,105
Corporal	\$37,556	38,929	40,350	41,780	43,262	44,843

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE XII - LAYOFF AND RECALL

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 Sergeant William Worden shall be considered to have had held the rank of Corrections Corporal for purposes of satisfying the terms and conditions of Article XII - Layoff and Recall, Section 2.d.

FOR THE EMPLOYER

FOR THE COAM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION 96-30

ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN ST. CLAIR COUNTY  
AND  
PUBLIC SERVICE EMPLOYEES - AFSCME LOCAL 1089

WHEREAS, the Public Service Employees - AFSCME 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 matter of wages and working conditions; and

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

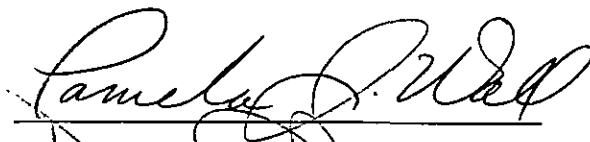
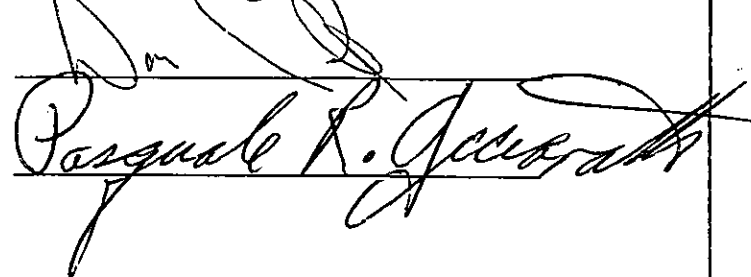
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1995 through June 30, 1999, is hereby approved and adopted.

DATED: September 25, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
CORPORATION COUNSEL  
301 County Building  
Port Huron, MI 48060

A 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, 1995

THROUGH

JUNE 30, 1999

## TABLE OF CONTENTS

<u>PAGE</u>	<u>ARTICLE</u>	<u>TOPIC</u>
1	-	Agreement
1	-	Purpose and Intent
1	1	Recognition
2	2	Management Rights
3	3	Subcontracting
3	4	Union Security
4	5	Union Dues and Service Fee Deductions
6	6	Union Representation
7	7	Grievance Procedure
11	8	Discharge and Suspension
12	9	Probationary Employees
12	10	Seniority
14	11	Loss of Seniority
14	12	Seniority List
15	13	Layoff
17	14	Recall From Layoff
18	15	Transfers
19	16	Temporary Assignments
19	17	Rates for New Jobs
19	18	Job Posting
21	19	Veterans
22	20	Leaves of Absence
24	21	Working Hours
26	22	Overtime
27	23	Equalization of Overtime Hours
27	24	Shift Preference
28	25	Sick Days
31	26	Funeral Leave
31	27	Jury Duty
32	28	Injury Leave (Worker's Compensation)
33	29	Vacations
35	30	Holidays
36	31	Health Care and Dental Insurance
39	32	Life Insurance
40	33	Act of God
40	34	Service Recognition
41	35	Uniform Allowance
42	36	Mileage Allowance
43	37	Retirement Benefit
44	38	Equipment, Tools and Supplies
44	39	Union Bulletin Boards
44	40	Work Performed by Administrative Personnel
45	41	Safe Working Environment
46	42	Withholding of Professional Services
46	43	Discrimination and Harassment
47	44	Wage Schedule
55		Termination of Agreement
56		Letter of Understanding; Article 18
57		Letter of Understanding; Article 29
58		Letter of Understanding; Article 25



## AGREEMENT

This Agreement entered into on this 1st day of July, 1995 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.

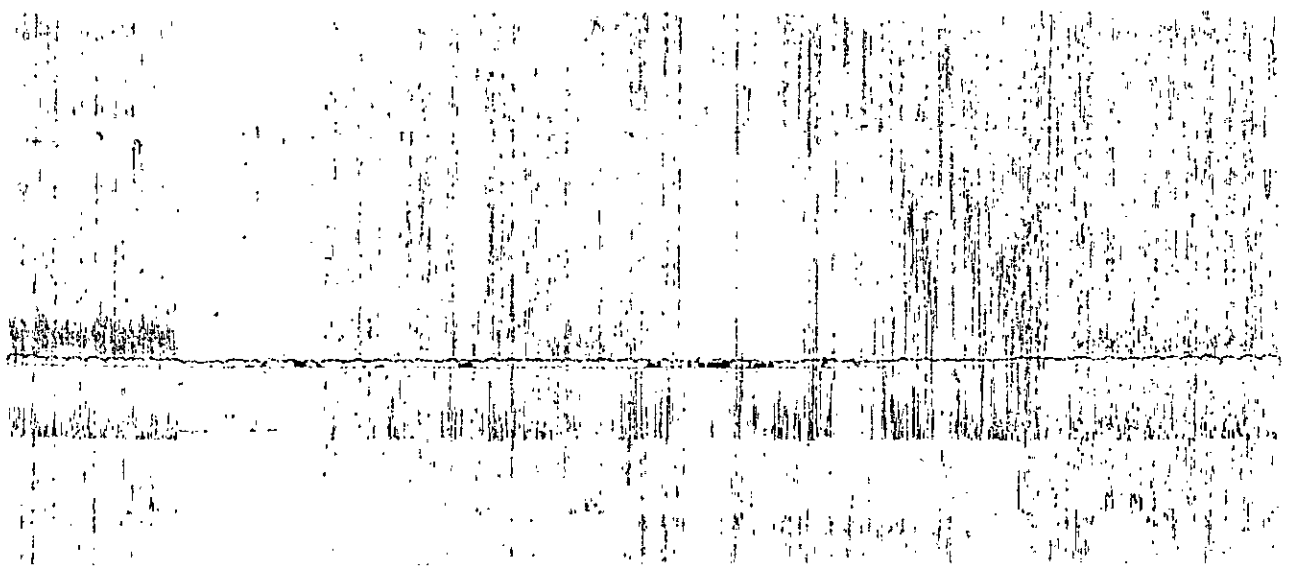
### ARTICLE 1 RECOGNITION

#### 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. Employees in positions funded in any part through federal funds shall be considered separate and distinct with such matters as are specifically applicable to said employees as provided in this contract, except as otherwise provided by applicable laws.



### SECTION 3

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

### ARTICLE 2 MANAGEMENT RIGHTS

It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive.

- a. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.
- b. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to 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

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

## ARTICLE 5 UNION DUES AND SERVICE FEE DEDUCTIONS

### SECTION 1

#### Check Off:

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

### SECTION 2

#### Remittance of Dues and Fees:

- a. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two pay periods of each month. Be it provided that the last dues or service fees deduction of any calendar year shall be adjusted the final pay of the year to reflect the amount of normal monthly union dues or service fees.



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 Director, in writing of names, classifications and departments of all local representatives of the Union. Members of the unit who are not officially identified as union representatives shall not be recognized or permitted to represent the interests of other members of the Union to the Employer. Changes in union representation shall be made, in writing, to the Personnel Director in prompt fashion.

## SECTION 5

The representation of employees shall not unduly disrupt the operation of the County's effective rendering of County services. To facilitate this end, the employee representative and the employee shall notify their respective supervisors 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.

## SECTION 6

In the event of a layoff within a department affecting bargaining unit members, within their affected department the local President or Chief Steward shall not be subject to layoff when there is a bargaining unit position within the department that is represented by the Union if the President or Chief Steward is qualified for and capable of performing the work required. When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department. The Employer shall not be required to train or retrain an employee in such circumstance to avoid being laid off.

## ARTICLE 7 GRIEVANCE PROCEDURE

### STEP 1

- a. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific established County policy or procedure; or a failure of the County to comply with a specific policy, procedure, method or regulation of the County shall, within fifteen (15) days of the alleged grievance, take the matter up with the Department Head or their designated representative, who shall attempt to adjust the grievance with the terms of this Agreement or County policy, procedure, method or regulation. The employee may have their Union Representative present at this Step.
- b. Any employee may request the department head or the designated representative of the department head to call one of the designated stewards to handle a specified grievance with the department head or the designated representative of the department head. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the County.



- c. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks rather than days.

## STEP 2

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the department head within five (5) days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) days between the designated representative of the Union, the Grievant(s), and the department head or the designated representative of the department head, for the purpose of attempting to settle the grievance at the departmental level.
- b. The department head shall provide a written decision within five (5) days to the Union.

## STEP 3

- a. Grievances shall be considered settled at Step 2 unless written notice is delivered to the 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 Director within thirty (30) calendar days after the completion of Step 3.

#### STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration as final step in the grievance procedure shall be subject to the following safeguards and conditions:

- a. The Union shall, within thirty (30) calendar days following the County's decision at Step 3, notify the County Personnel Director 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 Director with a list of its members within ten (10) days following the execution of this contract; and further agrees to furnish a current list of members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the

penalties of this provision and each member shall execute such waiver. With reference to new employees such waiver shall be required prior to commencement of work. Such waiver shall be in the following form:

I, the undersigned, in consideration of the St. Clair County Board of Commissioners providing me with the compulsory arbitration provision in the labor contract between Local 1089, AFSCME, AFL-CIO, and the St. Clair County Board of Commissioners, do hereby acknowledge that as a condition to my continued employment with the County that I will appear as a witness in all arbitration hearings upon request, and answer, under oath, all questions which the arbitrator directs me to answer. I further agree that my failure to appear, upon request, or my failure to answer such questions as the arbitrator directs me to answer shall constitute good and sufficient cause for my summary discharge.

- 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 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 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 DISCIPLINE

#### SECTION 1

The Employer shall notify the Union in writing within two (2) working days of the discharge or suspension of a member and within seven (7) calendar days of the discipline of a member. A member shall be entitled to have a local designated representative present when discipline is administered and shall be so advised at the time that a meeting is scheduled for this purpose. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same and a copy of any written 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.

#### 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 the fringe benefits normally due a part time employee.

#### SECTION 5

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

- a. The employee shall be placed on the full time employee seniority roster from their date of hire.
- b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.
- c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to 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 as defined in Article 23 - Service Recognition.

#### SECTION 6

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

- a. The employee shall have their seniority prorated. The proration shall represent the number of hours worked to the number of normal full time hours.
- b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their prorated seniority.
- c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to 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 as defined in Article 34, Service Recognition provided that they become a full time employee prior to July 1, 1996.

ARTICLE 11  
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

- a. Resigns or quits.
- b. Is discharged and the discharge is not reversed.
- c. The employee does not return to work when recalled from layoff as set forth in the recall provisions of this Agreement.
- d. Retires.
- e. Fails to return to work at the end of an approved leave, unless authorized or excused in writing.
- f. Is absent without approval for three (3) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.
- g. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than two (2) years.

ARTICLE 12  
SENIORITY LIST

- A. The seniority list on the date of this Agreement will show the date employed (first day on which the employee reported for work), name and job title of all employees of the Bargaining Unit entitled to seniority.
- B. The Employer will keep the seniority list up to date at all times and will provide the Local President with a copy at least every six (6) months. The local President or secretary shall, during normal office hours be entitled to make copies and distribute to all bargaining unit sites using interdepartmental mail. Seniority lists shall be proper subject matter to be posted on union bulletin boards by bargaining unit members.

ARTICLE 13  
LAYOFF

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work or budget limitation as determined by the Employer. An employee shall be considered to be laid off who is not working in the classification to which they were last hired.

SECTION 2

When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly. The Union may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting. When a layoff is to employee(s) in state or federally funded programs, no meeting shall be scheduled.

SECTION 3

The method of layoff, insofar as it does not violate any provision herein, shall not be subject to the Grievance Procedure.

SECTION 4

Employees to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

SECTION 5

A layoff shall be limited to the department(s) affected as determined by the Employer. A department is a division of the County which provides a particular County service or function individually funded and managed apart from any other division. Departments with employees who are subject to representation are: Animal Shelter, Administrator/Controller, Building and Grounds, Cooperative Extension, County Register/Clerk, Data Processing, Drain Commission, Equalization, Landfill, Lands and Graphics, Library, Parks and Recreation, Prosecuting Attorney, Public Health, Planning, Sheriff, Treasurer and Veteran's Affairs. An employee shall not be entitled to displace an employee in another department but shall be strictly limited to displacements within their assigned department.

SECTION 6

When a layoff is necessary, temporary and probationary employees in the affected department shall be laid off first, provided the remaining employees are qualified to perform the



function required by the Employer. To be qualified, an employee must meet the minimal education, experience and ability standards established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained.

#### SECTION 7

An employee who is scheduled for layoff but who has sufficient seniority and has the necessary qualifications to displace another employee in their department in a different classification shall be granted a one (1) month trial period. The trial period will provide the County and the employee with the opportunity to become acquainted with the job. If, at the end of the trial period, the employee is unable to perform the function to the satisfaction of the Supervisor, the employee shall be laid off and the most senior laid off employee qualified for the position shall be recalled.

#### SECTION 8

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range or in another department.

#### SECTION 9

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

#### SECTION 10

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

#### SECTION 11

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than twenty-four (24) months.

#### 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 twenty-four (24) 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 and in the event that the temporary assignment will be for fifteen (15) consecutive work days, a copy will be provided to the Union.

### SECTION 3

A temporarily assigned employee shall not be paid the rate

consistent with the position for working five (5) or 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 as defined in Article 20 - Leaves 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 within the bargaining unit, the Employer shall post a job vacancy notice within the affected department. The posting shall be in a conspicuous place. The local president shall be provided a copy of the job posting.

#### 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 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.....	30%
Qualification Evaluation.....	30%
(10% for each factor)	
Oral Interview.....	20%
Seniority.....	20%
(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. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. The department head must appoint the best qualified candidate based upon the following criteria:

Examination Results.....	30%
Qualification Evaluation.....	30%
(10% for each factor)	
Oral Interview.....	20%

Seniority.....20%  
(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

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

SECTION 3

Upon Employer approval, 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 4

An employee who has a combined continuous leave of absence, including extensions, for one (1) year and is unable to return to work shall be considered to have resigned.

SECTION 5

All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when

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

#### SECTION 6

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

#### SECTION 7

An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician of medical recovery.

#### SECTION 8

Request for an extension of a leave of absence under Section 3 a. and b. shall be submitted in writing to the department head no less than five (5) working days prior to the expiration date of the leave. A request for an extension of a leave of absence under Section 1, a or b, shall be submitted to the department head as soon as practical upon the employee becoming aware that an extension will be necessary.

#### SECTION 9

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

#### SECTION 10

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

#### SECTION 11

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

#### SECTION 12

Union employees elected to attend the International Convention, Council Convention or educational 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 13

The Employer shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

## ARTICLE 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 as defined in Article 20, Leaves 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

Any part time employee working six (6) or more consecutive hours shall be entitled to a thirty (30) minute lunch period as established by past practice.

#### SECTION 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 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

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.

SECTION 3

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

SECTION 4

Each employee shall be eligible to accrue sick days to a maximum of thirty (30) days.

SECTION 5

All full time employees shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. 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 provided for the duration of the illness or injury not to exceed a maximum 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.

SECTION 6

The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, continuation of fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

## SECTION 7

The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

## SECTION 8

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

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

## SECTION 9

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

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

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

## SECTION 10

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

SECTION 11

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

SECTION 12

An employee shall be eligible to use sick days after completion of the probationary period.

SECTION 13

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

SECTION 14

An employee on an approved leave of absence shall be subject to all the provisions of Article 20, Leaves of Absence, as it may apply.

SECTION 15

The Employer may require the employee to provide a physician's statement in order to use sick days when a member of the immediate family is seriously or critically ill. The employee may not use more than ten (10) sick days.

SECTION 16

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

SECTION 17

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

SECTION 18

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

SECTION 19

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

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

#### SECTION 20

In the event of an employee's death, 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 21

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

#### SECTION 22

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

### ARTICLE 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, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents, Grandchildren and Legal Dependents.

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

## SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely 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	5	2 1/2
3 - 4	10	5
5 - 9	17	8 1/2
10 - 14	20	10
15 - 19	23	11 1/2
20 - 24	25	12 1/2
25+	28	14

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.

ARTICLE 30  
HOLIDAYS

SECTION 1

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

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
December 24  
Christmas Day  
December 31

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

SECTION 2

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

#### 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 County Health Plan which is patterned on a Blue Cross/Blue Shield PSG health care 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  
HCB-1 - Hospice Care  
RM - Routine Mammogram  
VST - Voluntary Sterilization  
FC - Dependent Eligibility  
SD - Sponsored Dependent  
COB - Coordination of Benefits  
\$5.00 Co-Pay - Prescription Drug Rider  
Master Medical Option 1  
Precertification  
Case Management  
FAE - RCA Emergency Room  
VCA - 80 Optical Plan

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.

Part time regular employees should they choose to participate shall pay the total cost of health insurance premiums by way of a payroll deduction. The payroll deduction shall be made from the paycheck immediately prior to receipt of the health insurance statement.

## SECTION 2

Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core 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 employees 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 \$35,000 and shall include an A.D. & D. Rider.

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

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



SECTION 2

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

SECTION 3

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

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

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum Payment</u>
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.

SECTION 3

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

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 in Section 2, which shall not be utilized until such time as the Employer is notified that an employee is desirous of utilizing said section, or Section 3 as determined by the employee.

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. The mileage rate in effect for 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. Mileage is paid subsequent to submission for reimbursement.

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

An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

## SECTION 7

Individual bargaining unit members employed as of September 9, 1992 shall be entitled to select either the plan provided herein or maintain the plan in effect 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  
DISCRIMINATION AND HARASSMENT

SECTION 1

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

**ARTICLE 44  
WAGE SCHEDULE # 1  
July 01, 1995**

**I. - CLERICAL/ACCOUNTING SERIES**

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Account Clerk I	\$20,838	\$21,177	\$21,543	\$22,306	\$23,092
Account Clerk II	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701
Account Clerk III	\$25,744	\$26,157	\$26,701	\$27,720	\$28,791
Accountant	\$30,482	\$30,995	\$31,697	\$32,966	\$34,290
Accountant/Financial Systems Manager	\$34,290	\$34,999	\$35,712	\$37,116	\$38,502
Business Off. Manager Clerk	\$34,290	\$34,999	\$35,712	\$37,116	\$38,502
Clerk Stenographer	\$19,481	\$19,821	\$20,161	\$20,838	\$21,543
Clerk Typist I	\$21,543	\$21,567	\$22,306	\$23,092	\$23,940
Clerk Typist II	\$20,500	\$20,838	\$21,177	\$21,936	\$22,698
Elections Clerk	\$21,543	\$21,936	\$22,306	\$23,092	\$23,940
Fiscal/Risk Mgmt. Coordinator	\$22,698	\$23,092	\$23,518	\$24,365	\$25,267
Executive Secretary	\$33,079	\$33,589	\$34,290	\$35,560	\$36,887
Legal Stenographer	\$24,815	\$25,267	\$25,744	\$26,701	\$27,720
Library Service Secretary	\$24,815	\$25,267	\$25,744	\$26,701	\$27,720
Payroll Supervisor	\$24,699	\$25,152	\$25,618	\$26,577	\$27,594
Secretary	\$26,701	\$27,213	\$27,720	\$28,791	\$29,920
Vital Statistics Clerk	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701
	\$22,698	\$23,092	\$23,518	\$24,365	\$25,267

**II. - MAINTENANCE UNSKILLED SERIES**

Appraiser Trainee	\$23,584	\$24,016	\$24,447	\$25,526	\$26,306
Cook I	\$20,591	\$20,938	\$21,278	\$21,975	\$22,762
Cook II	\$21,975	\$22,349	\$22,762	\$23,539	\$24,381
Custodian I	\$18,578	\$18,861	\$19,171	\$19,821	\$20,500
Custodian II	\$22,698	\$23,092	\$23,518	\$24,365	\$25,267
Dog Warden I	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701
Dog Warden II	\$24,815	\$25,267	\$25,744	\$26,701	\$27,720
Drain Commission Laborer	\$22,698	\$23,092	\$23,518	\$24,365	\$25,267
Equipment Repair/Operator	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701
Homemaker/Homeaide	\$16,914	\$17,174	\$17,461	\$18,011	\$18,583
Machine Operator I	\$20,500	\$20,838	\$21,177	\$21,936	\$22,698
Machine Operator II	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701
Maintenance Worker	\$24,699	\$25,152	\$25,619	\$26,577	\$27,594
Senior Maintenance Worker	\$26,701	\$27,213	\$27,720	\$28,791	\$29,920



SCHEDULE 1 - JULY 1, 1995 CONTINUED

**III. HOURLY RATED EMPLOYEES**

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Assist. Branch Librarian	\$9.38	\$9.55	\$9.69	\$9.98	\$10.36
Branch Librarian	\$10.36	\$10.51	\$10.70	\$11.04	\$11.44
Dental Hygienist	\$18.10				
Sanitary Landfill Attendant II	\$9.91	\$10.06	\$10.20	\$10.54	\$10.87

**IV. TECHNICAL/PROFESSIONAL SERIES**

Appraiser I	\$27,213	\$27,720	\$28,254	\$29,327	\$30,482
Appraiser II	\$31,260	\$31,855	\$32,476	\$33,744	\$35,070
Communication Tech.	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701
Computer Operator	\$25,999	\$26,481	\$26,980	\$27,998	\$29,380
Dental Aide/Clerk	\$20,500	\$20,838	\$21,177	\$21,936	\$22,698
Drain Fieldman	\$27,969	\$28,503	\$29,047	\$30,171	\$31,349
Environmental Health Clerk	\$20,500	\$20,838	\$21,177	\$21,936	\$22,698
4-H Program Assistant	\$20,500	\$20,838	\$21,177	\$21,936	\$22,698
Home Economist	\$29,920	\$30,482	\$31,076	\$32,317	\$33,611
Laboratory Technician	\$22,575	\$22,913	\$23,252	\$24,011	\$24,773
Landfill Attendant	\$18,578	\$18,861	\$19,171	\$19,821	\$20,500
Librarian IA	\$28,791	\$29,327	\$29,920	\$31,076	\$32,317
Librarian I	\$31,076	\$31,697	\$32,317	\$33,611	\$34,999
Librarian II	\$33,611	\$34,290	\$34,999	\$36,435	\$37,779
Librarian III	\$34,999	\$35,702	\$36,435	\$37,779	\$39,070
Library Assistant I	\$21,177	\$21,543	\$21,948	\$22,698	\$23,518
Library Assistant II	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701
Nutrition Dietician	\$25,744	\$26,157	\$26,701	\$27,720	\$28,788
Planner I	\$30,481	\$30,995	\$31,697	\$32,966	\$34,290
Planner II	\$33,611	\$34,290	\$34,999	\$36,435	\$37,779
Planner III	\$40,748	\$41,411	\$42,090	\$43,399	\$44,585
Preprofessional I	\$26,701	\$27,213	\$27,720	\$28,791	\$29,920
Preprofessional II	\$28,254	\$28,791	\$29,327	\$30,482	\$31,697
Property Survey Draftsman I	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701
Property Survey Draftsman II	\$25,744	\$26,157	\$26,701	\$27,720	\$28,788
Sanitarian	\$32,966	\$33,611	\$34,290	\$35,706	\$37,126
Sanitarian II	\$34,535	\$35,069	\$35,799	\$37,119	\$38,498
Sanitarian III	\$35,779	\$36,329	\$37,089	\$38,462	\$39,896
Senior Appraiser	\$35,459	\$36,166	\$36,880	\$38,284	\$39,670
Senior Communications Technician	\$26,701	\$27,213	\$27,720	\$28,791	\$29,920
Vision & Hearing Technician	\$23,940	\$24,365	\$24,815	\$25,744	\$26,701

**ARTICLE 44  
WAGE SCHEDULE # 2  
July 01, 1996**

**I. - CLERICAL/ACCOUNTING SERIES**

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Account Clerk I	\$21,359	\$21,706	\$22,082	\$22,864	\$23,670
Account Clerk II	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369
Account Clerk III	\$26,387	\$26,811	\$27,369	\$28,413	\$29,511
Accountant	\$31,245	\$31,770	\$32,490	\$33,790	\$35,148
Accountant/Financial Systems Manager	\$35,148	\$35,874	\$36,605	\$38,044	\$39,465
Business Off. Manager	\$35,148	\$35,874	\$36,605	\$38,044	\$39,465
Clerk	\$19,968	\$20,317	\$20,665	\$21,359	\$22,082
Clerk Stenographer	\$22,082	\$22,106	\$22,864	\$23,670	\$24,538
Clerk Typist I	\$21,013	\$21,359	\$21,706	\$22,484	\$23,265
Clerk Typist II	\$22,082	\$22,484	\$22,864	\$23,670	\$24,538
Elections Clerk	\$23,265	\$23,670	\$24,106	\$24,974	\$25,899
Fiscal/Risk Mgmt. Coordinator	\$33,906	\$34,429	\$35,148	\$36,449	\$37,809
Executive Secretary	\$25,436	\$25,899	\$26,387	\$27,369	\$28,413
Legal Stenographer	\$25,436	\$25,899	\$26,387	\$27,369	\$28,413
Library Service Secretary	\$25,317	\$25,781	\$26,258	\$27,242	\$28,284
Payroll Supervisor	\$27,369	\$27,893	\$28,413	\$29,511	\$30,668
Secretary	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369
Vital Statistics Clerk	\$23,265	\$23,670	\$24,106	\$24,974	\$25,899

**II. - MAINTENANCE UNSKILLED SERIES**

Appraiser Trainee	\$24,174	\$24,616	\$25,058	\$26,164	\$26,963
Cook I	\$21,106	\$21,461	\$21,810	\$22,524	\$23,331
Cook II	\$22,524	\$22,908	\$23,331	\$24,128	\$24,990
Custodian I	\$19,043	\$19,333	\$19,650	\$20,317	\$21,013
Custodian II	\$23,265	\$23,670	\$24,106	\$24,974	\$25,899
Dog Warden I	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369
Dog Warden II	\$25,436	\$25,899	\$26,387	\$27,369	\$28,413
Drain Commission Laborer	\$23,265	\$23,670	\$24,106	\$24,974	\$25,899
Equipment Repair/Operator	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369
Homemaker/Homeaide	\$17,336	\$17,603	\$17,897	\$18,462	\$19,048
Machine Operator I	\$21,013	\$21,359	\$21,706	\$22,484	\$23,265
Machine Operator II	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369
Maintenance Worker	\$25,317	\$25,781	\$26,259	\$27,242	\$28,284
Senior Maintenance Worker	\$27,369	\$27,893	\$28,413	\$29,511	\$30,668

SCHEDULE 2 - JULY 1, 1996 CONTINUED

**III. HOURLY RATED EMPLOYEES**

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Assist. Branch Librarian	9.61	9.79	9.93	10.23	10.62
Branch Librarian	10.62	10.77	10.97	11.32	11.72
Dental Hygienist	18.55				
Sanitary Landfill Attendant II	10.16	10.31	10.45	10.80	11.14

**IV. TECHNICAL/PROFESSIONAL SERIES**

Appraiser I	\$27,893	\$28,413	\$28,960	\$30,060	\$31,245
Appraiser II	\$32,042	\$32,651	\$33,288	\$34,588	\$35,947
Communication Tech.	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369
Computer Operator	\$26,649	\$27,143	\$27,655	\$28,698	\$30,114
Dental Aide/Clerk	\$21,013	\$21,359	\$21,706	\$22,484	\$23,265
Drain Fieldman	\$28,668	\$29,216	\$29,774	\$30,925	\$32,132
Environmental Health Clerk	\$21,013	\$21,359	\$21,706	\$22,484	\$23,265
4-H Program Assistant	\$21,013	\$21,359	\$21,706	\$22,484	\$23,265
Home Economist	\$30,668	\$31,245	\$31,853	\$33,125	\$34,451
Laboratory Technician	\$23,139	\$23,486	\$23,833	\$24,611	\$25,393
Landfill Attendant	\$19,043	\$19,333	\$19,650	\$20,317	\$21,013
Librarian IA	\$29,511	\$30,060	\$30,668	\$31,853	\$33,125
Librarian I	\$31,853	\$32,490	\$33,125	\$34,451	\$35,874
Librarian II	\$34,451	\$35,148	\$35,874	\$37,346	\$38,724
Librarian III	\$35,874	\$36,594	\$37,346	\$38,724	\$40,047
Library Assistant I	\$21,706	\$22,082	\$22,497	\$23,265	\$24,106
Library Assistant II	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369
Nutrition Dietician	\$26,387	\$26,811	\$27,369	\$28,413	\$29,508
Planner I	\$31,243	\$31,770	\$32,490	\$33,790	\$35,148
Planner II	\$34,451	\$35,148	\$35,874	\$37,346	\$38,724
Planner III	\$41,767	\$42,446	\$43,142	\$44,483	\$45,700
Preprofessional I	\$27,369	\$27,893	\$28,413	\$29,511	\$30,668
Preprofessional II	\$28,960	\$29,511	\$30,060	\$31,245	\$32,490
Property Survey Draftsman I	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369
Property Survey Draftsman II	\$26,387	\$26,811	\$27,369	\$28,413	\$29,508
Sanitarian	\$33,790	\$34,451	\$35,148	\$36,599	\$38,054
Sanitarian II	\$35,399	\$35,946	\$36,694	\$38,047	\$39,460
Sanitarian III	\$36,673	\$37,237	\$38,016	\$39,424	\$40,893
Senior Appraiser	\$36,345	\$37,070	\$37,801	\$39,241	\$40,661
Senior Communications Technician	\$27,369	\$27,893	\$28,413	\$29,511	\$30,668
Vision & Hearing Technician	\$24,538	\$24,974	\$25,436	\$26,387	\$27,369

**ARTICLE 44**  
**WAGE SCHEDULE # 3**  
**July 01, 1997**

**I. - CLERICAL/ACCOUNTING SERIES**

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Account Clerk I	\$21,893	\$22,249	\$22,634	\$23,435	\$24,261
Account Clerk II	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053
Account Clerk III	\$27,047	\$27,481	\$28,053	\$29,123	\$30,249
Accountant	\$32,026	\$32,564	\$33,302	\$34,635	\$36,026
Accountant/Financial Systems Manager	\$36,026	\$36,770	\$37,520	\$38,995	\$40,451
Business Off. Manager Clerk	\$36,026	\$36,770	\$37,520	\$38,995	\$40,451
Clerk Stenographer	\$20,467	\$20,825	\$21,181	\$21,893	\$22,634
Clerk Typist I	\$22,634	\$22,659	\$23,435	\$24,261	\$25,152
Clerk Typist II	\$21,538	\$21,893	\$22,249	\$23,047	\$23,847
Elections Clerk	\$22,634	\$23,047	\$23,435	\$24,261	\$25,152
Fiscal/Risk Mgmt. Coordinator	\$23,847	\$24,261	\$24,708	\$25,599	\$26,546
Executive Secretary	\$34,753	\$35,290	\$36,026	\$37,361	\$38,754
Legal Stenographer	\$26,072	\$26,546	\$27,047	\$28,053	\$29,123
Library Service Secretary	\$26,072	\$26,546	\$27,047	\$28,053	\$29,123
Payroll Supervisor	\$25,950	\$26,426	\$26,915	\$27,923	\$28,991
Secretary	\$28,053	\$28,590	\$29,123	\$30,249	\$31,434
Vital Statistics Clerk	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053
	\$23,847	\$24,261	\$24,708	\$25,599	\$26,546

**II. - MAINTENANCE UNSKILLED SERIES**

Appraiser Trainee	\$24,778	\$25,232	\$25,685	\$26,818	\$27,637
Cook I	\$21,634	\$21,998	\$22,355	\$23,087	\$23,915
Cook II	\$23,087	\$23,481	\$23,915	\$24,731	\$25,615
Custodian I	\$19,519	\$19,816	\$20,141	\$20,825	\$21,538
Custodian II	\$23,847	\$24,261	\$24,708	\$25,599	\$26,546
Dog Warden I	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053
Dog Warden II	\$26,072	\$26,546	\$27,047	\$28,053	\$29,123
Drain Commission Laborer	\$23,847	\$24,261	\$24,708	\$25,599	\$26,546
Equipment Repair/Operator	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053
Homemaker/Homeaide	\$17,770	\$18,043	\$18,345	\$18,923	\$19,524
Machine Operator I	\$21,538	\$21,893	\$22,249	\$23,047	\$23,847
Machine Operator II	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053
Maintenance Worker	\$25,950	\$26,426	\$26,916	\$27,923	\$28,991
Senior Maintenance Worker	\$28,053	\$28,590	\$29,123	\$30,249	\$31,434

SCHEDULE 3 - JULY 1, 1997 CONTINUED

**III. HOURLY RATED EMPLOYEES**

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Assist. Branch Librarian	9.85	10.04	10.18	10.49	10.89
Branch Librarian	10.89	11.04	11.24	11.60	12.02
Dental Hygienist	19.02				
Sanitary Landfill Attendant II	10.41	10.56	10.72	11.07	11.42

**IV. TECHNICAL/PROFESSIONAL SERIES**

Appraiser I	\$28,590	\$29,123	\$29,684	\$30,812	\$32,026
Appraiser II	\$32,843	\$33,468	\$34,120	\$35,452	\$36,846
Communication Tech.	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053
Computer Operator	\$27,315	\$27,821	\$28,346	\$29,415	\$30,867
Dental Aide/Clerk	\$21,538	\$21,893	\$22,249	\$23,047	\$23,847
Drain Fieldman	\$29,385	\$29,946	\$30,518	\$31,698	\$32,936
Environmental Health Clerk	\$21,538	\$21,893	\$22,249	\$23,047	\$23,847
4-H Program Assistant	\$21,538	\$21,893	\$22,249	\$23,047	\$23,847
Home Economist	\$31,434	\$32,026	\$32,649	\$33,953	\$35,312
Laboratory Technician	\$23,717	\$24,073	\$24,429	\$25,226	\$26,027
Landfill Attendant	\$19,519	\$19,816	\$20,141	\$20,825	\$21,538
Librarian IA	\$30,249	\$30,812	\$31,434	\$32,649	\$33,953
Librarian I	\$32,649	\$33,302	\$33,953	\$35,312	\$36,770
Librarian II	\$35,312	\$36,026	\$36,770	\$38,279	\$39,692
Librarian III	\$36,770	\$37,509	\$38,279	\$39,692	\$41,048
Library Assistant I	\$22,249	\$22,634	\$23,059	\$23,847	\$24,708
Library Assistant II	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053
Nutrition Dietician Planner I	\$27,047	\$27,481	\$28,053	\$29,123	\$30,246
Planner II	\$32,025	\$32,564	\$33,302	\$34,635	\$36,026
Planner III	\$35,312	\$36,026	\$36,770	\$38,279	\$39,692
Preprofessional I	\$42,811	\$43,507	\$44,220	\$45,596	\$46,843
Preprofessional II	\$28,053	\$28,590	\$29,123	\$30,249	\$31,434
Property Survey Draftsman I	\$29,684	\$30,249	\$30,812	\$32,026	\$33,302
Property Survey Draftsman II	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053
Sanitarian	\$27,047	\$27,481	\$28,053	\$29,123	\$30,246
Sanitarian II	\$34,635	\$35,312	\$36,026	\$37,513	\$39,005
Sanitarian III	\$36,284	\$36,845	\$37,611	\$38,999	\$40,447
Senior Appraiser	\$37,590	\$38,168	\$38,966	\$40,409	\$41,916
Senior Communications Technician	\$37,254	\$37,997	\$38,747	\$40,222	\$41,678
Vision & Hearing Technician	\$28,053	\$28,590	\$29,123	\$30,249	\$31,434
	\$25,152	\$25,599	\$26,072	\$27,047	\$28,053

**ARTICLE 44**  
**WAGE SCHEDULE # 4**  
**July 01, 1998**

**I. - CLERICAL/ACCOUNTING SERIES**

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Account Clerk I	\$22,441	\$22,805	\$23,200	\$24,021	\$24,868
Account Clerk II	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754
Account Clerk III	\$27,723	\$28,168	\$28,754	\$29,852	\$31,005
Accountant	\$32,826	\$33,378	\$34,134	\$35,501	\$36,927
Accountant/Financial Systems Manager	\$36,927	\$37,690	\$38,458	\$39,970	\$41,463
Business Off. Manager Clerk	\$36,927	\$37,690	\$38,458	\$39,970	\$41,463
Clerk Stenographer	\$20,979	\$21,346	\$21,711	\$22,441	\$23,200
Clerk Typist I	\$23,200	\$23,225	\$24,021	\$24,868	\$25,781
Clerk Typist II	\$22,076	\$22,441	\$22,805	\$23,623	\$24,443
Elections Clerk	\$23,200	\$23,623	\$24,021	\$24,868	\$25,781
Fiscal/Risk Mgmt. Coordinator	\$24,443	\$24,868	\$25,326	\$26,239	\$27,210
Executive Secretary	\$35,622	\$36,172	\$36,927	\$38,295	\$39,723
Legal Stenographer	\$26,723	\$27,210	\$27,723	\$28,754	\$29,852
Library Service Secretary	\$26,723	\$27,210	\$27,723	\$28,754	\$29,852
Payroll Supervisor	\$26,599	\$27,086	\$27,588	\$28,621	\$29,716
Secretary	\$28,754	\$29,305	\$29,852	\$31,005	\$32,220
Vital Statistics Clerk	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754
	\$24,443	\$24,868	\$25,326	\$26,239	\$27,210

**II. - MAINTENANCE UNSKILLED SERIES**

Appraiser Trainee	\$25,398	\$25,862	\$26,327	\$27,488	\$28,328
Cook I	\$22,174	\$22,548	\$22,914	\$23,665	\$24,512
Cook II	\$23,665	\$24,068	\$24,512	\$25,349	\$26,255
Custodian I	\$20,007	\$20,311	\$20,645	\$21,346	\$22,076
Custodian II	\$24,443	\$24,868	\$25,326	\$26,239	\$27,210
Dog Warden I	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754
Dog Warden II	\$26,723	\$27,210	\$27,723	\$28,754	\$29,852
Drain Commission Laborer	\$24,443	\$24,868	\$25,326	\$26,239	\$27,210
Equipment Repair/Operator	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754
Homemaker/Homeaide	\$18,214	\$18,494	\$18,803	\$19,396	\$20,012
Machine Operator I	\$22,076	\$22,441	\$22,805	\$23,623	\$24,443
Machine Operator II	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754
Maintenance Worker	\$26,599	\$27,086	\$27,589	\$28,621	\$29,716
Senior Maintenance Worker	\$28,754	\$29,305	\$29,852	\$31,005	\$32,220

SCHEDULE 4 - JULY 1, 1998 CONTINUED

**III. HOURLY RATED EMPLOYEES**

	<u>START</u>	<u>6.MOS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Assist. Branch Librarian	10.10	10.29	10.43	10.75	11.16
Branch Librarian	11.16	11.31	11.52	11.89	12.32
Dental Hygienist	0.00				
Sanitary Landfill Attendant II	10.67	10.83	10.98	11.35	11.70

**IV. TECHNICAL/PROFESSIONAL SERIES**

Appraiser I	\$29,305	\$29,852	\$30,427	\$31,582	\$32,826
Appraiser II	\$33,664	\$34,304	\$34,973	\$36,339	\$37,767
Communication Tech.	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754
Computer Operator	\$27,998	\$28,517	\$29,055	\$30,151	\$31,639
Dental Aide/Clerk	\$22,076	\$22,441	\$22,805	\$23,623	\$24,443
Drain Fieldman	\$30,120	\$30,695	\$31,281	\$32,491	\$33,759
Environmental Health Clerk	\$22,076	\$22,441	\$22,805	\$23,623	\$24,443
4-H Program Assistant	\$22,076	\$22,441	\$22,805	\$23,623	\$24,443
Home Economist	\$32,220	\$32,826	\$33,465	\$34,802	\$36,195
Laboratory Technician	\$24,310	\$24,675	\$25,040	\$25,857	\$26,678
Landfill Attendant	\$20,007	\$20,311	\$20,645	\$21,346	\$22,076
Librarian IA	\$31,005	\$31,582	\$32,220	\$33,465	\$34,802
Librarian I	\$33,465	\$34,134	\$34,802	\$36,195	\$37,690
Librarian II	\$36,195	\$36,927	\$37,690	\$39,236	\$40,684
Librarian III	\$37,690	\$38,447	\$39,236	\$40,684	\$42,074
Library Assistant I	\$22,805	\$23,200	\$23,636	\$24,443	\$25,326
Library Assistant II	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754
Nutrition Dietician	\$27,723	\$28,168	\$28,754	\$29,852	\$31,002
Planner I	\$32,825	\$33,378	\$34,134	\$35,501	\$36,927
Planner II	\$36,195	\$36,927	\$37,690	\$39,236	\$40,684
Planner III	\$43,881	\$44,595	\$45,326	\$46,735	\$48,014
Preprofessional I	\$28,754	\$29,305	\$29,852	\$31,005	\$32,220
Preprofessional II	\$30,427	\$31,005	\$31,582	\$32,826	\$34,134
Property Survey Draftsman I	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754
Property Survey Draftsman II	\$27,723	\$28,168	\$28,754	\$29,852	\$31,002
Sanitarian	\$35,501	\$36,195	\$36,927	\$38,451	\$39,980
Sanitarian II	\$37,191	\$37,766	\$38,552	\$39,973	\$41,458
Sanitarian III	\$38,530	\$39,122	\$39,940	\$41,419	\$42,964
Senior Appraiser	\$38,185	\$38,947	\$39,715	\$41,227	\$42,720
Senior Communications Technician	\$28,754	\$29,305	\$29,852	\$31,005	\$32,220
Vision & Hearing Technician	\$25,781	\$26,239	\$26,723	\$27,723	\$28,754

ARTICLE 45  
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1995 and shall continue in operation and effect through June 30, 1999. 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, 1999 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, 1999 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  
ARTICLE 18  
JOB POSTING

In accordance with Article 18 - Job Posting, Section 1, the County of St. Clair and the AFSCME Local 1089 do hereby agree that job postings shall be made at the following locations, until or unless otherwise mutually agreed:

County Building  
Public Library  
Annex Building  
Drain Commission  
Landfill  
Jail Kitchen

Public Service Building  
Goodells Park Building  
Animal Shelter  
Algonac Health Department  
Dental Clinic

A mailing or facsimile transmission shall constitute a "posting". It shall be the responsibility of the County to mail or fax job postings to each of the above locations. A posting transmitted to the Public Library will be faxed simultaneously to each branch library by the Public Library. It shall be the responsibility of the Union to insure that a posting notice is communicated to bargaining unit members at their locations.

The parties hereto agree that this modification to Article 18 will be implemented and administered for a trial period of eighteen (18) months or for the duration of this contract, whichever is sooner. Upon the expiration of the trial period, if the parties are in agreement that the provisions contained in this Letter of Agreement are functioning satisfactorily, the provisions will be incorporated into and become a part of Article 18. On or before the expiration of the trial period either party shall have the right to request a meeting for the purpose of discussing problems encountered in the administration of this provision and endeavor to arrive at a mutually agreeable solution.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

DATE

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE 29 - VACATIONS

The County of St. Clair and the Public Service Employees Local 1089 - AFSCME, hereby establish and agree to the implementation of changes to Article 29 - Vacations as follows:

1. The effective date of the implementation of agreed upon changes shall be on the first day of the month following ratification by the Union and the Employer.

2. All current employees as of the date of implementation who would be adversely affected by the modified schedule shall continue to accrue vacation based on the schedule contained in the July 1, 1991 through June 30, 1995 Collective Bargaining Agreement until such time as their years of service would entitle them to benefit from the modified schedule.

3. The parties have identified and agreed that the employees that are to be "red circled" in accordance with sub-paragraph 2 above are as follows:

<u>EMPLOYEE</u>	<u>HIRE DATE</u>	<u>CONVERSION DATE TO NEW SCHEDULE</u>
-----------------	------------------	--------------------------------------------

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

DATE

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE 25 - SICK DAYS AND DISABILITY

The County of St. Clair and the Public Service Employees Local 1089 - AFSCME, hereby establish and agree to the implementation of Article 25 - Sick Days and Disability as follows:

1. Each employee who has accrued more than thirty (30) days of sick time shall be required to retain an initial minimum of twenty (20) work days in their individual sick day bank. The employee shall have discretion to determine whether to retain up to thirty (30) or the minimum twenty (20) days. The decision of the employee shall be communicated to the County on a form provided by the County.

2. An employee with between twenty (20) and thirty (30) sick days shall be entitled to retain all the sick days in their bank or a minimum of twenty (20) sick days. The sick days in excess of twenty (20) shall be reimbursed to the employee.

3. The sick days accrued by an employee in excess of the designated thirty (30) or twenty (20) shall be reimbursed to the employee at the rate of fifty (50%) percent at the salary rate in affect at the time of reimbursement.

4. The employee shall exclusively determine the method of payment according to the following available options:

- a. Payment in cash through normal payroll.
- b. Deferment through the established County sponsored deferred compensation plan(s).
- c. Conversion to vacation days, however, said conversion when added to an employee's accrued vacation days shall not cause an employee's credited vacation to exceed thirty-five (35) days total.

5. The employee shall be entitled to either of the payment options above outlined or any combination thereof.

6. The employee shall complete and submit their option form within thirty (30) calendar days. Failure to exercise an option shall result in the employee receiving payment in cash through normal payroll.

7. In the event any bargaining unit member considers that they may have, or has a pre-existing medical condition that could lead to an excluded disability during the first twelve months of coverage, the employee may opt to retain their sick days in excess of thirty (30) days for one (1) year from the date of coverage.

The value of the sick days retained shall not increase during the one year period and shall be paid at the initial pre-determined rate if taken during the one year period. If a disability does not in fact occur that is a result of an excluded pre-existing condition, all days so retained shall be paid at the rate of fifty (50%) percent of the pre-determined value with employee choice of options contained in item 4 above. In the event of an employees termination during the one year period for other than gross misconduct, the retained sick days shall be paid at the initial predetermined rate.

FOR THE EMPLOYER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

\_\_\_\_\_

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

\_\_\_\_\_

RESOLUTION 96-29

MUELLER BRASS SETTLEMENT FUND  
DISTRIBUTION

WHEREAS, on May 26, 1992 a consent judgement was entered into between the State of Michigan and the Mueller Brass Corporation whereby Mueller Brass deposited \$740,643.00 into an escrow account for the expressed purpose of purchasing real property for the State of Michigan in either the St. Clair Flats Wildlife Area or the Port Huron State Game Area; and

WHEREAS, all monies, including accrued interest, not spent from the fund for the purchase of property in the designated areas by May 26, 1997 will be transferred into the General Fund of the State of Michigan to be spent by the Legislature for any purpose, any where; and

WHEREAS, it was the intent of the consent judgement to use the designated money to preserve and protect real property in St. Clair County for use as recreational land; and

WHEREAS, to date, no money has been spent from the fund; and


WHEREAS, the designated money is in jeopardy of being lost to the State of Michigan's General Fund.

NOW, THEREFORE, BE IT RESOLVED THAT the St. Clair County Board of Commissioners expresses its concern that the Michigan Department of Natural Resources has been unable to invest the designated monies in real property in St. Clair County as intended by the consent judgement.


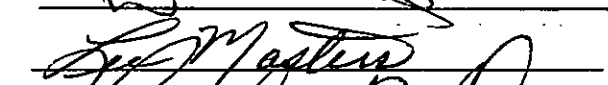



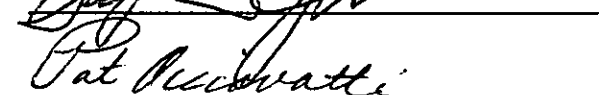
BE IT FURTHER RESOLVED THAT the St. Clair County Board of Commissioners strongly urges the elected representatives of St. Clair County, including Senator DeGrow, and Representatives London and Willard to do everything in their power to insure that the designated funds are spent in St. Clair County as intended by the consent judgement.

DATED: July 24, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-28

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; and

WHEREAS, Part 115 of Public Act 451 of 1994, 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 Environmental Quality.

WHEREAS, the Michigan Department of Environmental Quality 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 Environmental Quality for the account of the County of St. Clair may be posted in lieu of a bond; and

WHEREAS, Maureen Ruff, Treasurer, County of St. Clair executed and delivered unto Michigan National Bank, a Standby Letter of Credit Application and Agreement, dated July 22, 1996, a copy of which is attached hereto as Exhibit "A", requesting Michigan National 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 Environmental Quality for the account of the County of St. Clair.

WHEREAS, Michigan National 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 of Application and Agreement unto Michigan National Bank.

NOW, THEREFORE, BE IT RESOLVED, that

1) The execution and delivery of that certain Standby Letter of Application and Agreement dated July 22, 1996 by Maureen Ruff, Treasurer, County of St. Clair, unto Michigan National Bank and the procurement of Irrevocable Letter of Credit from Michigan National Bank in favor of the Michigan Department of Environmental Quality 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.

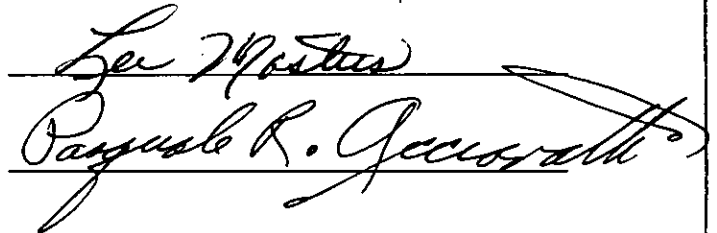

2) All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution, be and the same hereby are rescinded.

DATED: July 24, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



L/C No. \_\_\_\_\_ (FOR BANK USE ONLY)

# Application and Agreement for Irrevocable Standby Letter of Credit

TO: Michigan National Bank  
Attn: International Division  
27777 Inkster Road  
Farmington Hills, MI 48334

Date: July 22, 1996

Please issue an Irrevocable Standby Letter of Credit as set forth below and forward same to **Applicant** ~~Beneficiary~~ by:

- Mail  Overnight Mail
- or by July 31, 1996
- Return Original  Hold for Applicant
- to Loan Officer pick-up

Beneficiary		Applicant	
Director, Michigan Department of Environmental Quality c/o Division Chief, Waste Management Div. P.O. Box 30241 Lansing, MI 48909-7741		County of St. Clair County Building 201 McMorran Blvd. Port Huron, MI 48060 Amount _____	
Expiration Date:	August 4, 1998	In Figures	\$1,000,000.00
		In Words	One Million Dollars

Relative To:

- Clean letter of Credit - No documents other than draft required
- Draft(s) to be accompanied by:

**Applicant understands that this Credit is subject to and Applicant agrees to be bound by the Terms and Conditions set forth on the reverse side of this Application and Agreement.**

Except so far as otherwise expressly stated herein, this Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, and to the Michigan Uniform Commercial Code, MCL 440.1101 et. seq.

MUST BE COMPLETED BY LOAN OFFICER

Loan Officer: David L. Grenville  
Mail Code 05-53 Phone No. 810-987-1821 Cost Center \_\_\_\_\_

**FEES PAYABLE UPON ISSUANCE**

LC Fee Rate To be paid in total \$5,000.00

~~XXXXXXXXXX~~ (.25 annually = \$2,500.00)

Check Attached \_\_\_\_\_

Backed by Cash  Yes  No

Disbursement No. \_\_\_\_\_

04011 (12/93)

County of St. Clair

(Name of Applicant)

By: *Maureen Ruff*  
(Authorized Signature)

Maureen Ruff

County Treasurer  
(Title)

Michigan National Bank

By: \_\_\_\_\_ Vice President  
(Authorized Signature) David L. Grenville (Title)

EXHIBIT "A"



## Terms and Conditions

In this agreement, the words **you** and **your** shall mean Michigan National Bank, and the words **we**, **us** and **our** shall mean the "Applicant" identified on the reverse side hereof.

In consideration of your issuing your Irrevocable Standby Letter of Credit ("Letter of Credit" or "Credit") at our request, we agree with you as follows:

1. We will pay you on demand at your address specified in the Application on the reverse side hereof in same day funds the amount of each draft or other request for payment ("Draft") drawn under the Letter of Credit, except that if such Draft is drawn in a currency other than United States currency, we shall pay the equivalent in United States currency, at your then selling rate for cable transfers to the place where the Draft is payable, of such amount in such other currency; or, at your option, will pay you in such other currency in a place, form and manner acceptable to you. We authorize you to charge any of our accounts with you for all monies paid by you or for which you become liable under the Letter of Credit.
2. We shall pay you on demand (in such currency as would be payable, and if applicable, at such equivalent in United States currency as would be used in respect of Drafts drawn under any Letter of Credit under Section 1 above): (a) interest on all amounts remaining unpaid under Section 1 from time to time at a variable rate of interest equal to three percent (3%) above your prime rate of interest established from time to time, or at such other rate as may be specified in any promissory note executed and delivered by us to you pursuant to this Agreement, but in no event shall the interest charged us be in excess of the maximum rate permitted by applicable law; (b) commissions in respect of the Letter of Credit as we may agree with you, and in the absence of such agreement, such commissions as you may reasonably determine from time to time; and (c) all expenses which you may pay or incur in connection with the Letter of Credit.
3. Neither you nor your correspondents shall be responsible in any way for performance by any beneficiary of its obligations to us, nor the form, sufficiency, correctness, genuineness, or authority of any person signing, or for the falsification or legal effect of any documents called for under the Letter of Credit, if such documents, on your good faith examination, appear on their face to comply with the Letter of Credit. Further, any action, inaction, or omission taken or suffered by you or any of your correspondents under or in connection with the Letter of Credit or any Drafts, documents, or property relative to such Credit, if in good faith and conformity with the law governing this Agreement, shall be binding upon us and neither you nor any of your correspondents shall be liable to us as a result of such action, inaction or omission. Without limiting the generality of the foregoing, you and your correspondents may (a) act in reliance upon any oral, telephonic, telegraphic, electronic or written request or notice believed in good faith to have been authorized by us, whether or not given or signed by an authorized person; and (b) receive, accept or pay as complying with the terms of the Letter of Credit any Drafts or other documents, otherwise in order, which may be signed by, or issued to, any person determined by you in good faith to be authorized to present Drafts under the Letter of Credit. All directions and correspondence relating to the Letter of Credit are to be sent at our risk, and you do not assume any responsibility for any inaccuracy, interruption, error or delay in transmission or delivery or for any inaccuracy in translation.
4. Upon or at any time after the happening of any of the following "events of default," the amount of the Letter of Credit, as well as any and all other of our obligations under this Agreement, shall at your option and without further demand upon or notice to us, become due and payable immediately: (a) nonpayment when due of any of our obligations under this Agreement or otherwise; (b) our failure to perform or observe any other term or covenant of this Agreement; (c) the dissolution or termination of our existence; (d) institution by or against us of any proceeding seeking to adjudicate us bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of our business or our debts under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar person for us or for any substantial part of our property; (e) any seizure, vesting or intervention by or under the authority of a government by which our management is displaced or its authority in the control of its business is curtailed; (f) the attachment or restraint as to any funds or other property which may be in or come into your possession or control, or the possession or control of any third party acting on your behalf, for our account or benefit, or the issuance of any court order or other legal process against the same; or (g) the occurrence of any of the above events of default with respect to any person or entity which has guaranteed any of our obligations.
5. The balance of any deposit account we have with you, any claim we have against you and all property belonging to us which is now or subsequently in your possession for any purpose, is hereby made security for any and all of our liabilities and obligations to you under this Agreement. If at any time, and from time to time, you require collateral or additional collateral, we shall, upon demand, assign and deliver to you as security for any and all liabilities and obligations we have now or hereafter may have under this Agreement collateral of a type and value satisfactory to you.
6. We shall comply with all foreign and United States laws, rules and regulations now or hereafter applicable to the Credit and to our execution, delivery, and performance of this Agreement.
7. We will indemnify you from and against (a) all loss or damage to you arising out of your issuance of, or any other action taken by you in connection with, the Letter of Credit, other than loss or damage resulting from your gross negligence or willful misconduct; and (b) all costs and expenses, including reasonable attorneys fees and legal expenses, all claims or legal proceedings arising out of your issuance of the Letter of Credit or incident to the collection of amounts we owe under this Agreement or the enforcement of your rights hereunder, including, without limitation, legal proceedings relating to any court order, injunction, or other process or decree restraining or seeking to restrain you from paying any amount under the Letter of Credit. Upon the occurrence and during the continuance of any event of default, you are hereby authorized to set off and apply any and all of our deposits at any time held by you and any other indebtedness at any time owing by you to us or for our credit or account against any and all of the liabilities and obligations we now or hereafter may have under this Agreement. The *setoff rights granted in this paragraph shall be in addition to any and all other rights and remedies which you may have against us or our property under this or any other agreement with us or which you may have by law or in equity.*
8. This Agreement shall be binding upon us, our successors and assigns, and shall benefit you, your successors, transferees and assigns. Each person signing this Agreement as "Applicant" shall be liable jointly and severally to you.
9. The Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce (the "UCP") shall be deemed part of this Agreement and shall apply to the Letter of Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, including without limitation the Michigan Uniform Commercial Code, as it may be amended from time to time, the laws of the United States of America, and to the extent that it is not inconsistent therewith, by the UCP.
10. *Increased Costs.* If reserve or capital requirements, or any similar requirements or restrictions to which you are or may become subject are hereafter imposed upon you by statute, regulation, or rule, or are determined or held to be applicable to you with respect to this Agreement or to the Letter of Credit, at any time and from time to time by any court, government or governmental authority having jurisdiction over you, which would materially increase the costs to you of continuing the Letter of Credit, then you may, upon thirty (30) days prior written notice to us, adjust your fee so as to compensate you for any resulting cost increase in order to preserve to you the fee return in effect at the inception of this Agreement; provided, however, that no such fee adjustment shall be made if we replace the Letter of Credit within thirty days of your notice hereunder, thereby terminating your liability under the Letter.

RESOLUTION 96-27

OPPOSING THE USE OF BLOCK GRANTS TO FUND  
PROBATE COURT JUVENILE ACTIVITIES

WHEREAS, St. Clair County, through the Juvenile Court, provides juvenile services for placement of youth, probation and detention and funds these activities with local County tax dollars along with supplement State dollars provided through the Child Care Fund; and

WHEREAS, the cost of these services have significantly increased without the State dollars increasing due to a "CAP" on Child Care Funds; and

WHEREAS, the State is considering turning all delinquency services over to County government and to provide Block Grants to Counties that appear to be insufficient to cover the current costs; and

WHEREAS, no adjustment for inflation has been included in the Block Grant concept, which will further erode the County General Fund budget.

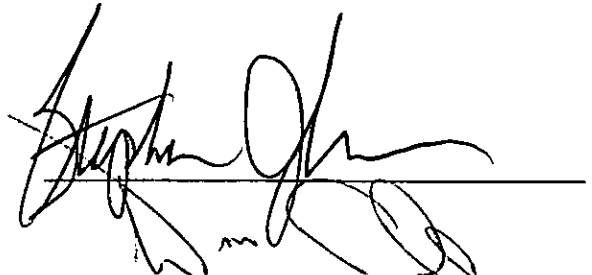
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners, hereby opposes the use of Block Grants to fund Probate Court Juvenile Activities unless the grants include the total costs incurred and include annual "Cost of Living" increases.

DATED: July 24, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
Corporation Counsel  
301 County Building  
Port Huron, MI 48060





ST. CLAIR COUNTY  
PROBATE AND JUVENILE COURT

COUNTY BUILDING ROOM 212  
PORT HURON, MICHIGAN 48060  
TELEPHONE: (810) 985-2090

ROBERT R. SPILLARD  
JUDGE OF PROBATE

JOHN R. MONAGHAN  
JUDGE OF PROBATE

GRANT C. NIXON  
Court Administrator  
Director of Juvenile Services

MEMORANDUM

**TO: Judge Spillard and Judge Monaghan**

**FROM: Grant C. Nixon**

**DATE: June 10, 1996**

**RE: Block Grant vs Child Care Cap**

The most current draft/proposal regarding the Delinquent Block Grant sets the amount of the Grant at \$1,236,112.00. St. Clair County currently receives \$688,172.77 from the State of Michigan as funds for Child Care. (CAP)

The current Child Care Costs are as follows:

Juvenile Center	1,594,040
In-Home Care	105,961
Professional & Contractual	10,000
Foster Care	30,000
Non Scheduled Foster Care	500
Private Institutions	65,000
Non Scheduled Institutions	200
Independent Living	1,500
Refunds	<u>1,900</u>
State Ward Chargeback (50%)	<u>228,330</u>
County Total Expenditures:	2,037,431

The total County Expenditure minus the Cap Fund from the State is as follows:

	2,037,431
-	<u>688,172</u>
	1,349,259 Net County Expenditure Under Current System

NOTE: The State partially funds two juvenile officer positions for the County in the amount of \$46,373.60. This amount would be eliminated in the Block Grant.

The Block Grant System expenses are as follows:

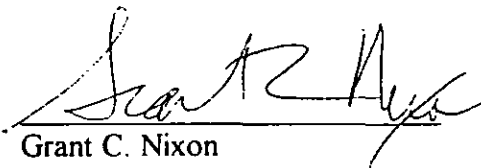
Juvenile Center	1,594,040
In-Home Care	105,961
Professional & Contractual	10,000
Foster Care	30,000
Non-Scheduled Foster Care	500
Private Institutions	65,000
Non-Scheduled Institutions	200
Independent Living	1,500
Refunds	1,900
Boys Training School (100%)	456,661
Private Institutions (State) (100%)	635,294
Clothing (State) (100%)	1,950
Foster Care (State) 100%	26,006
Clothing Foster Care	1,220
Independent Living	16,337
Contract Reintegration	33,315
Staff	142,519
County Juvenile Officers	<u>46,373</u>
 Total Child Care Spending:	 3,168,776
 Total Child Care Spending Minus Block Grant	  <u>- 1,236,112</u>
  County Share under Block Grant System	  1,932,664

Total County Share Under Cap: 1,349,259  
(current system)

Total County Share Under 1,932,664  
Block Grant (proposed system)

Loss to County First Year: 583,405

The \$583,405 loss the first year will be compounded by C.O.L.A. in subsequent years. The State has been raising rates on State Institutions approximately 8 - 9 percent per year. The County would continue to have no control over State Institutional Rates. The State rate increase combined with predictions of higher crime rates within the juvenile population indicates the Block Grant System will be a great liability initially and could expand geometrically in the future.



Grant C. Nixon  
Probate Court Administrator and  
Director of Juvenile Services

GCN:kh

RESOLUTION 96-26

PLEDGING SUPPORT FOR THE PROPOSED  
BRIDGE TO BAY TRAIL

WHEREAS, the St. Clair County Parks and Recreation Commission Trails Committee has proposed the creation of a trailway running along Lake Huron, the St. Clair River and Anchor Bay; and

WHEREAS, the proposed trailway will be named the Bridge to Bay Trail; and

WHEREAS, the Bridge to Bay Trail will connect safety paths, bike paths, rail trails, and riverwalks constructed, maintained and policed by each of the participating local units of government; and

WHEREAS, each participating local unit of government will endeavor to connect their section of the trail with those of its neighbors; and

WHEREAS, the St. Clair County Parks and Recreation Commission pledges its assistance in planning, constructing, and promoting the trailway; and

WHEREAS, trails and bikeways were the most requested recreational facilities in the 1995 St. Clair County Parks and Recreation Citizen Survey; and

WHEREAS, trails promote non-motorized transportation, recreation, fitness, tourism, and the appreciation of the natural beauty of St. Clair County.

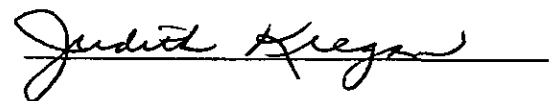
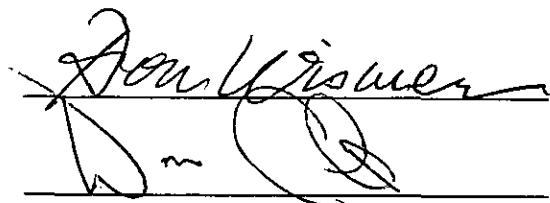
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners pledges its support for the proposed Bridge to Bay Trail.

DATED: June 26, 1996

Reviewed and Approved by:

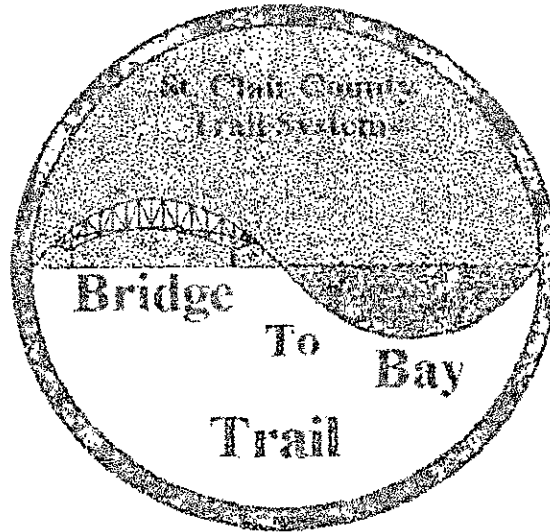


ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



## BRIDGE TO BAY TRAIL KICK-OFF CEREMONY

JULY 1, 1996



12 NOON

### EAST CHINA TOWNSHIP PARK

Community leaders, elected officials, and trail supporters will be gathering in the East China Township Park to “kick-off” the Bridge To Bay Trail. Ceremonies will include the installation of the first Bridge To Bay Trail sign in the East China Township Park as well as the presentation of the inaugural trail signs to each of the communities that have publicly committed to participate in the Bridge To Bay Trail. The ceremonies will conclude with short comments from Community Leaders. Ceremonies are expected to last approximately 30 minutes.

After the ceremony, guests will be welcomed to enjoy a picnic lunch (We ask that everyone RSVP by June 28, so that we can plan for the lunch).

Included in this information packet is a fact sheet regarding the Bridge To Bay Trail as well as a copy of the resolution that communities are being asked to adopt regarding the trail program. For more information on the Bridge To Bay Trail, or to RSVP, call the County Parks & Recreation Office at 985-4966.

## St. Clair County's BRIDGE TO BAY TRAIL

The **Bridge To Bay Trail** is a cooperative trail program involving the St. Clair County Parks and Recreation Commission and local units of government along Lake Huron, the St. Clair River, and Anchor Bay. The **Bridge To Bay Trail** is envisioned as a non-motorized, multi-use recreational trail stretching from Lakeport State Park south through the cities of Port Huron, Marysville, St. Clair, Marine City, and Algonac, and west along Anchor Bay to the Macomb County line.

The **Bridge To Bay Trail** will include many different types of trails all connected together. Trail types will include board walks, river walks, rail trails, safety paths, and bike paths. Some sections of the trail already exist including many city river walks and the East China Township safety path. Other sections are either in the planning or development stages. Still other communities are just now considering developing their portion of the trail.

Each participating local unit of government will designate the trail route through their community. Host communities will also be responsible for developing and constructing their trail section as well as its maintenance, regulation and policing. The County Parks and Recreation Commission will work with local units of government to coordinate trail connections between communities, assist in grant applications, overall planning, signage and promotion of the trail.

Recently, the St. Clair County Parks and Recreation Commission has adopted a resolution of support for the **Bridge To Bay Trail** and is asking the cities and townships bordering Lake Huron, St. Clair River, and Anchor Bay to consider adopting similar resolutions of support. This summer the first signs designating the **Bridge To Bay Trail** route will be installed.

In the recently completed recreation survey of St. Clair County residents conducted by the St. Clair county Parks and Recreation Commission, 88% of the survey respondents ranked the development of a county trails network as either "Important" or "Very Important" to their family. Trails were the number one requested recreation facility in the survey.

If you would like additional information on this exciting project, please contact the St. Clair County Parks and Recreation Commission office at (810) 985-4966.



Airport Name: St. Clair County International  
Associated City: St. Clair  
Project No.: C-26-0080-0696

## APPENDIX F

### SPECIAL CONDITIONS

1. **RUNWAY PROTECTION ZONES** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
  - a. **Existing Fee Title Interest in the Runway Protection Zone.**  
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. **Existing Easement Interest in the Runway Protection Zone.**  
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. **AIR AND WATER QUALITY** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. **BUY AMERICAN REQUIREMENT** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
4. **WASTE DISPOSAL SITES** It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment

150/5345-52  
Generic Visual Glide Slope Indicators (GVGI)

150/5345-53  
Airport Lighting Equipment Certification Program

150/5360-9  
Planning and Design of Airport Terminal Facilities at Nonhub  
Locations

150/5360-12A  
Airport Signing & Graphics

150/5360-13  
CHG 1

Planning and Design Guidance for Airport Terminal Facilities

150/5370-2C

Operational Safety on Airports During Construction

150/5370-6B

Construction Progress and Inspection Report-Airport Grant  
Program

150/5370-10A

CHG 1, 2, 3, 4, 5, 6, 7, 8

Standards for Specifying Construction of Airports

150/5370-11

CHG 1

Use of Nondestructive Testing Devices in the Evaluation of  
Airport Pavements

150/5370-12

Quality Control of Construction for Airport Grant Projects

150/5390-2A

Heliport Design

150/5390-3

Vertiport Design

150/5345-27C

Specification for Wind Cone Assemblies

150/5345-28D

CHG 1

Precision Approach Path Indicator (PAPI) Systems

150/5345-39B

CHG 1

FAA Specification L853, Runway and Taxiway Centerline  
Retroreflective Markers

150/5345-42C

CHG 1

Specification for Airport Light Bases, Transformer Housings,  
Junction Boxes and Accessories

150/5345-43D

Specification for Obstruction Lighting Equipment

150/5345-44F

CHG 1

Specification for Taxiway and Runway Signs

150/5345-45A

Lightweight Approach Light Structure

150/5345-46A

Specification for Runway and Taxiway Light Fixtures

150/5345-47A

Isolation Transformers for Airport Lighting Systems

150/5345-49A

Specification L854, Radio Control Equipment

150/5345-50

CHG 1

Specification for Portable Runway Lights

150/5345-51

CHG 1

Specification for Discharge-Type Flasher Equipment

150/5340-19  
Taxiway Centerline Lighting System

150/5340-21  
Airport Miscellaneous Lighting Visual Aids

150/5340-23B  
Supplemental Wind Cones

150/5340-24

CHG 1  
Runway and Taxiway Edge Lighting System

150/5340-27A

Air-to-ground Radio Control of Airport Lighting Systems

150/5345-3D

Specification for L821 Panels for Remote Control of Airport  
Lighting

150/5345-5A

Circuit Selector Switch

150/5345-7D

CHG 1

Specification for L824 Underground Electrical Cable for  
Airport Lighting Circuits

150/5345-10E

Specification for Constant Current Regulators Regulator  
Monitors

150/5345-12C

Specification for Airport and Heliport Beacon

150/5345-13A

Specification for L841 Auxiliary Relay Cabinet Assembly for  
Pilot Control of Airport Lighting Circuits

150/5345-26B

CHG 1 & 2

Specification for L823 Plug and Receptacle, Cable Connectors

150/5300-15  
Use of Value Engineering for Engineering Design of Airport  
Grant Projects

150/5320-5B  
Airport Drainage

150/5320-6C  
CHG 1 & 2  
Airport Pavement Design and Evaluation

150/5320-12B  
Measurement, Construction, and Maintenance of Skid Resistant  
Airport Pavement Surfaces

150/5320-14  
Airport Landscaping for Noise Control Purposes

150/5325-4A  
CHG 1  
Runway Length Requirements for Airport Design

150/5340-1G  
Standards for Airport Markings

150/5340-4C  
CHG 1 & 2  
Installation Details for Runway Centerline Touchdown Zone  
Lighting Systems

150/5340-5B  
CHG 1  
Segmented Circle Airport Marker System

150/5340-14B  
CHG 1 & 2  
Economy Approach Lighting Aids

150/5340-17B  
Standby Power for NonFAA Airport Lighting Systems

150/5340-18C  
CHG 1  
Standards for Airport Sign Systems

- 150/5220-10A Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
- 150/5220-13B Runway Surface Condition Sensor Specification Guide
- 150/5220-14A Airport Fire and Rescue Vehicle Specification Guide
- 150/5220-16A Automated Weather Observing Systems for Nonfederal Applications
- 150/5220-17A Design Standards for Aircraft Rescue Firefighting Training Facilities
- 150/5220-18 Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
- 150/5220-19 Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
- 150/5220-20 CHG 1 Airport Snow and Ice Control Equipment
- 150/5220-21 CHG 1 Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
- 150/5300-13 CHG 1, 2, 3, 4 Airport Design
- 150/5300-14 Design of Aircraft Deicing Facilities

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS

Updated on: 5/1/95

NUMBER  
SUBJECT

70/7460-1H  
CHG 1 & 2  
Obstruction Marking and Lighting

150/5000-13  
Announcement of Availability--RTCA Inc., Document RTCA-221,  
Guidance and Recommended Requirements for Airport Surface  
Movement Sensors

150/5100-14C  
Architectural, Engineering, and Planning Consultant Services  
for Airport Grant Projects

150/5210-5B  
Painting, Marking and Lighting of Vehicles Used on an  
Airport

150/5210-7B  
Aircraft Fire and Rescue Communications

150/5210-14  
Airport Fire and Rescue Personnel Protective Clothing

150/5210-15  
Airport Rescue & Firefighting Station Building Design

150/5210-18  
Systems for Interactive Training of Airport Personnel

150/5220-4B  
Water Supply Systems for Aircraft Fire and Rescue Protection

33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. Policies, Standards, and Specifications. It will carry out the project in accordance with advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 5/1/95 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.



31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

a. It will keep up to date at all times an airport layout plan of the airport showing (1)

boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

(e) in a format prescribed by the Secretary, provide to the Secretary and make available to the public, not later than 60 days following each of its fiscal years, ending after March 1, 1995, an annual report listing in detail :

(i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

- (a) submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public;
- (b) make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- (c) for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- (d) for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

26. Reports and Inspections. It will:

- 25. Airport Revenues. If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

Airway Improvement Act of 1982.

- 24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurance 22 and 23 for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport; from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.
- h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and

21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
22. Economic Nondiscrimination.
- a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
  - b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
    - (1) furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof, and
    - (2) charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
  - c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

In furtherance of this assurance, the sponsor will have in effect at all times arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

- 16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
- 17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. Planning Projects. In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.



12. **Terminal Development Prerequisites.** For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Recordkeeping Requirements.**
- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.
7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near where the project may be located.
8. Consultation with Users. In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. Pavement Preventive Maintenance. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor: It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. Private Sponsor: It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

- 3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- c. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
- d. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- e. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.<sup>1</sup>
- f. 49 CFR Part 29 - Governmentwide debarment and suspension (non-procurement) and governmentwide requirements for drug-free workplace (grants).
- g. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 14 CFR Part 150 - Airport noise compatibility planning.
- m. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>
- n. 49 CFR Part 20 - New restrictions on lobbying.

**Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-128 - Audits of State and Local Governments.

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- l. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- m. Powerplant and Industrial Fuel Use Act of 1978 - Section 403-2 U.S.C. 8373.<sup>1</sup>
- n. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- o. Copeland Antikickback Act - 18 U.S.C. 874.<sup>1</sup>
- p. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- q. Endangered Species Act - 16 U.S.C. 668(a), et seq.<sup>1</sup>
- r. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- s. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

#### Executive Orders

- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>

#### Federal Regulations

- a. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- b. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

**ASSURANCES**  
**Airport Sponsors**

---

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

REPORT OF RETIRED STATE EMPLOYEES

CONDITIONS

1. Include only names of persons under sixty-two (62) years of age who have performed a portion of the work required by this agreement and have also received remuneration therefor during the time period covered by the report.
2. Reports are to be submitted to the DEPARTMENT'S Office of Human Resources by the first (1st) of each month during the term of this agreement.

INFORMATION REQUIREMENTS

The following information is required in each Report of Retired State Employees:

1. MDOT Agreement or Contract Number.
2. Name of reporting firm.
3. Total original dollar amount of Contract or Agreement.
4. Name and Social Security number of Retiree(s) receiving remuneration.
5. Month during which work was performed.
6. The report is to be legibly signed by a representative of the firm and dated.



**Appendix B  
(Aeronautics)**

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21  
CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of materials and equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.

11. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.

b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.

c. The SPONSOR or their representative immediately notify the DEPARTMENT of such overruns and the estimated cost thereof.

d. That such on-site approval is necessary for the continuity in construction and that obtaining approval prior to proceeding would cause a material interruption in the PROJECT resulting in a significant increase in costs.

6. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents, will be ineligible for reimbursement with federal and state participating funds, or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.

7. Upon completion of the work in each construction contract and the acceptance thereof by the SPONSOR, the SPONSOR or their designated representative shall give immediate written notice to the DEPARTMENT.

8. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with class "C" licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

9. In addition to the requirements of paragraph 8 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Bureau of Aeronautics, Michigan Department of Transportation.

10. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its

the DEPARTMENT's applicable "General Provisions for Construction of Airports", and upon receipt of a request from the SPONSOR the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.

- h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
- i. The SPONSOR, upon presentation of the contract documents, by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraph b & c, above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
- j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.

3. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts, between the prime contractor and the subcontractor, on behalf of the SPONSOR. Any such approvals shall not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

4. Should termination of a construction contract, pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT shall be given immediate written notice by the SPONSOR.

5. Any changes to the PROJECT plans and specifications made after receipt of bids requires prior written approval of the DEPARTMENT and the FAA. The SPONSOR or their representatives may request such changes by initiating a change order to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT'S "Project Engineers Manual" for airport construction. Any change orders determined to be significant by the DEPARTMENT shall require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction, it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS  
INVOLVING CONSTRUCTION WORK  
AT ALL CLASSIFICATIONS OF AIRPORTS

ATTACHMENT I

1. The term PROJECT COST shall include the cost of the physical construction necessary for the completion of the PROJECT, including the costs of preliminary, design and construction engineering and supervision, environmental studies and reports, airport layout plan updates relating to the PROJECT and the cost of advertising for and receiving bids.
2. The DEPARTMENT is authorized by the SPONSOR pursuant to this contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:

- a. Prequalification of bidders shall be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work".
- b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
- c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances which affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if required, shall reject the bids.
- d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT shall be deemed to be PROJECT COST.
- e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports". The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then the SPONSOR for execution.
- f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
- g. In the event of the forfeiture of a proposal guaranty, in accordance with

# EXHIBIT 1

## ST. CLAIR COUNTY INTERNATIONAL AIRPORT PORT HURON, MICHIGAN

Project No. C-26-0080-0696

16-May-96

	Federal	State	Local	Total
ADMINISTRATION	\$4,500	\$250	\$250	\$5,000
DEPARTMENT-AERO	\$4,500	\$250	\$250	\$5,000
ENGINEERING	\$60,125	\$3,340	\$3,340	\$66,806
AERO - Design		Included in Previous Grant		
Consultant - Design		Included in Previous Grant		
AERO - Const Supv	\$4,500	\$250	\$250	\$5,000
Consultant - Const Supv	\$55,625	\$3,090	\$3,090	\$61,806
CONSTRUCTION	\$695,314	\$38,629	\$38,629	\$772,571
C-54 Reconstruct Rwy 4/22	\$565,117	\$31,395	\$31,395	\$627,908
C-55 Rehab HIRL (4/22)	\$130,197	\$7,233	\$7,233	\$144,663
CONTINGENCIES	\$44,661	\$2,481	\$2,481	\$49,623
Funding Contingencies	\$44,661	\$2,481	\$2,481	\$49,623
TOTAL PROJECT BUDGET	\$804,600	\$44,700	\$44,700	\$894,000



BY: \_\_\_\_\_  
 TITLE: Department Director

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
 TITLE:

BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

28. This Agreement 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 Agreement and authorizing the signatures thereto of the respective officials of the SPONSOR, a certified copy of which resolution shall be attached to this Agreement.



- 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 clean up costs and from attorney fees and related costs arising out of, under, or by reason of the SPONSOR's performance of the project assignments under this Agreement, except claims resulting from the sole negligence of said indemnitee, its agents or employees.

25. The DEPARTMENT and the FAA shall not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract, or the solicitation thereof.

26. 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 Agreement, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, the FAA, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission. In the event that the same occurs, for the purposes of this Agreement it will be considered as a breach of this Agreement thereby giving the State of Michigan, the DEPARTMENT, the FAA, 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.

27. In case of any discrepancies between the body of this Agreement and any Exhibit hereto, the body of the Agreement shall govern.

is the subject of this Agreement.

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.

21. In connection with the performance of PROJECT work under this Agreement, 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 Agreements", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Agreement.

22. In accordance with 1980 PA 278; MCL 423.321, *et seq.*; MSA 17.458(22), *et seq.*, the SPONSOR, in the performance of this Agreement, 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 FAA 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 Agreement if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Agreement subsequently appears in the register during the performance period of this Agreement.

23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof shall be the sole responsibility of the parties to that Agreement which is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation shall be the financial responsibility of the SPONSOR.

24. 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, the FAA, 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 of the project assignments, and

excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the Agreement. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR shall repay that amount to the DEPARTMENT, or reach agreement with the DEPARTMENT on a repayment schedule, within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the SPONSOR under this Agreement, or any other agreement, or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

18. This Agreement shall be in effect for a period of thirty six (36) months from the date of execution.

19. Failure on the part of the SPONSOR to comply with any of the conditions in this Agreement may be considered cause for placing the SPONSOR in a state of non-compliance thereby making the SPONSOR ineligible for future federal and/or state funds until such time the non-compliance issues are resolved. In addition, said failure may constitute grounds for cancellation of the PROJECT, and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.

20. 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 Agreement and that such approvals are a governmental function incidental to the grant which

in Section 12, through a budget letter issued by the DEPARTMENT. A Budget Letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The Budget Letter will be signed by the Administrator of the Airport Development Division of the Bureau of Aeronautics.

A Budget Letter shall also be used to add or delete work items from the PROJECT description provided the costs do not exceed the maximum obligation of section 12. If the total amount of PROJECT COSTS exceeds the maximum obligation shown in Section 12, the PROJECT scope will have to be reduced or a written amendment to this Agreement to provide additional funds will have to be executed by both parties before the work is started.

16. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT, or any portion thereof, by giving written notice to the SPONSOR. In the event this occurs, this Agreement shall be void and of no effect with respect to the cancelled portion of the PROJECT. Any SPONSOR deposits on the cancelled portion, less PROJECT COST incurred on the cancelled portions, will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned, or at the time of financial closure, whichever comes first.

The DEPARTMENT shall not participate in the PROJECT COST incurred on the cancelled portions of the PROJECT and Sections 12 and 13 shall not be construed to require the DEPARTMENT's participation in the cancelled portion.

Reimbursement of any costs pursuant to this section shall not constitute a final determination by the DEPARTMENT of the allowability of such costs and shall not constitute a waiver by the DEPARTMENT of any violation of the terms and conditions of this Agreement committed by the SPONSOR.

17. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Agreement, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the SPONSOR, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR shall: (a) respond in writing to the responsible Bureau of the Department indicating whether or not they concur with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate

of the amendment for approved work.

10. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA, through the block grant issued to the DEPARTMENT, for funds expended on eligible PROJECT COSTS. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

11. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

IT IS FURTHER AGREED:

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

	<b>Dollar Amount</b>
Federal share	\$804,600
Maximum DEPARTMENT share	\$44,700
SPONSOR share	<u>\$44,700</u>
Estimated PROJECT COST	\$894,000

13. The PROJECT COST shall be met in part with federal funds granted to the DEPARTMENT by FAA through the block grant program and by DEPARTMENT funds. Upon final settlement of costs, the federal funds will be applied to the eligible items of PROJECT COST at the rate of 90 percent up to the maximum obligation shown in Section 12 or as revised in the Budget Letter discussed in Section 15. The DEPARTMENT funds will be applied to the balance of the PROJECT COST at a rate of 50 percent for those items eligible for state participation up to the maximum obligation shown in section 12 or as revised in the Budget Letter. Any items of PROJECT COST not funded with FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

14. The SPONSOR hereby agrees the costs reported to the DEPARTMENT for this Agreement shall represent only those items which are properly chargeable in accordance with this Agreement. The SPONSOR also hereby certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

15. The PROJECT COSTS shown in Section 12 are the maximum obligation of DEPARTMENT and federal funds under this Agreement. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown

9. Bill the SPONSOR for the SPONSOR's share of estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COST for changes approved in accordance with Section 12 at the time of execution

THE DEPARTMENT SHALL:

8. Furnish to the DEPARTMENT written reports, monthly, regarding the employment of persons, either directly or through subcontract to this Agreement, who have retired from State of Michigan employment pursuant to 1984 PA 2 and 3. Reports must comply with the Report Conditions and meet the Information Requirements set forth in Appendix "D", dated July 18, 1986, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to comply with the Assurances contained in Appendix "E" (PP-A-1) and the Special Conditions set forth in Appendix "F" attached hereto and made a part hereof.

7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting in its behalf, agree 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 Agreement.

6. Provide, and will require its subcontractors to provide, access by the DEPARTMENT or its representatives, to all technical data, accounting records, reports, and documents pertaining to this Agreement. Copies of technical data, reports, and other documents shall be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. 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 Agreement. All technical data, reports, and documents shall be maintained for a period of six (6) years from the date of final payment.

- d. If any part of the work is subcontracted, the SPONSOR shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
- c. Allow the DEPARTMENT, or its representative, to inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

In the event of a dispute with regard to the allowable expenses of any other issue under this Agreement, the SPONSOR shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

2. Enter into a contract with a consultant for each element of the PROJECT which requires such expertise. The consultant shall be selected in conformance with FAA Advisory Circular 150/5100-14. The DEPARTMENT shall select the consultant for each element of the project involving preparation of environmental documentation. The SPONSOR shall select the consultant for all other aspects. All consultant contracts shall be submitted to the DEPARTMENT for review and approval. Any such approvals shall not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR shall not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract requires prior written approval of the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT shall be given immediate written notice by the SPONSOR.

3. Make payment to the DEPARTMENT for the SPONSOR's share of PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

Eligible PROJECT COSTS which are paid by the SPONSOR may be submitted for credit towards the SPONSOR's share of the PROJECT COST provided it is submitted within 180 days of the date the costs were incurred or 180 days of execution by both parties of this agreement, whichever is later. Documentation of payment of PROJECT COST shall include copies of the invoices and copies of both sides of the cancelled checks. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS are covered.

The SPONSOR hereby pledges a sufficient amount of funds to meet its obligations.

4. Upon written notice from the DEPARTMENT, repay any disallowed items of cost previously disbursed by the DEPARTMENT. Deficiencies billed to the SPONSOR shall be paid within sixty (60) days of the billing date. If the SPONSOR has not made arrangements to make payment within sixty (60) days, the DEPARTMENT may withhold monies from present or future contracts and may pursue any other remedy to recover such deficiencies.

5. a. Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this Agreement.
- b. Maintain the RECORDS for at least six (6) years from the date of final payment of Federal Aid made by the DEPARTMENT under this

AGREEMENT FOR A FEDERAL/STATE/LOCAL  
AIRPORT PROJECT  
UNDER THE BLOCK GRANT PROGRAM

THIS AGREEMENT is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the DEPARTMENT, and the Board of Commissioners of the County of St. Clair, hereinafter referred to as the SPONSOR, for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the St. Clair County International Airport in Port Huron, Michigan, hereinafter referred to as the PROJECT and estimated in detail on Exhibit 1, dated May 16, 1996, attached hereto and made a part hereof.

Rehabilitate Runway 4/22 and rehabilitate (HIRL) High Intensity Runway Lights as more clearly defined in Contract No. FM 77-03-C54 & C55 as approved by the DEPARTMENT

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982 as amended and/or the Aviation Safety and Noise Abatement Act of 1979, and

WHEREAS, the DEPARTMENT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects, and

WHEREAS, the DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act,

NOW, THEREFORE, it is agreed:

1. The term PROJECT COST, as herein used, is defined in Attachment(s) 1. PROJECT COST shall also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not an eligible PROJECT COST.

THE SPONSOR SHALL:



AIRPORT COMMISSION  
OF THE COUNTY OF ST. CLAIR

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE  
GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR COUNTY BOARD  
OF COMMISSIONERS OF PORT HURON, MICHIGAN, AND THE  
DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING  
FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY  
INTERNATIONAL AIRPORT, UNDER PROJECT NO. C-26-0080-0696.

WHEREAS, the County of St. Clair has received a grant offer  
from the Michigan Department of Transportation, Contract No. 96-510  
DAB, in the amount of \$849,300 to "Rehabilitate Runway 4/22 and  
rehabilitate (HIRL) High Intensity Runway Lights" as more clearly  
defined in Contract No. FM 77-03-C54 & C55 as approved by the  
Department;" and

NOW, THEREFORE, BE IT RESOLVED, That the Airport Commission  
hereby recommends acceptance by the St. Clair County Board of  
Commissioners; and

BE IT FURTHER RESOLVED, That the grant offer be forwarded to  
the St. Clair County Board of Commissioners for their acceptance  
and execution.

AYES: Commissioner Street  
Commissioner McCormick

Commissioner Labonde

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, June 4, 1996 at 7:05 p.m. in the St. Clair County Road  
Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.

*Janet C. Kitamura*  
Janet C. Kitamura, Secretary

We have received a grant offer from the Federal Aviation Administration and the Michigan Department of Transportation/Bureau of Aeronautics for improvements to the St. Clair County International Airport. The improvements are for the rehabilitation of Runway 4/22 and High Intensity Runway Lighting.

At a regular Airport meeting held on June 4, 1996, our board recommended that the County Board accept this grant. See accompanying resolution.

Please place this item on your agenda for June 12, 1996. If you have any questions, please contact me.

sb  
Encl.

cc: Elwood Brown w/encl.

TO: Don Dodge, County Administrator

FROM: John D. Perry, Managing Director

DATE: June 5, 1996

SUBJECT: St. Clair County International Airport Grant Offer

## MEMORANDUM

ROAD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, St. Clair, Michigan 48079

Phone 810 364-5720



RESOLUTION 96-22

ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS, OF PORT HURON MICHIGAN, AND THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. C-26-0080-0696

WHEREAS, the County of St. Clair has received a Grant Offer from the Michigan Department of Transportation, Contract No. 96-510 DAB, in the amount of \$849,300 to "Rehabilitate Runway 4/22 and rehabilitate (HIRL) High Intensity Runway Lights" as more clearly defined in Contract No. FM 77-03-C54 & C55 as approved by the Department;" and

WHEREAS, the Airport Commission at their June 4, 1996 meeting recommended that the County Board of Commissioners accept this grant.

NOW, THEREFORE, BE IT RESOLVED;

1) That the St. Clair County Board of Commissioners shall enter into a Grant Agreement for the development of the St. Clair County International Airport, as attached hereto and made a part hereof.

2) That the Chairperson of the St. Clair County Board of Commissioners of St. Clair County, Michigan, is hereby authorized and directed to execute said Grant Agreement in two (2) copies on behalf of the County of St. Clair, Michigan, and the County Clerk is hereby authorized and directed to impress the official seal and to attest said execution.

DATED: June 12, 1996

Reviewed and Approved by:

*Elwood L. Brown*  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

*Joseph R. Gagnaire*  
Joseph R. Gagnaire  
County Clerk

*Joseph R. Gagnaire*  
Joseph R. Gagnaire  
County Clerk

**TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT BUDGET**

**A. CONTRACT DESCRIPTION**

1. COUNTY St. Clair

2. PROVIDER\_FOC \_\_\_\_\_

3. FUNDING YEAR 1995

4. AMENDMENT X

5. LINE ITEM TRANSFER \_\_\_\_\_

F74

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
B. ALLOCATION FACTORS	CURRENT 1995 IV-D BUDGET	ADJUSTMENT TO IV-D BUDGET	REVISED 1995 IV-D BUDGET	TOTAL PROVIDER EXPENDITURES
1. FTE POSITIONS	32.04	-16.95	15.09	33.00
a) ENFORCEMENT	30.54	-16.43	14.11	
b) VISTATION & CUSTODY	1.50	-0.52	0.98	
2. % OF FTE'S	97.08%	0.24%	97.32%	100.00%
a) ENFORCEMENT	92.53%	-1.53%	91.00%	
b) VISTATION & CUSTODY	4.55%	1.77%	6.32%	
3. CASELOAD %	92.54%	4.78%	97.32%	100.00%
C. IV-D BUDGET CATEGORIES	CURRENT 1995 IV-D BUDGET	ADJUSTMENT TO IV-D BUDGET	REVISED 1995 IV-D BUDGET	TOTAL PROVIDER EXPENDITURES
1. PERSONNEL	\$1,454,689	\$48,397	\$1,503,086	\$1,535,757
a) ENFORCEMENT	\$1,386,578	\$3,939	\$1,390,517	
b) VISTATION & CUSTODY	\$68,111	\$44,458	\$112,569	
2. DATA PROCESSING	\$39,045	\$26,318	\$65,363	\$69,085
a) ENFORCEMENT	\$39,045	\$26,318	\$65,363	
b) VISTATION & CUSTODY	\$0	\$0	\$0	
3. OTHER DIRECT	\$142,826	(\$25,587)	\$117,239	\$123,954
a) ENFORCEMENT	\$136,139	(\$27,574)	\$108,565	
b) VISTATION & CUSTODY	\$6,687	\$1,987	\$8,674	
4. CENTRAL SERVICES	\$146,934	\$1,407	\$148,341	\$151,601
a) ENFORCEMENT	\$140,054	(\$2,857)	\$137,197	
b) VISTATION & CUSTODY	\$6,880	\$4,264	\$11,144	
5. PARENTAGE TESTING	\$0	\$0	\$0	\$0
6. TOTAL BUDGET	\$1,783,494	\$50,535	\$1,834,029	\$1,880,397
a) ENFORCEMENT	\$1,701,816	(\$174)	\$1,701,642	
b) VISTATION & CUSTODY	\$81,678	\$50,709	\$132,387	
7. SERVICE FEES	\$138,810	(\$14,249)	\$124,561	\$131,739
8. MEDIATION FEES	\$15,732	\$4,358	\$20,090	\$21,298
9. OTHER INCOME (describe)	\$0	\$0	\$0	\$0
10. NET BUDGET	\$1,628,952	\$60,426	\$1,689,378	\$1,727,360
a) ENFORCEMENT	\$1,563,006	\$14,075	\$1,577,081	
b) VISTATION & CUSTODY	\$65,946	\$46,351	\$112,297	
11. COUNTY SHARE \$	\$424,586	\$20,545	\$445,131	
12. COUNTY SHARE %	26.06%	34.00%	26.35%	
13. STATE SHARE \$	\$1,204,366	\$39,881	\$1,244,247	
14. STATE SHARE %	73.94%	66.00%	73.65%	
15. COUNTY SHARE OF LINE	\$0	\$0	\$0	
16. TOTAL STATE FUNDING	\$1,204,366	\$39,881	\$1,244,247	

STATE OF MICHIGAN  
FAMILY INDEPENDENCE AGENCY  
1995 FUNDING YEAR  
AMENDMENT #1

WHEREAS, the Department of Social Services of the State of Michigan, designated the Family Independence Agency by Act 223, PA 1995, (hereinafter referred to as the "Agency") entered into a contractual Agreement effective January 1, 1995, with the County of St. Clair (hereinafter referred to as "Contractor"), for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to the Agency and to the Contractor to amend this Agreement.

THEREFORE, in consideration of the mutual promises hereinabove and hereinafter contained, the parties agree to the following amendments of said Agreement:

ARTICLE I

On Page One (1) and Page Eleven (11), Section III, Paragraph D., the total dollar amount of the Agreement shall be increased as follows:

The amount of this Agreement, as appropriated by the Contractor for funding year January 1, 1995 through December 31, 1995, shall be increased by \$60,426.00 to a new total of \$1,689,378.00.

The amount added by this Amendment shall be restricted to expenditures from January 1, 1995 through December 31, 1995. The Agency shall reimburse an amount up to the state's share of actual expenditures as reflected in the attached revised Cooperative Reimbursement Budget which is made a part of this Amendment.

An amended Cooperative Reimbursement Contract Application, mutually approved, shall reflect all changes and be included by reference as a part of this Amendment.

This Amendment, effective January 1, 1995, shall be attached to the Agreement and made a part thereof.

**FOR THE COUNTY OF ST. CLAIR**

Signed \_\_\_\_\_  
Date \_\_\_\_\_  
*Chief Circuit Judge*

Signed \_\_\_\_\_  
Date \_\_\_\_\_  
*Chairperson, County Board of Commissioners*

Witness \_\_\_\_\_  
Date \_\_\_\_\_

**FOR THE FAMILY INDEPENDENCE AGENCY**

Signed \_\_\_\_\_  
Date \_\_\_\_\_  
*Gerald H. Miller, Director*

Witness \_\_\_\_\_  
Date \_\_\_\_\_

**RESOLUTION**

**TITLE IV-D COOPERATIVE REIMBURSEMENT AGREEMENT**

The Friend of the Court/Prosecuting Attorney has received approval of a Title IV-D Cooperative Reimbursement Agreement with the Family Independence Agency beginning January 1, 1995, and ending December 31, 1995.

**BE IT RESOLVED THAT:**

- 1) The Family Independence Agency Title IV-D Cooperative Agreement, be and hereby is Approved in its entirety; and
- 2) The Chairperson of the County Board of Commissioners is hereby authorized to execute said Agreement on behalf of the County Board of Commissioners.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Commissioners Chairperson (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the County (Signature)

\_\_\_\_\_  
County Name and Program Provider (FOC or PA)

AMENDING RESOLUTION 95-5 APPROVING COOPERATIVE REIMBURSEMENT  
IV-D PROGRAM FOR THE ST. CLAIR COUNTY FRIEND OF THE COURT

WHEREAS, the Michigan Department of Social Services and the County of St. Clair on February 8, 1995, entered into a "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; and

WHEREAS, the Department of Social Services of the State of Michigan, designated the Family Independence Agency by Act 223, PA 1995 (hereinafter referred to as the "Agency") entered into a contractual Agreement effective January 1, 1995, with the County of St. Clair (hereinafter referred to as "Contractor"), for the provision of certain services as set forth therein; and

WHEREAS, it is mutually desirable to the Agency and to the Contractor to amend this Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT: in consideration of the mutual promises hereinabove and hereinafter contained, the parties agree to the following amendments of said Agreement:

- 1. On Page One (1) and Page Eleven (11), Section III, Paragraph D, the total dollar amount of the Agreement shall be increased as follows: The amount of this Agreement, as appropriated by the Contractor for funding year January 1, 1995 through December 31, 1995, shall be increased by \$60,426.00 to a new total of \$1,689,378.00.
- 2. The amount added by this Amendment shall be restricted to expenditures from January 1, 1995 through December 31, 1995. The Agency shall reimburse an amount up to the state's share of actual expenditures as reflected in the attached revised Cooperative Reimbursement Budget which is made a part of this Amendment.
- 3. An amended Cooperative Reimbursement Contract Application, mutually approved, shall reflect all changes and be included by reference as a part of this Amendment.
- 4. This amendment, effective January 1, 1995 shall be attached to the Agreement and made a part thereof.
- 5. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.
- 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.

DATED: June 26, 1996

Reviewed and Approved by:

*Carol L. Brown*

ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

*Tom M...  
Hon. William*

or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

5. OPEN BIDDING The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
- a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
    - (1) become members of or affiliated with a labor organization, or
    - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision which would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2) For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

#### Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of



inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.

- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

- e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.
7. **APPROACH LIGHT CLEARING** The Sponsor hereby covenants and agrees that it will not cause or permit any structure or object of natural growth to extend above the light planes within the land area (presently or hereafter owned or controlled by the Sponsor) comprising the site of any Approach Light System serving the aforesaid airport. The site is an area extending 2,600 feet outward from the approach threshold of the runway served and 400 feet in width located symmetrically about the extended runway centerline. The dimensions and slopes of the light planes shall be consistent with AC 150/5300-13 as applied to actual light elevations.
8. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000** The Sponsor agrees to perform the following:
- a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
    - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
    - (4) Qualifications of engineering supervision and construction inspection personnel.
    - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

RESOLUTION 96-21

AUTHORIZING PLANNING COMMISSION TO APPLY FOR GRANTS  
FOR COMMUNITY DEVELOPMENT AND IMPROVEMENT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, provides that counties may receive community development discretionary funds; and

WHEREAS, the County of St. Clair, Michigan, is qualified as a discretionary applicant as specified in the Act; and

WHEREAS, Act 282 of 1945, being MCLA 125.101 and MSA 5.11926 (1) et Seq., authorizes the St. Clair County Metropolitan Planning Commission to apply for, receive and accept such funds; and

WHEREAS, the State of Michigan, Department of Commerce is administering the Community Development Block Grant Small Cities Program in Michigan on behalf of the United States Department of Housing and Urban Development; and

WHEREAS, approximately \$5,091,750 is now available for housing projects throughout the State under the Small Cities Community Development Block Grant Program; and

WHEREAS, the St. Clair County Metropolitan Planning Commission has designed a Housing Rehabilitation Low Interest Loan and Grant Program which is consistent with the St. Clair Community Development Plan, as described in the application; and

WHEREAS, the project will principally benefit low and moderate income persons to the maximum extent feasible; and

WHEREAS, funds to be invested in the project have not yet been expended and will not be expended prior to the date of the beginning of the project period if a grant is awarded.

**NOW, THEREFORE, BE IT RESOLVED, THAT:**

1. The St. Clair County Metropolitan Planning Commission be authorized to file an application with the State Housing Development Authority in the amount of Three Hundred Thousand Dollars (\$300,000); and

2. The St. Clair County Metropolitan Planning Commission be authorized further to submit concurrently an application for loan authority under the Michigan State Housing Development Authority Community Home Improvement Program in such amount as may be specified by the Authority; and


3. The St. Clair County Metropolitan Planning Commission and its subgrantees are hereby authorized to commit such matching funds toward the project as are described in the application, provided that no monies from the General Fund of this county are to be contributed toward the project; and

4. The St. Clair County Metropolitan Planning Commission and its agents are hereby directed to implement and administer said program on behalf of St. Clair County; and


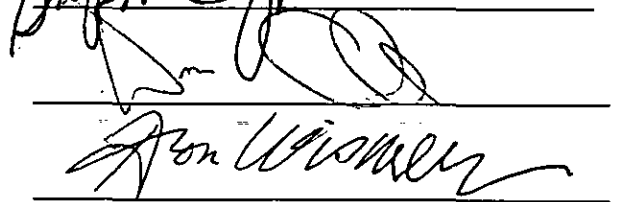
5. The Chairperson of the St. Clair County Board of Commissioners be named as authorized agent of the County of St. Clair in all matters pertaining to said grant and that the Chairperson be authorized to sign all contracts, agreements and certifications pertaining to said grant.

DATED: June 12, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-20

REGARDING CIVIL RIGHTS WITHIN ST. CLAIR COUNTY

WHEREAS, the State of Michigan requires that a community seeking to receive Community Development Block Grant Funds must have an established policy to discourage discrimination in employment, housing, and publicly funded programs, within the community; and

WHEREAS, it is the desire of this Board of Commissioners to clearly establish the public policy of the County with regard to the issue of discrimination in employment, housing and public funded programs within St. Clair County; and

WHEREAS, the State has provided model provisions to accomplish the same.

NOW, THEREFORE, BE IT RESOLVED, that the public policy of the County of St. Clair with regard to the issue of discrimination in employment, housing and publicly funded programs within St. Clair County shall be as follows:

General Policy: It is hereby declared to be contrary to the public policy of the County of St. Clair for any persons to be discriminated against in employment, housing or participation in publicly funded programs because of race, religion, national origin, color, sex, marital status, age or handicap.

Employment: The opportunity to obtain employment without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be a civil right. Further, it shall be contrary to the public policy of the County of St. Clair for any employer to discriminate in hiring, promotion, tenure, terms or conditions of employment because of race, religion, national origin, color, sex, marital status, age or handicap.

Housing: The opportunity to purchase, lease, sell, hold, use and convey housing without discrimination because of the race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be a civil right.

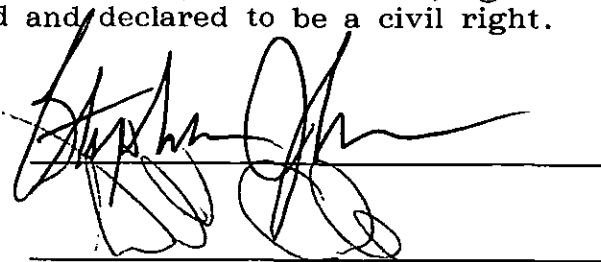
Publicly Funded Programs: The opportunity to participate in federal, state and locally funded programs without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap, is hereby recognized and declared to be a civil right.

DATED: June 12, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



RESOLUTION 96-19

ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN ST. CLAIR COUNTY  
AND  
SHERIFF DEPARTMENT EMPLOYEES - POAM

WHEREAS, the Sheriff Department Employees - POAM is recognized by the Michigan Employment Relations Commission, the County of St. Clair and 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.



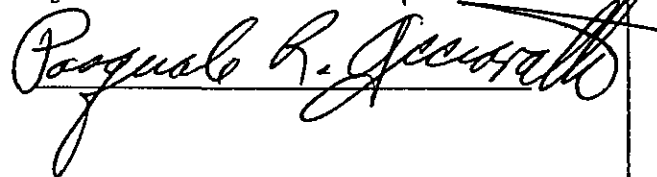
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period July 1, 1993 through June 30, 1996, is hereby approved and adopted.

DATED: May 22, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

**AGREEMENT**

**BETWEEN**

**ST. CLAIR COUNTY**

**AND**

**ST. CLAIR COUNTY SHERIFF DEPARTMENT EMPLOYEES**

**P.O.A.M.**

**EFFECTIVE JULY 1, 1993 THROUGH JUNE 30, 1996**



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
I	AGREEMENT	1
II	PURPOSE AND INTENT	1
III	RECOGNITION	1
IV	MANAGEMENT RESPONSIBILITY	2
V	CONTRACT SERVICES	2
VI	AGENCY SHOP	3
VII	UNION REPRESENTATION	4
VIII	GRIEVANCE PROCEDURE	5
IX	SENIORITY	8
X	LOSS OF SENIORITY	9
XI	DISCHARGE AND DISCIPLINE	9
XII	LAYOFF AND RECALL	10
XIII	POLICE OFFICERS BILL OF RIGHTS	12
XIV	EMPLOYEE RECORDS REVIEW	14
XV	EQUIPMENT CARE AND USAGE	14
XVI	MAINTENANCE OF PROFESSIONAL STANDARDS	15
XVII	CAREER CHANGE AND ADVANCEMENT	16
XVIII	WORKING HOURS	19
XIX	SHIFT SELECTION	20
XX	OVERTIME	21
XXI	LEAVE OF ABSENCE	23
XXII	INJURY LEAVE WITH PAY	24
XXIII	VETERANS	25
XXIV	UNION BULLETIN BOARD	25
XXV	PRISONER TRANSFER	26
XXVI	PAYMENT OF BACK CLAIMS	26
XXVII	RETIREMENT	26
XXVIII	PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT	28
XXIX	UNIFORM CLEANING ALLOWANCE	28
XXX	UNIFORM REPLACEMENT	29
XXXI	HEALTH AND DENTAL CARE AND LIFE INSURANCE	29
XXXII	EMPLOYEE LIABILITY	32
XXXIII	SERVICE RECOGNITION	32
XXXIV	SICK DAYS AND DISABILITY	33
XXXV	VACATIONS	35
XXXVI	HOLIDAYS	36
XXXVII	JURY DUTY	37
XXXVIII	SALARY	38
XXXIX	TERM OF AGREEMENT	39
<u>LETTERS OF UNDERSTANDING REGARDING:</u>		
	UNIFORM CLEANING ALLOWANCE	40
	TEN (10) HOUR SHIFTS	41
	TEN (10) HOUR SHIFTS FOR SERVICE BUREAU AGENTS	42
	RETIREMENT PLAN	43
	TWELVE HOUR (12) SHIFTS	45
	VACATIONS	47
	RETIREMENT PLAN OPTION	49
	RETIREMENT PLAN MILITARY TIME	50
	PRISONER TRANSFER	52

TOPICAL INDEX

<u>PAGE</u>	<u>TOPIC</u>	<u>ARTICLE</u>
3	AGENCY SHOP	VI
1	AGREEMENT	I
16	CAREER CHANGE AND ADVANCEMENT	XVII
2	CONTRACT SERVICES	V
9	DISCHARGE AND DISCIPLINE	XI
14	EMPLOYEE RECORDS REVIEW	XIV
32	EMPLOYEE LIABILITY	XXXII
14	EQUIPMENT CARE AND USAGE	XV
4	GRIEVANCE PROCEDURE	VIII
36	HOLIDAYS	XXXVI
29	HEALTH AND DENTAL CARE AND LIFE INSURANCE	XXXI
24	INJURY LEAVE WITH PAY	XXII
37	JURY DUTY	XXXVII
10	LAYOFF AND RECALL	XII
23	LEAVE OF ABSENCE	XXI
52	L. O. U. - PRISONER TRANSFER	
43	L. O. U. - RETIREMENT PLAN	
50	L. O. U. - RETIREMENT PLAN - MILITARY TIME	
41	L. O. U. - TEN (10) HOUR SHIFTS	
42	L. O. U. - TEN (10) HOUR SHIFTS FOR SERVICE BUREAU AGENTS	
45	L. O. U. - TWELVE (12) HOUR SHIFTS	
40	L. O. U. - UNIFORM CLEANING ALLOWANCE	
47	L. O. U. - VACATIONS	
9	LOSS OF SENIORITY	X
15	MAINTENANCE OF PROFESSIONAL STANDARDS	XVI
2	MANAGEMENT RESPONSIBILITY	IV
20	OVERTIME	XX
26	PAYMENT OF BACK CLAIMS	XXVI
12	POLICE OFFICERS BILL OF RIGHTS	XIII
28	PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT	XXVIII
26	PRISONER TRANSFER	XXV
1	PURPOSE AND INTENT	II
1	RECOGNITION	III
26	RETIREMENT	XXVII
38	SALARY	XXXVIII
8	SENIORITY	IX
32	SERVICE RECOGNITION	XXXIII
20	SHIFT SELECTION	XIX
33	SICK DAYS AND DISABILITY	XXXIV
39	TERM OF AGREEMENT	XXXIX
28	UNIFORM CLEANING ALLOWANCE	XXIX
29	UNIFORM REPLACEMENT	XXX
25	UNION BULLETIN BOARD	XXIX
4	UNION REPRESENTATION	VII
35	VACATIONS	XXXV
25	VETERANS	XXIII
19	WORKING HOURS	XVIII

AGREEMENT

1.1: This Agreement made and entered into for the period July 1, 1993 through June 30, 1996 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 four (4) recognized officers. The names and classifications of these employees shall be communicated in writing to the Sheriff and Personnel Director of the County upon their selection and/or subsequent change.

7.2: The recognized officers shall be permitted to represent the employees to the Employer in matters of negotiation, grievances, or concerns of the membership. No more than three (3) employees may be paid if scheduled to work when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters unless otherwise stipulated. 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, provided that one representative shall be a law enforcement officer and one representative shall be a Corrections Officer.

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.
- C. The Union shall be entitled to submit a grievance on behalf of the bargaining unit or a particular class of employees in accordance with the following safeguards and conditions.
  - i. A grievance shall be considered proper provided it alleges 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.
  - ii. The grievance shall be filed within fifteen (15) working days of the event or occurrence giving rise to the grievance.
  - iii. No fewer than two (2) recognized officers of the bargaining unit shall present the grievance at Step 1, and shall suffer no loss of pay if scheduled to work.

- iv. No fewer than two (2) recognized officers of the bargaining unit and the business agent of the POAM shall sign the grievance advanced to Step 2.
- v. The Sheriff or the Sheriff's designated representative shall provide a verbal or written response to the grievance within ten (10) calendar days of the Step 1 presentation or the Union may advance the grievance to Step 2.
- vi. The grievance, if advanced, shall be subject to all the provisions of Steps 3 and 4.

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 Director 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 at the earliest convenient date possible. 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 Director 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 misapplication 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. Classification Seniority - The most recent date of full time continuous employment within the classification.

D. 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 County seniority list on the date of this Agreement will show the names and classifications of all employees of the Unit entitled to seniority. The list shall include the date of hire of a part time employee.

9.3: The County shall provide the union with the County seniority list for the bargaining unit in reasonable time and manner when requested by a union officer.

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.

- E. Should layoffs become necessary, employees in the same classification may volunteer. The most senior employee in the classification shall be granted the layoff, and shall be subject to all the provisions of this Agreement including duration as determined by the Sheriff.

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 trial period shall commence upon assuming the position provided training is provided while on the job. When the position requires formal classroom training or certification, the trial period shall begin upon satisfactory completion of the classroom training or certification.
- C. The displacing employee may only displace an employee with less departmental seniority.
- D. 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. The employee laid-off without fourteen (14) calendar days notice shall receive a regular days compensation for each regularly scheduled work day short of fourteen (14) days.

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 classification 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. However, in the event fewer than three (3) qualified candidates apply for a Corrections Corporal vacancy, candidates with at least three (3) years of service shall be entitled to compete for the position. Full time Communications Officers and full time 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 or Communications Officer has passed the two (2) part MLEOTC pre-academy entry test and possesses the required certification card from the Michigan Law Enforcement Officers Training Council and have completed three (3) years of full time service with the Sheriff's Department.

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: Part time employees should not be regularly scheduled for more than thirty-nine (30) hours per week. Exceptions can be made if in accordance with this Agreement. The part time employee is entitled to overtime if scheduled to work more than eight (8) hours in a day although less than forty (40) hours in a week.

ARTICLE XIX  
SHIFT SELECTION

19.1: The Sheriff shall endeavor to grant shifts among full time Deputy, Corrections Officer, Communications Officer and Service Bureau Agents.

19.2: A premium of thirty cents (.30) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 PM but not on or after 10:00 PM, herein referred to as the afternoon shift.

19.3: A premium of forty cents (.40) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 PM but not on or after 6:00 AM herein referred to as the night shift.

19.4: The Sheriff shall determine the number of employee(s) in each classification on each shift and the days of work for the calendar year. The Sheriff shall allow the employee(s) to select both shift and days of work for the calendar year at the same time the employee(s) select(s) vacation for the calendar year. The Sheriff shall endeavor to accommodate selection of shift starts by classification seniority consistent with meeting the operating needs of the department. An employee who is unable or fails to make an annual shift selection as provided herein and is later returned to a position which requires annual shift selection shall be placed at the sole discretion of the Sheriff until the next annual shift selection.

19.5: The Sheriff shall have the right to establish a swing shift with as many of twenty percent (20%) of the employees in a classification who may be so assigned.

19.6: Shift selection shall be in classification seniority order from the greatest to the least seniority.

19.7: 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.

19.8: Shift selection shall not be construed to mean selection or work assignment regardless of seniority or any factor or provision of this Collective Bargaining Agreement.

19.9: A position which is funded, in part or in whole by a local millage, state or federal grant or a contract with another political subdivision shall not be subject to this article but shall be scheduled at the discretion of the Sheriff.

ARTICLE XX  
OVERTIME

20.1: Overtime shall be paid at a rate of one and one-half (1 1/2) times for all hours worked beyond the regularly scheduled shift, provided the shift is at least eight (8) hours long. Overtime shall be paid at a rate of one and one-half (1 1/2) times for hours worked beyond forty (40) hours in a week based on an average forty (40) hours a week on a seven week schedule. Be it provided that overtime does not compound by the definition of hours in a day or a week.

20.2: Overtime hours shall be divided as equally as possible among full time 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.

20.3: 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 20.7: of this Article.

20.4: The Employer shall determine the need for and schedule all overtime.

20.5: 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.

20.6: 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.

20.7: 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.

20.8: 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 20.2.
- B. If Step 20.8: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 20.8: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 20.8: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 20.2 and 20.3. 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.

20.9: Special Deputies shall not be used to replace regularly scheduled full-time Deputies as a means of avoiding overtime payment.

20.10 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.

20.11: 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.

20.12: Part time employees are entitled to overtime pay when either of the conditions described in 20.1 are satisfied.

20.13: The Sheriff may offer overtime to part time employees in order to avoid compelling overtime to full time employees. The sheriff may compel the part time employee to work in order to avoid compelling a full time employee.

20.14: The Sheriff shall first offer overtime work to full time employees before offering the work to a part time employee, unless extenuating circumstances exist.

ARTICLE XXI  
LEAVE OF ABSENCE

21.1: Leave of absence with or 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.

21.2: 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.

21.3: 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. The employee shall be entitled to leave for a maximum of two weeks per year or as may

be otherwise provided by law. The Sheriff shall endeavor to reschedule an employee's working days to accommodate reserve training that does not exceed two (2) days a month.

21.4: All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician or psychologist 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.

21.5: The Employer may require the employee on leave to submit to an examination by a physician or psychologist chosen by the Employer, provided the charges by the physician are paid by the Employer.

21.6: The County and the Sheriff shall comply with all laws addressing the rights of an employee to obtain a leave of absence for personal or family illness or other conditions as may be set forth by law.

21.7: The requirements of Sections 21.4 and 21.5 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 XXII INJURY LEAVE WITH PAY

22.1: Any illness or injury to a certified police officer, Communications Officer or Corrections Officer 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.

22.2: 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.

22.3: 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.

22.4: 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 22.1:. 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 XXIII

##### VETERANS

23.1: 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.

23.2: 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.

23.3: 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 XXIV

UNION BULLETIN BOARD

24.1: 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 XXV

PRISONER TRANSFER

25.1: 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.

25.2: 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.

25.3: In the event of a scheduled local transfer (within St. Clair County) the Sheriff shall assign at least one (1) qualified Corrections Officer.

25.4: A minimum of two (2) qualified officers from the department shall be required to transfer dangerous felons or unstable persons, as determined by the Employer on an intra-state transfer.

ARTICLE XXVI

PAYMENT OF BACK CLAIMS

26.1: 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 XXVII  
RETIREMENT

27.1: 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.

27.2: 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.

27.3: 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.

27.4: 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%).

27.5: 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.

27.6: 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.

27.7: An employee who suffers a non-duty related permanent total disability shall be entitled to a pension provided the employee has at least ten (10) years of service. An employee whose death is due to a non-duty related disability shall be entitled to a pension if vested in the plan. Employees who were hired on or before March 25, 1992 shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after the date of ratification shall be ineligible for health care except as may be provided by applicable law such as C.O.B.R.A, or as provided by 27.5.

27.8: 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.

ARTICLE XXVIII  
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

28.1: 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 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.

28.2: 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.

28.3: 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 XXIX  
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.

29.5: The Sheriff shall make available, the weapon and leather holster and belt to Corrections Officer(s) when making an inmate transfer.

29.6: A Service Bureau Agent or Inmate Trust/Commissary Clerk hired to a full time position prior to July 1, 1989 shall be eligible for a two hundred dollar (\$200.00) annual clothing allowance paid in equal quarterly installments in March, June, September, and December.

ARTICLE XXX  
UNIFORM REPLACEMENT

30.1: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

30.2: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE XXXI  
HEALTH AND DENTAL CARE AND LIFE INSURANCE

31.1: Each full time employee shall be eligible to participate in the PSG or equivalent 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
- \$5.00 Co Pay - Prescription Drug Rider
- Master Medical Option 1
- Case Management
- Precertification
- Emergency Room Rider
- VCA-80 Optical Plan

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- B. Employees hired prior to July 1, 1985 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1985 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, 1985 and with dependents enrolled prior to July 1, 1985 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, 1985 shall be subject to the provisions of 31.1:B.
- 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  
EMPLOYEE LIABILITY

32.1: The County shall indemnify each employee against claims of liability which may arise from the course of employment.

ARTICLE XXXIII  
SERVICE RECOGNITION

33.1: The Employer shall recognize years of continuous full time service of those employees hired on or before June 30, 1996 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. Effective July 1, 1996 the maximum annual salary for computation of the benefit shall be \$45,000.

<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%

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.

33.2: Employees hired by the Sheriff Department on or after July 1, 1996 shall be ineligible for service recognition.

33.3: Credit shall be given retroactively for continuous employment years of service by employees existent as of June 13, 1967.

33.4: 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.

33.5: Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement, etc.

ARTICLE XXXIV  
SICK DAYS AND DISABILITY

34.1: 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.

34.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

34.3: 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 shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

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

34.5: 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 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 ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

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

34.7: 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.

34.8: 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.

34.9: 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.

34.10: 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.

34.11: 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.

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

34.13: 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.

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

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

34.16: 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%

34.17: 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 XXXV  
VACATIONS

35.1: Employees shall be entitled to vacation hours according to the following schedule:

<u>Years of Service</u>	<u>Full Time Employees Hours</u>	<u>Part Time Employee Hours</u>
1 - 2	80	30
3 - 4	96	36
5 - 9	120	45
10 - 14	136	51
15 - 19	160	60
20 - 24	176	66
25+	200	75

35.2: The full allocation of hours according to the above schedule shall be credited to the employee upon each anniversary of employment with the department.

35.3: An employee shall not be entitled to use more time than has been earned or in advance of time to be credited.

35.4: A full time employee shall not be entitled to carry forward more than eighty (80) hours of vacation credit from the previous year. If the Employer is unable to grant vacation for whatever reason the eighty (80) hours limitation shall not apply. However, the employee shall make a request for a vacation which will both limit the number of hours forwarded to eighty (80) hours and shall not conflict with a more senior employees vacation request. Failure to make such a request shall result in the forfeiture of hours in excess of eighty (80) hours. A part time employee shall not accrue vacation hours from anniversary year to anniversary year.

35.5: 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.

35.6: The accrued vacation of part time employees shall be paid to the employee on each anniversary of employment.

35.7: The Employer shall allow vacation to fifteen percent (15%) of the active full time employees in a classification. 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.

35.8: 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.

35.9: 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 in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

35.10: An employee who terminates employment for any reason shall be entitled to payment of all accrued vacation hours and a proration of the hours to be credited to them on their following

anniversary. In the event of death, said vacation hours shall be paid to the employee's beneficiary or estate. The employee shall forfeit eight (8) hours of vacation payoff for each eight (8) hours short of providing two (2) weeks notice of a voluntary quit.

35.11: 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 XXXVI  
HOLIDAYS

36.1: All full time employees are entitled to the holidays determined by the state Supreme Court Administrator's Office.

36.2: 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.

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

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

36.5: 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.

36.6: 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.

36.7: 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 XXXVII  
JURY DUTY

37.1: 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 XXXVIII  
SALARY

EFFECTIVE July 1, 1993

<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>
Service Bureau Agent	\$19,761	20,565	21,430	22,351	23,323	24,352
Inmate Trust/ Commissary Clerk	\$19,761	20,565	21,430	22,351	23,323	24,352
Custodian	\$19,761	20,565	21,430	22,351	23,323	24,352
Communications Officer	\$20,720	21,731	22,793	23,912	24,781	25,838
Corrections Officer	\$24,613	26,792	29,229	31,323	32,411	33,375
Deputy	\$25,343	27,895	30,704	33,796	37,199	40,945
Detective	\$36,050	37,514	38,869	40,366	41,911	43,534
Transfer Officer	\$ 5.82	Hourly				

EFFECTIVE July 1, 1994

<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>
Service Bureau Agent	\$20,354	21,182	22,073	23,021	24,023	25,082
Inmate Trust/ Commissary Clerk	\$20,354	21,182	22,073	23,021	24,023	25,082
Custodian	\$20,354	21,182	22,073	23,021	24,023	25,082
Communications Officer	\$21,756	22,817	23,933	25,107	26,020	27,130
Corrections Officer	\$25,351	27,596	30,106	32,262	33,383	34,376
Deputy	\$26,103	28,732	31,625	34,809	38,315	42,173
Detective	\$37,131	38,639	40,035	41,576	43,168	44,840
Transfer Officer	\$ 6.00	Hourly				

EFFECTIVE July 1, 1995

<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>
Service Bureau Agent	\$20,964	21,817	22,735	23,712	24,743	25,835
Inmate Trust/ Commissary Clerk	\$20,964	21,817	22,735	23,712	24,743	25,835
Custodian	\$20,964	21,817	22,735	23,712	24,743	25,835
Communications Officer	\$22,843	23,958	25,130	26,363	27,321	28,487
Corrections Officer	\$26,112	28,424	31,009	33,230	34,384	35,407
Deputy	\$26,886	29,593	32,573	35,854	39,464	43,438
Detective	\$38,245	39,798	41,236	42,824	44,463	46,186
Transfer Officer	\$ 6.18	Hourly				



ARTICLE XXXIX  
TERM OF AGREEMENT

39.1: This Agreement shall be in effect and become operative on July 1, 1993 and shall continue in operation and effect through June 30, 1996. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to June 30, 1996 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, 1996 subject to termination or modification, thereafter by either party upon ten (10) calendar days written notice.

39.2: 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

\_\_\_\_\_  
Chairperson  
Board of Commissioners

ST. CLAIR COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

\_\_\_\_\_  
Marilyn Dunn, County Clerk

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Warren Flynn, Vice President

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE XXX  
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. Inmate Trust/Commissary Clerk, Kim Sullivan-Hines 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-Hines 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-Hines shall no longer be eligible for an exceptional cleaning allowance as hereby provided.

FOR THE POAM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

FOR THE COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

LETTER OF UNDERSTANDING  
REGARDING  
TEN (10) HOUR SHIFTS

The County of St. Clair, the St. Clair County Sheriff, as co-employer, and the St. Clair County Sheriff Department Employees - POAM hereby agree to establish ten (10) hour shifts in accordance with the following safeguards and conditions.

1. Ten (10) hour shifts shall be restricted to the classification of Service Bureau Agent.

2. The ten (10) hour shifts shall be implemented on a temporary basis for twelve (12) months, commencing 11/07/91 and concluding 11/07/92. The parties may mutually agree to terminate ten (10) hour shifts and return to the traditional eight (8) hour shifts at any time. In order to continue ten (10) hour shifts after the concluding date, the parties shall have mutual concurrence. In the event there is no mutual concurrence, the eight (8) hour shift schedule shall be re-established.

3. The terms of Article XVIII - Working Hours, 18.6, are hereby amended from twelve (12) to eight (8) hours as restricted in application to employees on twelve (12) hour shifts. By this modification the Sheriff shall be required to provide a minimum of eight (8) hours off between regularly scheduled shifts.

4. The computation of vacation, holiday and sick days shall be maintained on a per hour basis, rather than by days.

5. Overtime provisions shall not apply for any part of the regularly scheduled shift.

FOR THE POAM

FOR THE COUNTY

\_\_\_\_\_  
James DeVries, Business Agent

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Terry E. Pettee  
Personnel Director

\_\_\_\_\_  
Warren Flynn, Vice President

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

LETTER OF UNDERSTANDING  
REGARDING  
TEN (10) HOUR SHIFTS FOR SERVICE BUREAU AGENTS

1. Under the ten (10) hour shift schedule, vacation selection and requests will follow current contract language.
2. Shift premium for ten (10) hour shift schedule for S.B.A.
  - A. A premium of thirty (.30) cents per hour for work between 2:00 PM and 10:00 PM.
  - B. A premium of forty (.40) cents per hour for work between 10:00 PM and 6:00 AM.

FOR THE POAM

\_\_\_\_\_  
James DeVries, Business Agent

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Warren Flynn, Vice President

\_\_\_\_\_  
DATE

FOR THE COUNTY

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Terry E. Pettee  
Personnel Director

\_\_\_\_\_  
DATE

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE XVII  
RETIREMENT PLAN  
MILITARY TIME

The County of St. Clair on behalf of the trustees of the St. Clair County Retirement Plan and the Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Employees - POAM, St. Clair County Sheriff Department Corrections Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM hereby establish and agree as follows:

1. Bargaining unit members employed in a full time regular classification and position subject to any of the aforementioned Collective Bargaining Agreements on or before April 10, 1992 shall be subject to the terms and conditions governing military service time as follows:

Under Act No. 182 of the Public Acts of 1975, "A member who is drafted or enlists, or who was drafted or enlisted in a military service of the United States and who has been on active duty in the military service shall have the military service active duty credited to him upon his payment to the retirement system of an amount equal to the contribution, together with interest at the rate of 3%, from the dates of the military service to the dates of payment. The contribution shall be based on the period of military service claimed and the member's applicable contribution program and annual rate of compensation in effect at the time of payment. Military service shall not be credited a member if he received credit for the service under another provision of the section of this act. Not more than 6 years of service shall be credited to a member for all military service actually served by him.

2. Any bargaining unit member employed in a full time regular classification and position after April 10, 1992 shall be subject to the terms and conditions as follows:

- a. The member has at least 10 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 4 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 entered the armed services on or after June 1, 1980 during a time of war or emergency condition.

3. Any bargaining unit member employed in a full time regular classification and position on or before April 10, 1992 shall be required to identify the dates of military service on a form provided by the County. In the event the employee fails to complete and return the form to the County within thirty (30) calendar days, the employee shall be subject to the same provision as an employee hired after April 10, 1992. Be it understood that the completion and submission of the form does not obligate the employee to secure credit for military service.

4. The Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Employees - POAM, St. Clair County Sheriff Department Corrections Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM shall withdraw from further consideration the unfair labor practice charge Case No. C92 D-79. Further, the Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM, either individually or collectively shall refrain from any form of grievance, legal charge or claim against the County of St. Clair or the St. Clair County Retirement Plan with regard to employee military service credit.

FOR THE POAM

FOR THE COUNTY

\_\_\_\_\_  
James DeVries, Business Agent

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Terry E. Pettee  
Personnel Director

\_\_\_\_\_  
Warren Flynn, Vice President

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

LETTER OF UNDERSTANDING  
REGARDING  
TWELVE (12) HOUR SHIFTS

The County of St. Clair, the St. Clair County Sheriff, as co-employer and the St. Clair County Sheriff Department Employees POAM hereby agree to establish twelve (12) hour shifts in accordance with the following safeguards and conditions.

1. Twelve (12) hour shifts shall be restricted to the classifications of Deputy and Communications Officer. Further, twelve (12) hour shifts shall be restricted to road patrol Deputies excluding Deputies compensated through grants and contracts or involved in special assignments as exemplified by the Drug Task Force or D.A.R.E.S. assignment.

2. The twelve (12) hour shifts shall be implemented on a temporary basis for twelve (12) months, commencing 02/10/91 and concluding 02/22/92. The parties may mutually agree to terminate twelve (12) hour shifts and return to the traditional eight (8) hour shifts at any time. In order to continue twelve (12) hour shifts after the concluding date, the parties shall have mutual concurrence. In the event there is no mutual concurrence, the eight (8) hour shift schedule shall be re-established.

3. The twelve (12) hour shift schedule represents a bi-weekly pay period of eighty-four (84) working hours. The four (4) hours greater than the normal eighty (80) in a pay period shall be accrued as compensatory time. The accrued compensatory time shall be exhausted in the schedule cycle in which it is earned. Effort will be made to schedule the compensatory time at the mutual convenience of the employee and the department. In the event no mutually satisfactory time is found, the Sheriff shall have exclusive authority to schedule the compensatory time off.

4. The terms of Article XVII - Working Hours, 18.6, are hereby amended from twelve (12) to eight (8) hours as restricted in application to employees on twelve (12) hour shifts. By this modification the Sheriff shall be required to provide a minimum of eight (8) hours off between regularly scheduled shifts.

5. The computation of vacation, holiday and sick days shall be maintained on a per hour basis, rather than by days.

6. Vacation selection shall be by platoon rather than classification.

7. Under the twelve (12) hour shift schedule and under the six platoon system, up to two (2) deputies may take vacation within their platoon.

LETTER OF UNDERSTANDING  
TWELVE (12) HOUR SHIFTS  
PAGE 2

8. Shift premium for twelve (12) hour shift schedule.
  - a. A premium of thirty (.30) cents per hour for work between 2:00 PM and 10:00 PM.
  - b. A premium of forty (.40) cents per hour for work between 10:00 PM and 6:00 AM.

FOR THE POAM

\_\_\_\_\_  
James DeVries, Business Agent

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Warren Flynn, Vice President

\_\_\_\_\_  
DATE

FOR THE COUNTY

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Terry E. Pettee  
Personnel Director

\_\_\_\_\_  
DATE



LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE XXV - VACATIONS

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM hereby agree to amend Article XXV - Vacations, section 35.9, contingent upon the decision of the arbitrator in the matter of the July 18, 1995 grievance filed by Jane McCormick, as follows:

1. In the event the arbitrator determines that section 35.9 requires the Sheriff to allow fifteen percent (15%) of employees in a classification to be on vacation at any time throughout the calendar year, the section shall be amended as follows, underscoring added to identify amendment;

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 served" basis, subject to the preceding 35.7 fifteen percent (15%) rule. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

2. In the event the arbitrator determines that section 35.9 does not require the Sheriff to allow fifteen per cent (15%) of employees in a classification to be on vacation at any time throughout the calendar year, the section shall be amended as follows, underscoring added to identify amendment;

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 served" basis, but not subject to the preceding 35.7 fifteen percent (15%) rule. An employee who has an immediate need due to an unforeseen circumstance may request vacation time. The employee shall attempt to request vacation time in advance or as circumstances allow. The Employer shall make every reasonable effort to grant the request.

3. In the event the arbitrator fails to define section 35.9 relative to the fifteen percent (15%) rule, the section shall not be amended.

PAGE 2  
L.U. RE:  
ARTICLE XXXV - VACATIONS

4. Regardless of the outcome of arbitration, or if the issue is not arbitrated the subject of the fifteen percent (15%) rule shall be a mandatory subject of collective bargaining in the event either the Union or the County raise the issue in a timely and appropriate manner.

FOR THE POAM

\_\_\_\_\_  
James DeVries, Business Agent

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Warren Flynn, Vice President

\_\_\_\_\_  
DATE

FOR THE COUNTY

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Terry E. Pettee  
Personnel Director

\_\_\_\_\_  
DATE

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE XXVII - RETIREMENT  
PLAN OPTION

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Employees - POAM agree and acknowledge the following current and former bargaining unit members to have voluntarily elected to participate in the Retirement Plan in affect prior to April 15, 1992 hereafter known as the old Retirement Plan.

Adams, Mary Ann  
Backstrom, Carol  
Buckley, Thomas  
Cates, James  
Davies, Joel  
Dodd, Constance  
Fraleigh, Glenda  
Gibson, Bonnie  
Golden, Edward  
Gross, Robert

Harrington, Pam  
Hill, Marianne  
Howard, Cathy  
King, Cynthia  
Lavis, Jan  
McAuley, Mary  
Meldrum, Dale  
Mitchell, Judy  
Muxlow, Bernard

Reilly, Edward  
Ross, Karen  
St. James, Gerald  
Smith, Patricia  
Sullivan, Kimberly  
Tallmadge, Scott  
Titus, Colleen  
Weiland, Vicki  
Willis, Mary

FOR THE POAM

\_\_\_\_\_  
James DeVries, Business Agent

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Warren Flynn, Vice President

\_\_\_\_\_  
DATE

FOR THE COUNTY

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Terry E. Pettee  
Personnel Director

\_\_\_\_\_  
DATE

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE XVII - RETIREMENT PLAN  
MILITARY TIME

The County of St. Clair on behalf of the trustees of the St. Clair County Retirement Plan and the Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Employees - POAM, St. Clair County Sheriff Department Corrections Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM hereby establish and agree as follows:

1. Bargaining unit members employed in a full time regular classification and position subject to any of the aforementioned Collective Bargaining Agreements on or before April 10, 1992 shall be subject to the terms and conditions governing military service time as follows:

Under Act No. 182 of the Public Acts of 1975, "A member who is drafted or enlists, or who was drafted or enlisted in a military service of the United States and who has been on active duty in the military service shall have the military service active duty credited to him upon his payment to the retirement system of an amount equal to the contribution, together with interest at the rate of 3%, from the dates of the military service to the dates of payment. The contribution shall be based on the period of military service claimed and the member's applicable contribution program and annual rate of compensation in effect at the time of payment. Military service shall not be credited a member if he received credit for the service under another provision of the section of this act. Not more than 6 years of service shall be credited to a member for all military service actually served by him.

2. Any bargaining unit member employed in a full time regular classification and position after April 10, 1992 shall be subject to the terms and conditions as follows:

- a. The member has at least 10 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 4 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 entered the armed services on or after June 1, 1980 during a time of war or emergency condition.

3. Any bargaining unit member employed in a full time regular classification and position on or before April 10, 1992 shall be required to identify the dates of military service on a form provided by the County. In the event the employee fails to complete and return the form to the County within thirty (30) calendar days, the employee shall be subject to the same provision as an employee hired after April 10, 1992. Be it understood that the completion and submission of the form does not obligate the employee to secure credit for military service.

4. The Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Employees - POAM, St. Clair County Sheriff Department Corrections Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM shall withdraw from further consideration the unfair labor practice charge Case No. C92 D-79. Further, the Police Officers Association of Michigan on behalf of the St. Clair County Sheriff Department Supervisors - COAM and St. Clair County Probate Court Clerical Employees - TPOAM, either individually or collectively shall refrain from any form of grievance, legal charge or claim against the County of St. Clair or the St. Clair County Retirement Plan with regard to employee military service credit.

FOR THE POAM

FOR THE COUNTY

\_\_\_\_\_  
James DeVries, Business Agent

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Terry E. Pettee  
Personnel Director

\_\_\_\_\_  
Warren Flynn, Vice President

\_\_\_\_\_  
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;

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.

FOR THE POAM

FOR THE COUNTY

\_\_\_\_\_  
James DeVries, Business Agent

\_\_\_\_\_  
Dan Lane, Sheriff

\_\_\_\_\_  
Timothy O'Boyle, President

\_\_\_\_\_  
Terry E. Pettee  
Personnel Director

\_\_\_\_\_  
Warren Flynn, Vice President

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

PAYMENT WITHOUT PRESENTATION RESOLUTION

Minutes of a Regular meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "Issuer") held on the 22nd day of May, 1996 at 7:30 o'clock P.m., Eastern Time.

PRESENT: Members Commissioners, Acciavatti, Cole, Kearns, Masters, Wall, Wismer, and Keegan.

ABSENT: Members \_\_\_\_\_

The following preamble and resolution were offered by Member Wismer and seconded by Member Wall \_\_\_\_\_:

WHEREAS, the Issuer has been duly authorized by Act 354, Public Acts of Michigan, 1972, as amended, to replace or authorize payment without presentment of lost, destroyed or wrongfully taken bonds and other evidences of indebtedness issued by the Issuer; and

WHEREAS, the Issuer has duly authorized and issued certain bonds entitled St. Clair County, Michigan Sewage Disposal system No. 1 Bonds Algonac Section 1967 (the "Bonds"); and

WHEREAS, certain of said coupons on said Bonds have been reported as lost, specifically being Coupons 55, 56 and 57 from Bonds 513-517, due April 1, 1995, October 1, 1995 and April 1, 1996, in the amount of @\$112.50, totalling \$1,687.50; and

WHEREAS, Clarence T. Tobola and Marie C. Tobola (the "Owners"), represents that they are the lawful owners of all right, title and interest in the Bond described in the preceding paragraphs; and

WHEREAS, the Issuer has received an affidavit describing the circumstances surrounding the loss and evidence of ownership; and

WHEREAS, the Owners have requested the payment without presentation; has supplied the Issuer with an open penalty bond which indemnifies the Issuer and NBD Bank, (the "Paying Agent"), against loss arising out of said payment, which bond is drawn on Chubb Group of Insurance Companies, Warren, New Jersey and is dated March 13, 1996; and has agreed to pay all costs incurred in said payment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Paying Agent is hereby directed to take such steps as are necessary to accomplish the payment without presentation of the Bond.

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

2. Said payment without presentation shall only be delivered after payment is made to cover all costs incurred by the Issuer and the Paying Agent in connection with the payment without presentation of the Bond.

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

AYES: Commissioners Acciavatti, Cole, Kearns, Masters, Wall,  
Wisner, and Keegan.

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

Marilyn Dunn  
County Clerk

DATED: May 22, 1996

Pasquale R. Jaccusotto  
Lee Masters  
Camela J. Wall

Reviewed and Approved by:

Elwood L. Brown

ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

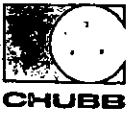


I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, State of Michigan, at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 1996, and that public notice of the meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of the meeting have been kept and made available to the public as required by the Act.

---

County Clerk

DEFS2\390381.1\009601-00003



# CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, Warren, New Jersey 07059

## FEDERAL INSURANCE COMPANY

### LOST ORIGINAL INSTRUMENTS AFFIDAVIT AND AGREEMENT IN CONNECTION WITH BLANKET LOST ORIGINAL INSTRUMENTS BOND

Transfer Agent, please complete prior to execution by affiant:

A/C# \_\_\_\_\_

1. Blanket Bond No. 0169-54-14 in favor of NBD Bank, N.A.
2. Coverage required:  open penalty;  fixed penalty \$ \_\_\_\_\_
3. Current market value of security \$ 1,687.50
4. Surety bond premium \$ 33.75
5. Automatic Coverage limit \$50,000.00

(Note: this affidavit is to be used only when the market value of the Lost Original Instrument does not exceed the Automatic Coverage limit, when the Lost Instrument has not been endorsed, and when the Affiant is a resident of the U.S.A. or Canada.

6. Complete description of Lost Original Instruments: ST CLAIR COUNTY MICHIGAN SEWAGE DISPOSAL SYSTEM NO 1 BONDS ALGONAC SECTION 1967 4.5% DUE 4-1-2004 CUSIP 788635FH9 COUPON #55,56,57 @ \$112.50 ea. from bond #513/517

STATE OF MI  
COUNTY OF OTSEGO }

BEARER BD OWNER: CLARENCE T TOBOLA & MARIE C TOBOLA (herein called "Affiant"), being duly sworn on oath, deposes and says:

1. That the Affiant is of legal age and resides at Z SECOND NATIONAL BANK OF SAGINAW, TRUST OPERATIONS, 101 N. WASHINGTON, SAGINAW, MI 48607

and that he is the lawful owner of, and is entitled to possession of the Lost Instrument(s) described above, (herein collectively called the "Lost Original Instruments"), which description he represents to be complete and accurate.

2. Affiant states that said Lost Original Instruments have been lost, mislaid, stolen or destroyed and cannot now be produced.

3. Said Lost Original Instrument(s) WAS NOT ENDORSED. Neither said Lost Original Instrument(s) nor the rights of Affiant, or the owner thereof, in said Lost Original Instrument(s) have, in whole or in part, been cashed, negotiated, sold, assigned, transferred, hypothecated, pledged, deposited under any agreement or otherwise disposed of, and to the knowledge of Affiant no claim of right, title or interest, adverse to Affiant, or the owner thereof, in or to said Lost Original Instrument(s) has been made or advanced by any person.

4. Affiant has made or caused to be made diligent search for said Lost Original Instrument(s) and has been unable to find or recover the same, and makes this Affidavit and Agreement for the purpose of inducing the issuance of new or replacement Instrument(s) in lieu of the said Lost Original Instrument(s) or the distribution to Affiant of liquidation proceeds thereof. Affiant hereby agrees immediately to surrender said Lost Original Instrument(s) for cancellation should such Lost Original Instrument(s) at any time hereafter come into the hands, custody or power of Affiant or any other person.

5. Affiant agrees that this Affidavit and Agreement is delivered to and may be made part of a bond of indemnity (herein called Blanket Bond) which the Oblige (named above) holds for the protection of parties in interest in connection with Lost Original Instrument(s) which Blanket Bond is underwritten by FEDERAL INSURANCE COMPANY (herein referred to as Obligor). Affiant hereby requests said Obligor to assume liability under said Blanket Bond to indemnify the Oblige as requested.

6. In consideration of the issuance of (1) such new or replacement Instrument(s) in lieu of that lost, or the distribution to applicant of the proceeds therefrom, and (2) in consideration of the assumption by Obligor of liability therefor under its said Blanket Bond, Affiant, his heirs, personal representatives and/or his successors and assigns, agrees to indemnify, protect and save harmless (as a continuing obligation under which successive recoveries may be had) the Oblige and Obligor, jointly and severally, their respective successors and assigns, from and against all loss, cost and damage (including court costs and attorneys fees) to which they may be subject or liable in respect of the Lost Original Instrument(s) described above, the issuance of new or replacement Instrument(s) in lieu of that lost, the distribution of proceeds of said Lost Original Instrument(s), the requested action of Affiant herein (or any other action associated therewith) or the assumption of liability.

7. Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance, containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

IN WITNESS WHEREOF, I hereunto subscribe my name this 11<sup>th</sup> day of August, 1995

By: Clarence T. Tobola  
(AFFIANT)

BY: Marie C. Tobola  
(AFFIANT)

Mary J. Mosqueda  
NOTARY PUBLIC

My commission expires 12-25-98  
**MARY J. MOSQUEDA**

IMPORTANT: Affiant must sign each copy as an original.

Form 15-02-0295 (Rev. 4-91) **Notary Public, Saginaw County, Mich.**  
**My Commission Expires Dec. 25, 1998.**

PRINTED  
IN  
U.S.A.

EXHIBIT B

AFFIDAVIT OF LOSS

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OTSEGO )

The undersigned (hereinafter called "Deponent"), being duly sworn, deposes and says that:

(1) Deponent is an adult whose mailing address is  
6295 Sparr Road  
Gaylord, MI 49735

and is the owner of or is acting in a representative or fiduciary capacity with respect to certain securities (describe type of security, identification number, and number of shares or face value):

ST CLAIR COUNTY MICHIGAN SEWAGE DISPOSAL SYSTEM NO 1 BONDS ALGONAC SECTION 1967 4.5% DUE 4-1-2004  
CUSIP 788635FU9 COUPON #55,56,57 @ \$112.50 EA. FROM BOND #513/517

issued by

(hereinafter called the "Issuing Corporation") and registered in the name of:

Clarence T Tobola and Marie C Tobola

(2) Deponent further says that the aforesaid security or securities (hereinafter called the "Original", whether one or more) have been lost, stolen, destroyed or misplaced under the following circumstances:

The coupons were clipped prior to April, 1995. Deponent was hospitalized in April, 1995, for a stroke, after which time he could not locate the coupons.

(3) That said Original (was not) endorsed. (If endorsed, describe form of endorsement and state whether signature was guaranteed.)

(4) Deponent has made or caused to be made diligent search for Original, and has been unable to find or recover same, and that Deponent was the unconditional owner of Original at the time of loss, and is entitled to the full and exclusive possession thereof; that neither the Original nor the rights of Deponent therein have, in whole or in part, been assigned, transferred, hypothecated, pledged or otherwise disposed of, in any manner whatsoever, and that no person, firm or corporation other than Deponent has any right, title, claim, equity or interest in, to, or respecting Original or the proceeds thereof, except as may be set forth in Statement (5) following.

NOTARIAL PUBLIC  
STATE OF MICHIGAN  
COMMISSION EXPIRES 12/31/2004  
12582

My Commission expires: 12-25-98  
My Commission expires: Dec. 25, 1998.  
Notary Public, Saginaw County, Mich.

NOTARY PUBLIC  
MARRY J. MOSQUEDA

*Marry J. Mosqueda*

19 95

this 14th day of August

Sworn to and subscribed before me

My Commission expires:

(Affix Notarial Seal)

NOTARY PUBLIC

*Marry J. Mosqueda*

19 95

this 14th day of August

Sworn to and subscribed before me

Signature of Deponent  
*Marie C. Tobala*  
Marie C. Tobala

Signature of Deponent  
*Clarence F. Tobala*  
Clarence F. Tobala

(8) Signed, sealed and dated: August 11, 19 95

(7) Deponent agrees that if said Original should ever come into Deponent's hands, custody or power, Deponent will immediately and without consideration surrender Original to Issuing Corporation, its transfer agents, subscription agents, trustees or Seaboard Surety Company for cancellation.  
(6) Deponent makes this affidavit for the purpose of requesting and inducing the Issuing Corporation and its agents to issue new securities in substitution for the Original and Seaboard Surety Company to assume liability in respect thereof under its Indemnity Bond.  
(Each heir, legatee, etc., having an interest in the Original must execute Agreement of Indemnity, Exhibit "C".)

(5) (If Deponent's interest in the Original is in a representative or fiduciary capacity, indicate below the designation of such capacity, i.e., Administrator, Executor, etc., and the title of the estate, as follows):  
Deponent is \_\_\_\_\_ of the estate of \_\_\_\_\_  
(Specify names of any other persons having an interest in the Original. List them below and indicate the nature of their interest, such as heir, legatee, etc.)  
NAME  
INTEREST

RESOLUTION 96-17

ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS OF ST. CLAIR COUNTY MICHIGAN, AND THE DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF OBTAINING STATE AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT,  
UNDER CONTRACT NO. M77-03-C56

WHEREAS, the County of St. Clair has received a Grant Offer from the Michigan Department of Transportation, Contract No. 96-465 DAB, in the amount of \$20,000 for "Installation of Fuel Tank as more completely defined in Contract No. M77-03-C56, as approved by the Department;" and

WHEREAS, the Airport Commission, 'as approved by their Resolution 96-04 dated May 7, 1996, are recommending acceptance by the St. Clair County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED,

1) That the St. Clair County Board of Commissioners, shall enter into an Agreement for the development of the St. Clair County International Airport, and that such Grant Agreement is set forth as attached hereto and made a part hereof.

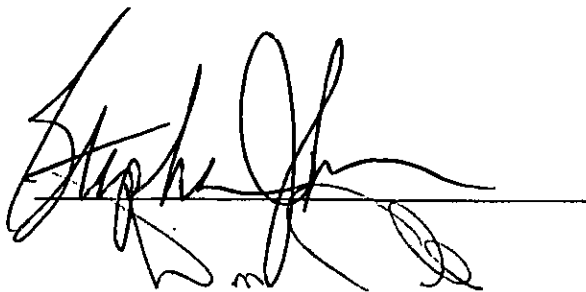
2) That the Chairperson of the St. Clair County Board of Commissioners of St. Clair County, Michigan, is hereby authorized and directed to execute said Grant Agreement on behalf of the County of St. Clair, Michigan, and the County Clerk is hereby authorized and directed to impress the official seal and to attest said execution.

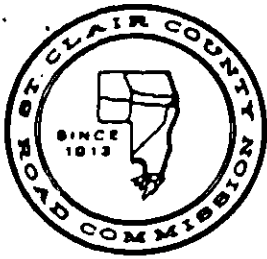
DATED: May 22, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060





COUNTY OF ST. CLAIR

21 Airport Drive, St. Clair, Michigan 48079

Phone 810 364-5720

## MEMORANDUM

TO: Don Dodge, County Administrator

FROM: John D. Perry, Managing Director

DATE: May 8, 1996

SUBJECT: St. Clair County International Airport  
Grant Offer

---

The Airport Commission made the decision to remove their underground storage tanks and not replace them. The removal will be taking place sometime this summer. Both of the Fixed Base Operators that depend upon our fuel source have been notified. They have decided to install their own fuel farms.

The Michigan Bureau of Aeronautics has offered the St. Clair County International Airport a grant offer in the amount of \$20,000 for the replacement of fuel storage tanks. This grant offer can be divided equally between the Fixed Base Operators that will be installing their systems.

The Airport Commission recommended acceptance of the Grant Offer by the County Board of Commissioners at their meeting held on May 7, 1996. Please place this item on your next agenda for approval.

sb  
Encl.

cc: Elwood Brown, County Corporate Counsel

RESOLUTION NO. 96-04

AIRPORT COMMISSION  
OF THE COUNTY OF ST. CLAIR

---

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR COUNTY BOARD OF COMMISSIONERS OF PORT HURON, MICHIGAN, AND THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING STATE AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER CONTRACT NO. M77-03-C56

WHEREAS, the County of St. Clair has received a Grant Offer from the Michigan Department of Transportation, Contract No. 96-465 DAB, in the amount of \$20,000 for "Installation of Fuel Tank as more completely defined in Contract No. M77-03-C56 as approved by the Department;" and

NOW, THEREFORE, BE IT RESOLVED, That the Airport Commission hereby recommends acceptance by the St. Clair County Board of Commissioners; and

BE IT FURTHER RESOLVED, That the Grant Offer be forwarded to the St. Clair County Board of Commissioners for their acceptance and execution.

AYES: Commissioner Street  
Commissioner McCormick  
Commissioner LaLonde

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, May 7, 1996 at 7:04 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, St. Clair, Michigan.

  
\_\_\_\_\_  
Janet C. Kitamura, Secretary



CONTRACT FOR A STATE/LOCAL  
AIRPORT PROJECT

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 Commissioners of the County of St. Clair, hereinafter referred to as the SPONSOR, for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at St. Clair County International Airport in St. Clair, Michigan, hereinafter referred to as the PROJECT and estimated in detail on Exhibit 1, dated April 10, 1996, attached hereto and made a part hereof.

**Installation of Fuel Tank as more completely defined in Contract No. M77-03-C56 as approved by the DEPARTMENT.**

WITNESSETH:

NOW, THEREFORE, it is agreed:

1. The term PROJECT COST, as herein used, is defined in Attachment(s) 12 and 13. PROJECT COST shall also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not an eligible PROJECT COST.

THE SPONSOR SHALL:

2. Hereby pledge a sufficient amount of funds to meet its obligations outlined in this Contract.

3. Upon written notice from the DEPARTMENT, repay any disallowed items of cost previously disbursed by the DEPARTMENT. Deficiencies billed to the SPONSOR shall be paid within sixty (60) days of the billing date. If the SPONSOR has not made arrangements to make payment within sixty (60) days, the DEPARTMENT may withhold monies from present or future contracts and may pursue any other remedy to recover such deficiencies.

4. a. Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this Contract.

b. Maintain the RECORDS for at least three (3) years from the date of final payment by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses of any other issue under this

9. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. Exhibit 1 is to be considered an estimate. The actual DEPARTMENT and SPONSOR share of the PROJECT COST will be determined at the time of financial closure of the PROJECT.

IT IS FURTHER AGREED:

8. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

THE DEPARTMENT SHALL:

7. Furnish to the DEPARTMENT written reports, monthly, regarding the employment of persons, either directly or through subcontract to this Contract, who have retired from State of Michigan employment pursuant to 1984 PA 2 and 3. Reports must comply with the Report Conditions and meet the Information Requirements set forth in Appendix "D", dated July 18, 1986, attached hereto and made a part hereof.

6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting in its behalf, agree 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.

5. Provide, and will require its subcontractors to provide, access by the DEPARTMENT or its representatives, to all technical data, reports, and documents 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. 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. All technical data, reports, and documents shall be maintained for a period of three (3) years from the date of final payment.

- d. If any part of the work is subcontracted, the SPONSOR shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
  - c. Allow the DEPARTMENT, or its representative, to inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- Contract, the SPONSOR shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

	<b>Dollar Amount</b>
Maximum DEPARTMENT share	\$20,000
SPONSOR share	<u>\$5,000</u>
Estimated PROJECT COST	\$25,000

10. The PROJECT COST shall be met in part by contributions from the DEPARTMENT. The DEPARTMENT funds will be applied to the PROJECT COST at a rate of eighty (80%) for those items eligible for state participation in an amount not to exceed the maximum obligation shown in Section 9. Any items of PROJECT COST not funded with DEPARTMENT funds will be the sole responsibility of the SPONSOR.

11. The SPONSOR hereby agrees the costs reported to the DEPARTMENT for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The SPONSOR also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

12. Any change in scope of the PROJECT, DEPARTMENT's share of the PROJECT cost, or term of this Contract shall be by execution of a prior written amendment to this Contract by the parties hereto.

13. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT, or any portion thereof, by giving written notice to the SPONSOR. In the event this occurs, this Contract shall be void and of no effect with respect to the cancelled portion of the PROJECT. Any SPONSOR deposits on the cancelled portion, less PROJECT COST incurred on the cancelled portions, will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned, or at the time of financial closure, whichever comes first.

The DEPARTMENT shall not participate in the PROJECT COST incurred on the cancelled portions of the PROJECT and Sections 9 and 10 shall not be construed to require the DEPARTMENT's participation in the cancelled portion.

14. Payment of or reimbursement to the SPONSOR of any cost by the DEPARTMENT 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 to by the SPONSOR. The DEPARTMENT will make final determination as to allowability only after final audit of the PROJECT.

15. All agreements and/or contracts or supply requisitions involving DEPARTMENT funds shall comply with Title 49, CFR Part 18, incorporated herein by reference as if the same were repeated in full herein.

16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Agreement, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the CONSULTANT, a Notice of Audit

Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the CONSULTANT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CONSULTANT shall:  
(a) respond in writing to the responsible Bureau of the Department indicating whether or not they concur with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CONSULTANT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the Agreement. The CONSULTANT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CONSULTANT, the DEPARTMENT shall repay that amount to the DEPARTMENT, or reach agreement with the DEPARTMENT on a repayment schedule, within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CONSULTANT fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CONSULTANT agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CONSULTANT under this Agreement, or any other agreement, or payable to the CONSULTANT under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CONSULTANT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the CONSULTANT in a timely filed RESPONSE.

17. This Contract shall be in effect for a period of eighteen (18) months from the date of execution.

18. 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 the grant which is the subject of 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.

19. 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", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

20. The parties hereto further agree that they will abide by 49 CFR Part 23 with regards to DBE/MBE/WBE requirements in construction contracts.

21. 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 if the name of the SPONSOR 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.

22. 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.

23. 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 of the project assignments; 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, and from attorney fees and related costs arising out of, under, or by reason of the

SPONSOR's performance of the project assignments under this Contract, except claims resulting from the sole negligence of said indemnitee, its agents, or employees.

24. 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 its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. 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.

26. In the event of any conflict between the Contract body and any Exhibit(s) thereto, the body of the Contract shall govern.

27. 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 COMMISSIONERS OF THE COUNTY OF ST. CLAIR

BY: \_\_\_\_\_  
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
TITLE: Department Director



ST. CLAIR COUNTY INTERNATIONAL AIRPORT  
 PORT HURON, MICHIGAN

1996 State/Local Program

10-Apr-96

	State	Local	Total
CONSTRUCTION	\$20,000	\$5,000	\$25,000
Install Aviation Fuel Tank	\$20,000	\$5,000	\$25,000
<b>TOTAL PROJECT BUDGET</b>	<b>\$20,000</b>	<b>\$5,000</b>	<b>\$25,000</b>

EXHIBIT 1



## ATTACHMENT 12

### SUPPLEMENTAL PROVISIONS FOR STATE/LOCAL CONTRACTS INVOLVING MORE THAN \$10,000 STATE FUNDS WITH THE BID OPENING HANDLED BY THE SPONSOR

1. The term PROJECT COST as herein used is hereby defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT.
2. The Sponsor shall select a consultant to perform each element of the PROJECT which requires such expertise. All consultant contracts shall be between the SPONSOR and the consultant. Consultant contracts shall be submitted to the DEPARTMENT for review and approval. Any such approvals shall not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR shall not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract requires prior written approval of the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT shall be given immediate written notice by the SPONSOR.
3. 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.
4. The SPONSOR shall have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Upon written notification from the SPONSOR that the contractor has been given a notice to proceed and an executed copy of that contract, the DEPARTMENT will pay the SPONSOR fifty percent (50%) of the DEPARTMENT'S share of the PROJECT COST shown on the attached Exhibit 1 or fifty percent (50%) of said contract. The SPONSOR shall pay the contractor immediately upon receipt of their billing. Upon receipt of verification from the SPONSOR that at least fifty percent (50%) of the contract has been completed and paid for, the DEPARTMENT pay the remaining amount of the DEPARTMENTS share of the PROJECT. Upon completion of the PROJECT and payment of all eligible and allowable PROJECT COST, the SPONSOR will submit within 180 days of completion of the project copies of contractor invoices and cancelled checks to the DEPARTMENT as evidence of actual expenditures.
6. The SPONSOR shall operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the date of this Grant Contract, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of

any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.

The airport shall be maintained in full operating condition on a year-round basis in accordance with class "C" licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT. Failure to comply with this section shall constitute grounds for forfeiture of the PROJECT and/or repayment of PROJECT COSTS on a pro rata basis.

7. Should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and/or all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Bureau of Aeronautics, Michigan Department of Transportation.

8. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would violate the conditions of the Michigan Aeronautics Commission Policy 3600.08.

## ATTACHMENT 13

### SUPPLEMENTAL PROVISIONS FOR STATE/LOCAL CONTRACTS INVOLVING INSTALLATION OF FUEL STORAGE TANKS AT AIRPORTS

1. The term PROJECT COST as herein used is hereby defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT.

2. The Sponsor shall select a consultant to perform each element of the PROJECT which requires such expertise. All consultant contracts shall be between the SPONSOR and the consultant. Consultant contracts shall be submitted to the DEPARTMENT for review and approval. Any such approvals shall not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR shall not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract requires prior written approval of the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT shall be given immediate written notice by the SPONSOR.

3. 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.

4. The SPONSOR shall have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.

5. 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 shown on the attached Exhibit 1. The SPONSOR shall pay the contractor immediately upon receipt of their billing. Upon completion of the PROJECT and payment of all eligible and allowable PROJECT COST, the SPONSOR will submit within 180 days of completion of the project copies of contractor invoices and cancelled checks to the DEPARTMENT as evidence of actual expenditures.

6. The SPONSOR shall assure that aviation fuel will be available at the airport on a year-round basis for a period of not less than 10 years from the date of this agreement.

During this period, the airport shall be maintained in full operating condition on a year-round basis in accordance with class "C" licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. The Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT. Failure to comply with this section shall constitute grounds for forfeiture of the PROJECT and/or repayment of PROJECT COSTS on a pro rata basis.

7. Should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and/or all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Bureau of Aeronautics, Michigan Department of Transportation.

8. The SPONSOR shall obtain from the installer and provide to the DEPARTMENT a certification that the tank(s) were installed in accordance with federal and state requirements and industry standards.

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 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

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX D  
(July 18, 1986)

REPORT OF RETIRED STATE EMPLOYEES

CONDITIONS

1. Include only names of persons under sixty-two (62) years of age who have performed a portion of the work required by this agreement and have also received remuneration therefore during the time period covered by the report.
2. Reports are to be submitted to the DEPARTMENT'S Office of Human Resources by the first (1st) of each month during the term of this agreement.

INFORMATION REQUIREMENTS

The following information is required in each Report of Retired State Employees:

1. MDOT Agreement or Contract Number.
2. Name of reporting firm.
3. Total original dollar amount of Contract or Agreement.
4. Name and Social Security number of Retiree(s) receiving remuneration.
5. Month during which work was performed.
6. The report is to be legibly signed by a representative of the firm and dated.

DAB

**BUREAU OF AERONAUTICS**

Agreement No. 96-465 between the Michigan Department of Transportation and the County of St. Clair to provide State grant funds for the installation of a fuel tank to provide adequate availability of fuel at the St. Clair County International Airport in St. Clair, Michigan.

The Agreement shall be in effect for a period of 18 months.

Source of funding for this agreement:

State Aeronautics funds	\$20,000
County of St. Clair	\$ 5,000
Agreement Total	\$25,000

RESOLUTION 96-16

OPPOSING ICI CANADA, LTD. APPLICATION FOR POND WATER  
DISCHARGE INTO ST. CLAIR RIVER

WHEREAS, the Great Lakes hold 95% of the fresh surface water in the U.S., providing a natural resource vital to the environment and the economy of the region, the State of Michigan and the County of St. Clair; and

WHEREAS, people who live or vacation on the Great Lakes have seen a visible improvement in the quality of the water since the 1970's, because of considerable investments in public sewage treatment systems; and further the County has supported the Great Lakes Water Quality Initiative; and

WHEREAS, the St. Clair County Board of Commissioners has been made aware that ICI Canada, Ltd. has applied for approval to discharge approximately 3.4 million cubic meters of treated phosphate process water and reverse osmosis (RO) concentrate into the St. Clair River from the site of the former C.I.L. Phosphate Plant located at Courtright in Sombra Township; and

WHEREAS, they have been advised that, in its application for approval of this discharge, ICI has not considered potential environmental and human effect of 27 substances not included in provincial water quality objectives, and in addition, in assessing environmental risks associated with the proposed discharge, ICI has not considered 13 substances present in the water to be discharged, including several radio-active substances; and

WHEREAS, St. Clair County does not believe that the potential environmental and human health effect of the proposed discharge on affected communities and their members have been properly investigated and assessed; and believe that all options to discharge should be thoroughly evaluated.



RESOLUTION 96-15.

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 7th day of May, 1996, 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 1995 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 land 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, provided that any municipality may, before the first Tuesday of November, 1996, 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 7, 1996, 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, be withheld from said sale as provided in this Section.

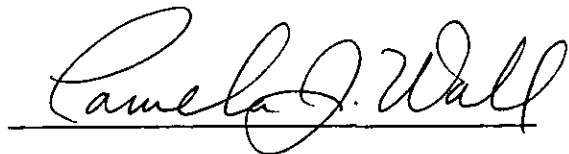
2. That the St. Clair County Treasurer be hereby authorized to act as representative and agent of the Board of Commissioners of St. Clair County to officially advise the Department of Natural Resources of the legal description of land upon which application has been made to pay tax prior to the first Tuesday in November (under the provisions of Section 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 8, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



**RESOLUTION 96-14**

**TO SUBMIT TO THE ELECTORATE OF ST. CLAIR COUNTY  
BALLOT QUESTION REGARDING RATIFICATION OF  
PA 396 OF 1994 REPEALING THE SUNDAY HUNTING  
PREVENTION ACT, BEING L.A. 4 OF 1939**

**WHEREAS**, L.A. 4 of 1939 prevents hunting of game on Sunday in St. Clair County; and

**WHEREAS**, P.A. 396 of 1994 is an act to repeal local acts pertaining to hunting including L.A. 4 of 1939 as above stated; and

**WHEREAS**, the repeal of said local act shall not take effect unless the repeal above stated is submitted to a vote of the qualified electorate of St. Clair County for ratification at the November 5, 1996, general election; and

**WHEREAS**, this Board desires to submit the ballot question on repeal of Local Act No. 4 of 1939 for ratification or rejection by the electorate of St. Clair County; and

**WHEREAS**, P.A. 396 of 1994 provides that the notice of the ballot question shall be submitted in substantially the following form:

"Shall Act 396 of the Local Acts of 1994, which would result in the repeal of Act No. 4 of the Local Acts of 1939, which is an act passed in 1939 that prohibits hunting with firearms or dogs in St. Clair County on Sunday, be adopted?

Yes [  ]

No [  ]".

**NOW THEREFORE, BE IT RESOLVED THAT**, the Clerk of St. Clair County is hereby directed to place as a ballot question in the next general election to be held

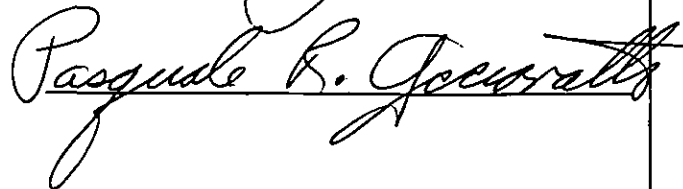
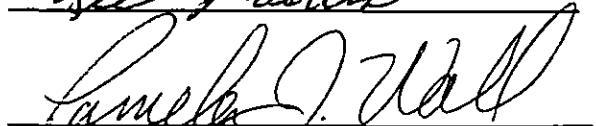
November 5, 1996, the ratification of the repeal of L.A. 4 of 1939 as provided for in section (1) of P.A. 396 of 1994 in the manner and in the form prescribed in section (2) of P.A. 396 of 1994 as above referenced.

DATED: April 24, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



**PLACING PROPOSED MILLAGE RENEWAL FOR  
DRUG TASK FORCE ON BALLOT**

WHEREAS, the Board of Commissioners of the County of St. Clair recognizes the imminent danger to the health and safety of the community, most specifically our children and young people, that the distribution of illegal controlled substance poses; and

WHEREAS, it is further recognized that the employment of a Drug Task Force comprised of undercover police personnel and personnel from the Office of the Prosecuting Attorney can be an effective means of apprehending and removing from the community individuals involved in criminal activity; and

WHEREAS, such a Drug Task Force is a specialized unit created for a specific purpose and function not provided for within the structure of the County's law enforcement system; and

WHEREAS, Article IX, Section 6 of the Michigan Constitution of 1963 provides that the fifteen (15) mill limitation on property taxes therein imposed may be altered by a vote of the majority of the qualified electors of the County; and

WHEREAS, it is the desire of the Board of Commissioners to permit the electorate of the County to express its view on the question of continuation of funding for the operation of such a Drug Task Force.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1) The Clerk of the County of St. Clair is hereby directed to place on the ballot for the primary election of August 6, 1996, a proposition to renew the imposition of an addition not to exceed 2.837 tenths (.0002837) of a mill to be used primarily for funding the operation of a Drug Task Force for a four year period, and that the proposition shall be placed on the ballot in the following form:

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 of, and equipment for the St. Clair County Sheriff's Department and the Office of the Prosecuting Attorney of St. Clair County, which Task Force's 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 2.837 tenths (.0002837) of one mill of the taxable value, of all the property in the County for each of the years 1996, 1997, 1998, and 1999 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 24th day of April, 1996.

DATED: April 24, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-11

APPROVING THE 1996 COUNTY EQUALIZATION REPORT

WHEREAS, the constitution of the State of Michigan for 1963 in Section 3 Article 9 includes a requirement for the legislature to provide for the uniform general ad valorem taxation of real and tangible personal property not exempt by law; and

WHEREAS, the matter of equalization by County is governed by Act 206 of 1893, as amended, being MCL 211.23, MSA 7.51 et seq.

WHEREAS, the Michigan Legislature enacted a statute describing true cash value and in connection therewith MCLA 211.27, MSA 7.27 reads in part as follows:

"...Notwithstanding any other provisions of law except as hereinafter provided, property shall be assessed at 50% of its true cash value in accordance with Article 9, Section 3 of the constitution;" and

WHEREAS, the St. Clair County Board of Commissioners and the St. Clair County Department of Equalization have examined the assessment rolls of the various townships and cities in the County of St. Clair, as required, and have determined that such assessment rolls as examined appear to be relatively unequal; and

WHEREAS, the St. Clair County Department of Equalization has, in accordance with the aforementioned constitutional and statutory provisions prepared a tabular statement of the assessed and equalized values of 50% of the true cash value of the real and personal property of the various townships and cities in St. Clair County, said statement being labeled Exhibit "A", attached hereto and made a part hereof by reference.




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 24, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

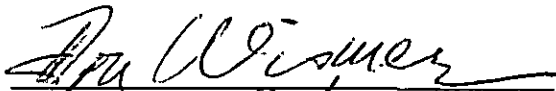


  
  


EXHIBIT "A" PAGE 1 OF 3

TOWNSHIP OR CITY	TOTAL REAL PROPERTY VALUATIONS		PERSONAL AND REAL TOTALS		PERSONAL PROPERTY VALUATIONS		S.T.C. L - 4024		4/17/96
	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	
BERLIN TOWNSHIP	52,382,192	52,382,192	5,849,957	5,849,957	58,232,149	58,232,149	29,291,451	29,291,451	
BROCKWAY TOWNSHIP	27,697,175	27,697,175	1,594,276	1,594,276	29,291,451	29,291,451	78,302,823	78,302,823	
BURTCVILLE TOWNSHIP	76,406,087	76,406,087	1,896,736	1,896,736	78,302,823	78,302,823	79,140,453	79,140,453	
CASC0 TOWNSHIP	70,663,258	70,663,258	8,477,195	8,477,195	79,140,453	79,140,453	436,974,419	436,974,419	
CHINA TOWNSHIP	406,831,075	406,831,075	30,143,344	30,143,344	436,974,419	436,974,419	293,657,683	293,657,683	
CLAY TOWNSHIP	285,177,089	285,177,089	8,107,939	8,107,939	293,657,683	293,657,683	97,820,020	97,820,020	
CLYDE TOWNSHIP	94,213,500	94,213,500	3,606,520	3,606,520	97,820,020	97,820,020	93,470,241	93,470,241	
COLUMBUS TOWNSHIP	75,622,722	75,622,722	17,847,519	17,847,519	93,470,241	93,470,241	74,663,947	74,663,947	
COTTRELLVILLE TOWNSHIP	70,293,205	70,293,205	4,370,742	4,370,742	74,663,947	74,663,947	344,711,150	344,711,150	
EAST CHINA TOWNSHIP	322,750,800	322,750,800	21,960,350	21,960,350	344,711,150	344,711,150	34,763,155	34,763,155	
EMMETT TOWNSHIP	32,824,527	32,824,527	1,938,628	1,938,628	34,763,155	34,763,155	249,843,448	249,843,448	
FORT GRATIOT TOWNSHIP	234,294,725	234,294,725	15,548,723	15,548,723	249,843,448	249,843,448	26,259,481	26,259,481	
GRANT TOWNSHIP	24,692,674	24,692,674	1,566,807	1,566,807	26,259,481	26,259,481	79,368,458	79,368,458	
GREENWOOD TOWNSHIP	72,710,120	72,710,120	6,658,338	6,658,338	79,368,458	79,368,458	109,156,087	109,156,087	
IRA TOWNSHIP	95,060,650	95,060,650	14,095,437	14,095,437	109,156,087	109,156,087	36,838,264	36,838,264	
KENCKEE TOWNSHIP	33,442,773	33,442,773	3,395,491	3,395,491	36,838,264	36,838,264	112,643,815	112,643,815	
KINGBALL TOWNSHIP	100,571,635	100,571,635	12,072,180	12,072,180	112,643,815	112,643,815	22,070,059	22,070,059	
LYNN TOWNSHIP	18,950,700	18,950,700	3,119,359	3,119,359	22,070,059	22,070,059	70,264,719	70,264,719	
MUSSEY TOWNSHIP	50,337,421	50,337,421	19,927,298	19,927,298	70,264,719	70,264,719	154,355,555	154,355,555	
PORT HJRON TOWNSHIP	136,852,705	136,852,705	17,502,850	17,502,850	154,355,555	154,355,555	59,800,464	59,800,464	
RILEY TOWNSHIP	55,393,575	55,393,575	4,406,889	4,406,889	59,800,464	59,800,464	152,224,830	152,224,830	
ST. CLAIR TOWNSHIP	139,688,535	139,688,535	12,536,295	12,536,295	152,224,830	152,224,830	52,319,195	52,319,195	
WALES TOWNSHIP	47,456,121	47,456,121	4,863,074	4,863,074	52,319,195	52,319,195	74,981,780	74,981,780	
CITY OF ALGONAC	72,375,025	72,375,025	2,606,755	2,606,755	74,981,780	74,981,780	82,400,760	82,400,760	
CITY OF MARINE CITY	74,341,620	74,341,620	8,059,140	8,059,140	82,400,760	82,400,760	279,892,964	279,892,964	
CITY OF MARYSVILLE	213,741,504	213,741,504	66,151,460	66,151,460	279,892,964	279,892,964	5,565,783	5,565,783	
CITY OF MEMPHIS	4,947,724	4,947,724	618,059	618,059	5,565,783	5,565,783	494,076,675	494,076,675	
CITY OF PORT HURON	414,949,125	414,949,125	79,127,550	79,127,550	494,076,675	494,076,675	142,263,457	142,263,457	
CITY OF ST. CLAIR	125,271,098	125,271,098	16,992,359	16,992,359	142,263,457	142,263,457	23,246,816	23,246,816	
CITY OF YALE	20,967,334	20,967,334	2,279,482	2,279,482	23,246,816	23,246,816			
TOTAL FOR ENTIRE COUNTY	3,450,906,694	3,451,279,349	397,320,752	397,320,752	3,848,227,446	3,848,227,446			

EXHIBIT "A" PAGE 2 OF 3

STATE TAX COMMISSION  
ST. CLAIR COUNTY

EQUALIZED VALUATION - REAL

S.I.C. L - 4024  
YEAR 1996

4/17/96

TOWNSHIP OR CITY	AGRICULTURE	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	TOTAL REAL
BERLIN TOWNSHIP	12,623,126	408,725	43,425	39,306,916		52,382,192
BROCKWAY TOWNSHIP	11,146,875	1,161,600	175,650	15,213,050		27,697,175
BURCHVILLE TOWNSHIP	11,769,873	3,755,649	267,568	60,612,997		76,406,087
CASCO TOWNSHIP	12,107,927	3,080,768	2,365,497	53,109,066		70,663,258
CHINA TOWNSHIP	17,851,150	2,130,350	337,503,950	49,345,625		406,831,075
CLAY TOWNSHIP	4,738,018	18,278,662	2,107,289	260,425,775		285,549,744
CLYDE TOWNSHIP	5,744,800	1,945,100	132,300	86,391,300		94,213,500
COLUMBUS TOWNSHIP	15,629,150	2,377,697	1,571,900	56,043,975		75,622,722
COITRELLVILLE TOWNSHIP	8,750,695	2,792,682	1,548,153	57,201,675		70,293,205
EAST CHINA TOWNSHIP	252,750	5,643,050	230,489,150	86,365,850		322,750,800
EMMETT TOWNSHIP	11,802,366	769,750	18,945	20,233,466		32,824,527
FORT GRATIOT TOWNSHIP	1,776,075	64,607,900	39,375	167,871,375		234,494,725
GRANT TOWNSHIP	9,487,755	391,000	207,115	14,606,804		24,692,674
GREENWOOD TOWNSHIP	8,917,960	41,035	55,114,069	8,637,056		72,710,120
IRA TOWNSHIP	12,121,651	11,183,063	4,027,079	67,728,857		95,060,650
KENOCKEE TOWNSHIP	12,482,762	438,800	274,770	20,246,441		33,442,773
KIMBALL TOWNSHIP	11,112,000	14,135,100	1,235,500	74,089,035		100,571,635
LYNN TOWNSHIP	11,500,040	24,375		7,426,285		18,950,700
MUSSEY TOWNSHIP	11,349,220	4,593,909	677,450	33,716,842		50,337,421
PORT HIRON TOWNSHIP		34,070,925	4,647,600	98,134,180		136,852,705
RILEY TOWNSHIP	13,216,075	1,083,325	177,350	40,916,825		55,393,575
ST. CLAIR TOWNSHIP	21,414,844	5,449,684	2,013,781	110,810,226		139,688,535
WALES TOWNSHIP	14,344,676	626,117	372,956	32,112,372		47,456,121
CITY OF ALGONAC		9,137,175	35,500	63,202,350		72,375,025
CITY OF MARINE CITY	286,300	12,598,857	6,736,830	54,719,633		74,341,620
CITY OF MARYSVILLE		23,607,123	47,206,350	142,928,031		213,741,504
CITY OF MEMPHIS		1,144,171		3,803,553		4,947,724
CITY OF PORT HURON		89,782,300	28,295,775	296,871,050		414,949,125
CITY OF ST. CLAIR		14,183,883	6,796,192	104,291,023		125,271,098
CITY OF VALE		4,307,508	698,399	15,961,427		20,967,334
TOTAL FOR ENTIRE COUNTY	240,426,088	339,750,283	734,779,918	2,142,323,060		3,451,279,349

EXHIBIT "A" PAGE 3 OF 3

TOWNSHIP OR CITY	AGRICULTURE	ASSESSED VALUATION - REAL				TOTAL REAL
		COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL	
BERLIN TOWNSHIP	12,623,126	408,725	43,425	39,306,916		52,382,192
BROCKWAY TOWNSHIP	11,146,875	1,161,600	175,650	15,213,050		27,697,175
BURTONVILLE TOWNSHIP	11,769,873	3,755,649	267,568	60,612,997		76,406,087
CASCO TOWNSHIP	12,107,927	3,080,768	2,365,497	53,109,066		70,663,258
CHINA TOWNSHIP	17,851,150	2,130,350	337,503,950	49,345,625		406,831,075
CLAY TOWNSHIP	4,738,018	17,906,007	2,107,289	260,425,775		285,177,089
CLYDE TOWNSHIP	5,744,800	1,945,100	132,300	86,391,300		94,213,500
COLUMBUS TOWNSHIP	15,629,150	2,377,697	1,571,900	56,043,975		75,622,722
COTTRELLVILLE TOWNSHIP	8,750,695	2,792,682	1,548,153	57,201,675		70,293,205
EAST CHINA TOWNSHIP	252,750	5,643,050	230,489,150	86,365,850		322,750,800
EMMETT TOWNSHIP	11,802,366	769,750	18,945	20,233,466		32,824,527
FORT GRATIOT TOWNSHIP	1,776,075	64,607,900	39,375	167,871,375		234,294,725
GRANT TOWNSHIP	9,487,755	391,000	207,115	14,606,804		24,692,674
GREENWOOD TOWNSHIP	8,917,960	41,035	55,114,069	8,637,056		72,710,120
IRA TOWNSHIP	12,121,651	11,183,063	4,027,079	67,728,857		95,060,650
KEMOCKEE TOWNSHIP	12,482,762	438,800	274,770	20,246,441		33,442,773
KIMBALL TOWNSHIP	11,112,000	14,135,100	1,235,500	74,089,035		100,571,635
LYNN TOWNSHIP	11,500,040	24,375	18,945	7,426,285		18,950,700
MUSSEY TOWNSHIP	11,349,220	4,593,909	677,450	33,716,842		50,337,421
PORT HURON TOWNSHIP		34,070,925	4,647,600	98,134,180		136,852,705
RILEY TOWNSHIP	13,216,075	1,083,325	177,350	40,916,825		55,393,575
ST. CLAIR TOWNSHIP	21,414,844	5,449,684	2,013,781	110,810,226		139,688,535
MALES TOWNSHIP	14,344,676	626,117	372,956	32,112,372		47,456,121
CITY OF ALGONAC		9,137,175	35,500	63,202,350		72,375,025
CITY OF MARINE CITY	286,300	12,598,857	6,736,830	54,719,633		74,341,620
CITY OF MARYSVILLE		23,607,123	47,206,350	142,928,031		213,741,504
CITY OF MEMPHIS		1,144,171		3,803,553		4,947,724
CITY OF PORT HURON		89,782,300	28,295,775	296,871,050		414,949,125
CITY OF ST. CLAIR		14,183,883	6,796,192	104,291,023		125,271,098
CITY OF YALE		4,307,508	698,399	15,961,427		20,967,334
<b>TOTAL FOR ENTIRE COUNTY</b>	<b>240,426,088</b>	<b>333,377,628</b>	<b>734,779,918</b>	<b>2,142,323,060</b>		<b>3,450,906,694</b>

STATE TAX COMMISSION  
ST. CLAIR COUNTY

S.T.C. L - 4024  
YEAR 1996

4/17/96

RESOLUTION 96-12

AUTHORIZING CONVEYANCE OF RIGHT-OF-WAY FOR  
COUNTY PROPERTY ON GRISWOLD ROAD BETWEEN  
MICHIGAN ROAD AND BR-69 PORT HURON TOWNSHIP

WHEREAS, the St. Clair County Road Commission, in the fall of 1997, will begin reconstruction of Griswold Road between Michigan Road and BR-69, Port Huron Township, Section 8,9,16 and 17; and

WHEREAS, improvements will be made to "all-season" standards which will allow legally loaded trucks to access the industrial and commercial properties without being subject to reduced loading in the spring. The road lanes will be widened and a new asphalt surface will be placed. Also, commercial drive approaches will be built to replace existing drives to those industrial and commercial properties on the road; and

WHEREAS, as a part of this project, it is necessary that adequate right-of-way be available for construction. Currently, the Road Commission claims 66 feet of right-of-way along Griswold, 33 feet on each side of the centerline. To improve the road, the St. Clair County Road Commission is seeking additional right-of-way to a point 50 feet from the road centerline. Said property descriptions and sketches showing the requested right-of-way along the county property are attached hereto and marked as Exhibit "A"; and

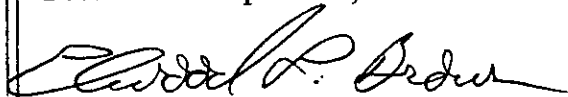
WHEREAS, the St. Clair County Road Commission is seeking acquisition of this right-of-way by means of the enclosed "Highway Easement Release." This document describes the necessary right-of-way across the property. Also included are descriptions for the pump station property and the dog pound property on the same document. The amount of property requested to be acquired is 0.2007 acres outside the existing right-of-way; and

WHEREAS, the St. Clair County Road Commission trusts that the right-of-way can be acquired at no cost, and thereby a "Waiver of Right to Just Compensation and Appraisal for Real Property", is hereby granted.

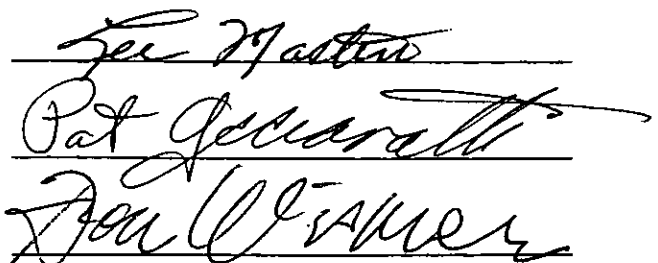
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners approves the "Release of Highway Easement" as requested by the St. Clair County Road Commission and further waives the "Right to Just Compensation and Appraisal for Real Property" for said property.

FURTHER, BE IT RESOLVED, that the Chairperson of the St. Clair County Board of Commissioners is authorized to sign the "Release of Highway Easement" and "Waiver of Right to Just Compensation and Appraisal for Real Property" on behalf of the St. Clair County Board of Commissioners.

DATED: April 10, 1996



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



ST. CLAIR COUNTY ROAD COMMISSION  
21 AIRPORT DRIVE  
ST. CLAIR, MI 48079

HIGHWAY BASEMENT RELEASE

For and in consideration of the sum of \_\_\_\_\_dollar\_\_ to us in hand paid by the Board of County Road Commissioners of the County of St. Clair, State of Michigan, and the improvement of a St. Clair County highway: We the COUNTY OF ST. CLAIR, MICHIGAN, A MICHIGAN MUNICIPAL CORPORATION WHOSE ADDRESS IS: COUNTY BUILDING, 201 MCMORRAN BLVD., PORT HURON, MI, 48060, hereby grant and convey to the St. Clair County Road Commission an easement for highway purposes in, over and upon the parcel(s) of land described as:

Parcel "A" (Pump Station)

The North 50 feet of the East 350 feet of the West 1165.75 feet of the North 248.9 feet of Section 17, T 6 N, R 17 E, Port Huron Township, St. Clair County, MI. Said parcel contains approximately 0.401 acre as described. This is 0.136 acre more than the currently claimed 33 feet of right-of-way in Griswold Road.

Parcel "B" (Dog Pound)

The South 50 feet of the West 66 feet of the South 233 feet of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the South 17 feet of the East of the South 200 feet of Lot 41, Commissioners Map Plat of Lands of the Estate of D.B. Harrington as recorded in Liber 23 of Plats, Page 11. Said parcel contains 5000 square feet or 0.1147 acres more or less. This is 0.0647 acres more than the currently claimed 33 feet of right-of-way in Griswold Road.

This conveyance includes a release of any and all claims to damages to that portion of grantors property described above, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right-of-way, and improving of the highway in, over and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation upon that portion of the grantors property described above as in the judgment of the St. Clair County Road Commission is necessary to the construction and maintenance of the highway, further notice of such removal is hereby waived. It is agreed that all desirable trees, shrubs and vegetation which do not ~~interfere with the construction, maintenance or use of the highway,~~ are to be preserved

ST. CLAIR COUNTY ROAD COMMISSION  
21 AIRPORT DRIVE  
ST. CLAIR, MI 48079

WAIVER OF RIGHT TO JUST COMPENSATION AND APPRAISAL FOR REAL PROPERTY

NAME: COUNTY OF ST. CLAIR  
201 MCMORRAN BLVD  
PORT HURON, MI 48060

PROPERTY DESCRIBED AS:

Land in the Township of PORT HURON, County of St. Clair. State of Michigan, described as follows:

Parcel "A" (Pump Station)

The North 50 feet of the East 350 feet of the West 1165.75 feet of the North 248.9 feet of Section 17, T 6 N, R 17 E, Port Huron Township, St. Clair County, MI. Said parcel contains approximately 0.401 acre as described. This is 0.136 acre more than the currently claimed 33 feet of right-of-way in Griswold Road.

Parcel "B" (Dog Pound)

The South 50 feet of the West 66 feet of the South 233 feet of the Southeast 1/4 of the Southeast 1/4 of Section 8 and the South 17 feet of the East 100 of the South 200 feet of Lot 41, Commissioners Map Plat of Lands of the Estate of D.B. Harrington as recorded in Liber 23 of Plats, Page 11. Said parcel contains 5000 square feet or 0.1147 acres more or less. This is 0.0647 acres more than the currently claimed 33 feet of right-of-way in Griswold Road.

- A. THE PROPERTY OWNER HAS THE RIGHT TO RECEIVE JUST COMPENSATION FOR HIS/HER/THEIR PROPERTY.
- B. THE PROPERTY OWNER IS ENTITLED TO HAVE AN APPRAISAL PREPARED FOR HIS/HER/THEIR PROPERTY.

I/WE, COUNTY OF ST. CLAIR, HEREBY CERTIFY THAT I/WE HAVE BEEN INFORMED OF A. AND B. ABOVE AND HAVE CHOSEN TO DONATE MY/OUR PROPERTY.

COUNTY OF ST. CLAIR

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT LOCATION  
Griswold Road between Michigan  
Road and 32nd Street

RESOLUTION 96-10

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

WHEREAS, the Sheriff Department Supervisors - AFSCME 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.



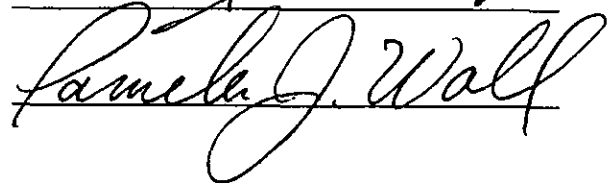
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A"), for the period July 1, 1994 through June 30, 1997, is hereby approved and adopted.

DATED: April 10, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY  
BOARD OF COMMISSIONERS

AND

THE ST. CLAIR COUNTY  
SHERIFF'S DEPARTMENT SUPERVISORS  
LOCAL 1518, COUNCIL 25  
AFSCME, AFL-CIO

1994 - 1997

ALPHABETICAL TABLE OF CONTENTS

<u>PAGE</u>	<u>ARTICLE</u>	<u>TOPIC</u>
1.....	-.....	AGREEMENT
18.....	17.....	CAREER CHANGE AND ADVANCEMENT
2.....	3.....	CONTRACT SERVICES
10.....	10.....	DISCHARGE AND DISCIPLINE
7.....	7.....	DUES AND PAYROLL DEDUCTIONS
15.....	14.....	EMPLOYEE RECORDS REVIEW
16.....	15.....	EQUIPMENT CARE AND USAGE
4.....	6.....	GRIEVANCE PROCEDURE
28.....	29.....	HEALTH CARE, LIFE AND DENTAL INSURANCE
35.....	33.....	HOLIDAYS
22.....	20.....	INJURY LEAVE WITH PAY
12.....	12.....	LAYOFF
21.....	19.....	LEAVE OF ABSENCE
9.....	9.....	LOSS OF SENIORITY
17.....	16.....	MAINTENANCE OF PROFESSIONAL STANDARDS
1.....	2.....	MANAGEMENT RESPONSIBILITY
20.....	18.....	OVERTIME
23.....	23.....	PAYMENT OF BACK CLAIMS
25.....	25.....	PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT
14.....	13.....	POLICE OFFICERS' BILL OF RIGHTS
1.....	-.....	PURPOSE AND INTENT
1.....	1.....	RECOGNITION
24.....	24.....	RETIREMENT
8.....	8.....	SENIORITY
29.....	30.....	SERVICE RECOGNITION
26.....	26.....	SHIFT PREMIUM
30.....	31.....	SICK DAYS AND DISABILITY
38.....	35.....	TERM OF AGREEMENT
26.....	27.....	UNIFORM CLEANING ALLOWANCE
27.....	28.....	UNIFORM REPLACEMENT
23.....	22.....	UNION BULLETIN BOARD
3.....	5.....	UNION REPRESENTATION
2.....	4.....	UNION SECURITY
34.....	32.....	VACATIONS
23.....	21.....	VETERANS
37.....	34.....	WAGES
11.....	11.....	WORKING HOURS

TABLE OF CONTENTS

<u>PAGE</u>	<u>ARTICLE</u>	<u>TOPIC</u>
1.....	-.....	AGREEMENT
1.....	-.....	PURPOSE AND INTENT
1.....	1.....	RECOGNITION
1.....	2.....	MANAGEMENT RESPONSIBILITY
2.....	3.....	CONTRACT SERVICES
2.....	4.....	UNION SECURITY
3.....	5.....	UNION REPRESENTATION
4.....	6.....	GRIEVANCE PROCEDURE
7.....	7.....	DUES AND PAYROLL DEDUCTIONS
8.....	8.....	SENIORITY
9.....	9.....	LOSS OF SENIORITY
10.....	10.....	DISCHARGE AND DISCIPLINE
11.....	11.....	WORKING HOURS
12.....	12.....	LAYOFF
14.....	13.....	POLICE OFFICERS' BILL OF RIGHTS
15.....	14.....	EMPLOYEE RECORDS REVIEW
16.....	15.....	EQUIPMENT CARE AND USAGE
17.....	16.....	MAINTENANCE OF PROFESSIONAL STANDARDS
18.....	17.....	CAREER CHANGE AND ADVANCEMENT
20.....	18.....	OVERTIME
21.....	19.....	LEAVE OF ABSENCE
22.....	20.....	INJURY LEAVE WITH PAY
23.....	21.....	VETERANS
23.....	22.....	UNION BULLETIN BOARD
23.....	23.....	PAYMENT OF BACK CLAIMS
24.....	24.....	RETIREMENT
25.....	25.....	PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT
26.....	26.....	SHIFT PREMIUM
26.....	27.....	UNIFORM CLEANING ALLOWANCE
27.....	28.....	UNIFORM REPLACEMENT
28.....	29.....	HEALTH CARE, LIFE, AND DENTAL INSURANCE
29.....	30.....	SERVICE RECOGNITION
30.....	31.....	SICK DAYS AND DISABILITY
34.....	32.....	VACATIONS
35.....	33.....	HOLIDAYS
37.....	34.....	WAGES
38.....	35.....	TERM OF AGREEMENT

## AGREEMENT

This Agreement made and entered into for the period July 1, 1994 through June 30, 1997 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 Supervisors Chapter, Local 1518, Council 25 American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union".

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

### PURPOSE AND INTENT

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 service to the best interests of all concerned.

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 1 RECOGNITION

The Union is hereby recognized as the exclusive representative of all Sergeants, Lieutenants and Captains of the St. Clair County Sheriff Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions for the term of this Agreement.

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

### ARTICLE 2 MANAGEMENT RESPONSIBILITY

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 3  
CONTRACT SERVICES

SECTION 1

Due to the high cost of maintaining and operating the Sheriff 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.

SECTION 2

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

SECTION 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.

SECTION 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 4  
UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective, and who are or become members of the union, shall be required as a condition of continued employment, to continue membership or pay a service fee to the union, for the duration of the 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 to pay a service fee to the union for the duration of this Agreement on or before the thirtieth (30th) calendar day following such effective date.

SECTION 3

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become a member of the union or to pay a service fee to the union for the duration of this Agreement on or before the ninetieth (90th) calendar day following the beginning of their employment in the bargaining unit.

SECTION 4

An employee who shall tender through payroll deduction the periodic dues or service fee uniformly required shall be deemed to meet the qualifications of this Article. The amount of dues and/or service fee shall be determined from time to time by the union as necessary for negotiations, grievance processing and administration of this Agreement.

SECTION 5

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 5  
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 one (1) steward and/or a chapter chairperson.

## SECTION 2

Employees covered by this Agreement shall be represented by a bargaining committee selected by the union, and the Employer agrees to pay no more than one (1) member of the union's bargaining committee their regular pay and benefits during regularly scheduled hours of work. Meetings shall be mutually agreed in advance by the parties, nothing shall prohibit the representatives from meeting during regularly scheduled day shift hours.

## 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 Director in writing of names, classifications, and departments of all local representatives of the union. Members of the unit who are not officially identified as union representatives shall not be recognized or permitted to represent the interest of other members of the union to the Employer. Changes in union representation shall be made, in writing, to the Personnel Director in prompt fashion.

## ARTICLE 6 GRIEVANCE PROCEDURE

### 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, as defined in step 3.F., 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.

- C. If, in the judgement of the union, a grievance affects a group or class of employees, the union shall discuss the grievance with the Sheriff or designated representative. The union shall advise the Sheriff or designated representative that the discussion is the first step of the grievance procedure or the grievance will be considered improper and not subject to advancement through the grievance procedure. The grievance must be discussed within fifteen (15) working days of the occurrence of the facts on which the grievance is based. Be it provided, that the union 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.

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 within five (5) working days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within ten (10) working days as defined in step 3.F. with the designated union representatives and the Sheriff or his designated representative for the purpose of attempting to settle the grievance at the department level.

STEP 3

- A. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Office within seven working days after completion of Step 2 as defined in Step 3.f.
- B. Such notice shall contain a request by the Union that a hearing be held within two 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 or more representatives and the union may be represented by its local union representative theretofore designated as Grievance Representatives and such other union representatives it wishes to have present.



- D. The designated negotiating representative of the Employer shall deliver the opinion of the Employer, relative to the grievance to the union, in writing within two working days as defined in step 3.F. 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.
- G. Grievances 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 Employer 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.

#### 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 of the union's intention to pursue arbitration or the matter will be untimely.
- B. The union shall request arbitration through the American Arbitration Association 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 Career Change and Advancement.
- 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 7

### DUES AND PAYROLL DEDUCTIONS

#### SECTION 1

##### Payment by Check Off:

- A. Employee shall tender monthly membership dues, or if not a member of the union, an equivalent amount, by signing the authorization for check off of dues form.

##### Check Off Forms

- B. During the life of this Agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth, the Employer agrees to deduct such regular monthly dues in an amount levied in an amount levied in accordance with the constitution and by-laws of the union from the pay of each employee who executes or has executed the following authorization for check off of dues form:

I hereby request and authorize you to deduct from my earnings, from my pay periods each month, an amount established by the American Federation of State, County, and Municipal Employees, Local 1518 Councils. The amount deducted shall be paid to the designated financial officer of the local union."



## SECTION 2

Employees who transfer into or are promoted within the unit from other classifications within the Department shall be considered probationary employees for the first one hundred and twenty (120) days of performance in the new classification. Unsatisfactory performance during the probationary period shall result in transfer back to the former position.

## SECTION 3

Seniority within the bargaining unit shall be determined on the following basis and in the order of priority as provided herein:

- a. Date of promotion or employment to the rank, which is classification seniority.
- b. Length of service with the department in their prior rank.
- c. Date of hire into the department.
- d. Relative score on the examination for the rank.

## SECTION 4

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

## SECTION 5

When employees acquire seniority, their names shall be placed on the seniority list.

## SECTION 6

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

## SECTION 7

The employee's last date of hire into the department shall be used for computation of benefits under this Agreement.

## ARTICLE 9 LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- A. Quits. (Provided, however, that the parties hereto recognize the "so-called" Grandfather Clause, respecting employees employed in the department on June 13, 1967, giving to said employees cumulative seniority for the period of their actual employment.)
- 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 that 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 that they have lost seniority. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) days following mailing of notice of discharge as herein provided.
- D. The employee does not return to work when recalled from lay-off, as set forth in the procedure.
- E. Retirement.

ARTICLE 10  
DISCHARGE AND DISCIPLINE

SECTION 1

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the local designated representative of the union of the discharge or discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

SECTION 2

Should the discharge 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.

### 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 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 11 WORKING HOURS

### SECTION 1

Work schedules shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

### SECTION 2

The Sheriff shall determine the starting time of all regular shifts. A regular shift shall constitute eight (8) or twelve (12) consecutive hours, excluding overtime, unless otherwise mutually agreed. The Sheriff shall determine the eight (8) or twelve (12) hour shift assignment of an Officer.

### SECTION 3

The schedule shall be for a one month period providing for the approximation of an average of one hundred and sixty (160) 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.

### SECTION 4

If employees are called into work outside their regular shift, they shall be compensated at time and one half not less than three hours when either court or other than court related.

### SECTION 5

Thirty (30) minutes shall be allotted for lunch to be taken during the tour of duty as opportunity permits. Employees will be on call during such lunch period.

### SECTION 6

An employee shall be entitled to select the shift schedule rotation affecting days off. The selection shall be made on an annual basis in February at a time determined by the Sheriff. The Sheriff shall determine the specific work assignment of each bargaining unit member.

ARTICLE 12  
LAYOFF

SECTION 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.

SECTION 2

In the event a layoff becomes necessary, the County shall follow this procedure:

- A. Probationary employees in the affected classifications shall be laid off first.
- B. Employee(s) shall be subject to layoff by classification seniority first and then by departmental seniority. The employee(s) with the least classification seniority shall be laid off first and then by least departmental seniority and then by relative score on the examination.
- C. 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 five (5) year (maximum) step of the subordinate classification.
- D. Employee(s) who have not previously held a subordinate classification within the bargaining unit shall be entitled to displace the least senior employee in an immediately subordinate classification provided the employee has superior Departmental seniority. A displaced employee shall have the right to displace an employee in a subordinate classification. In the event the employee does not have sufficient departmental seniority to displace an immediately subordinate employee, the least senior employee in the next lower subordinate classification may be displaced providing the laid off employee has superior departmental seniority.
- E. In no event shall an employee displace an employee in a higher paying classification.

### SECTION 3

Employee(s) who elect not to accept a subordinate classification to which their classification or departmental seniority enables 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.

### SECTION 4

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.

### SECTION 5

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.

### SECTION 6

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 their Classification-departmental/County-wide 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 conduct and standards or ability to perform the work does not meet that required of a law enforcement professional.



ARTICLE 13  
POLICE OFFICERS' BILL OF RIGHTS

SECTION 1

It is recognized that the citizen's 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, that the Constitutional Rights of those individuals involved shall be preserved.

SECTION 2

Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding 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:

- A. Members under investigation shall be informed of the specific nature of the investigation 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 investigation shall have twenty-four (24) hours to do so.
- B. Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.
- C. The member under questioning shall not be subject to abusive language. No promise of reward shall be made or 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.
- D. If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.
- E. If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of the questioning.

### SECTION 3

No member of the bargaining unit shall be required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

### SECTION 4

No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or federal grand jury at which he presented testimony under oath and has been sworn to secrecy.

### SECTION 5

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 or state laws if such activity adversely reflects on the department).

## ARTICLE 14 EMPLOYEE RECORDS REVIEW

### SECTION 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.

### SECTION 2

The employee may inquire into disciplinary action 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.

### SECTION 3

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

### SECTION 4

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three 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 15  
EQUIPMENT CARE AND USAGE

SECTION 1

Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the officer assigned to use the equipment and consequently to the community. Therefore, the following is provided:

- A. An inspection of the vehicle shall be made prior to commencement of the tour of duty by the officer(s) assigned to the vehicle.
- B. In the event of an emergency prohibiting a vehicle inspection, the officer(s) shall notify the shift commander during that shift of the inopportunity for inspection and shall receive instructions for same. The officer(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 vehicles.

SECTION 2

The Employer shall, at its own expense, maintain and replace equipment and vehicles affected by normal use and age.

SECTION 3

Equipment assigned to an employee lost, damaged, or stolen through negligence may be cause for disciplinary action to officer(s) who were responsible for the equipment.

SECTION 4

The officer(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.

SECTION 5

Officer(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 check off form.

#### SECTION 6

Employees not properly trained in use of any of said equipment, shall be held blameless unless, neglect or abuse of said equipment is substantiated and damage was a result of said neglect or abuse by employee.

### ARTICLE 16 MAINTENANCE OF PROFESSIONAL STANDARDS

#### SECTION 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 straight time pay. The employee shall also be granted equal vacation credit provided that the instruction time for four (4) or less hours shall be credited as one-half (1/2) day and that more than four (4) hours shall be credited as one (1) day.
- 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.

#### SECTION 2

The cost of such specialized training, retraining, or education when ordered by the Employer shall be at the expense of the Employer.

#### SECTION 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 17  
CAREER CHANGE AND ADVANCEMENT

SECTION 1

A career advancement or promotion shall mean a change in classification resulting in an increase in responsibility or increase in wages.

SECTION 2

Notice of vacancies which would constitute an 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.

SECTION 3

Members of the bargaining unit who compete for a promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment shall be made utilizing the following method of accreditation:

50% written examination  
30% oral interview  
20% 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 oral board shall be comprised of three interviewers, one (1) selected by the Sheriff, one (1) selected by the union, and one (1) selected by mutual agreement of the Sheriff and the union. Members of the oral board must have a law enforcement background. This oral board shall be used for Lieutenant and Sergeant positions. For the positions of Captain, the Sheriff shall have exclusive authority to determine the oral board provided, however, the Sheriff shall comply with state and federal regulations which apply in determining questions and scoring of the oral interviews.
- C. The 20% department seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of twenty percent (20%).

#### SECTION 4

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) 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.

#### SECTION 5

Employees who transfer back to a rank or classification within the P.O.A.M.-St. Clair County Sheriff Department Employees will retain their departmental seniority with the following limitations:

- a. If transfer is within six (6) months of the date of entering the P.O.A.M. Unit, the employee shall revert to the rank and/or classification held immediately prior to entering the unit.
- b. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering the P.O.A.M. Unit.
- c. Employees who transfer into the P.O.A.M. for any other reason shall be limited to the classification and compensation of Deputy.

#### SECTION 6

Temporary assignments may be made for periods not to exceed one hundred and eighty (180) calendar days, unless otherwise mutually agreed by the parties. Employees who are transferred shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

#### SECTION 7

Candidates for Captain shall have at least one (1) year of active service in the rank and duties of Lieutenant to be eligible to compete for the position. Candidates for Lieutenant shall have at least one (1) year of active service in the rank and duties of Sergeant to be eligible to compete for the position. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally provided each candidate shall have

at least five (5) years of recent law enforcement experience.

#### SECTION 8

Records of disciplinary action of more than three (3) years shall not be considered for promotional purposes.

### ARTICLE 18 OVERTIME

#### SECTION 1

Overtime shall be paid at a rate of time and one-half 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. Be it provided that overtime does not compound by this definition of the day and week. As well, overtime shall be paid for court time required when the employee is scheduled off-duty, providing such court time arises out of departmental business.

#### SECTION 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.

#### SECTION 3

The Employer shall have the right to compel overtime among the least senior employees qualified for required work within a classification upon meeting the qualifications established in Section 2 of this Article. Be it provided the Sheriff will make a reasonable effort based upon the circumstances to compel overtime to a maximum of eight (8) hours in a calendar week excluding the right to compel overtime as described in Section 6 of this Article. It is understood that due to the necessity to schedule employees around the clock it may be necessary to compel more than eight (8) hours of overtime in a calendar week.

#### SECTION 4

The Employer shall determine the need for and schedule all overtime.

SECTION 5

Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half.

SECTION 6

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 circumstance permit.

ARTICLE 19  
LEAVE OF ABSENCE

SECTION 1

Leaves 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), and
- b. Prolonged illness of spouse or child.

Such leave may be continued for like cause by consent of the Employer. Be it provided, however, that the period of such leave or continuation thereof shall be consistent with meeting the operating needs of the department in accordance with applicable law.

SECTION 2

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

SECTION 3

Leaves 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, and
- b. Educational purposes when job related.

Such leave may be continued for like cause by consent of the Employer. Be it provided, however, that any such leave or continuation thereof shall be consistent with meeting the operating needs of the department in accordance with applicable law.



#### SECTION 4

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 is the limitation or as may be otherwise provided by law.

#### SECTION 5

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 physician shall be furnished at reasonable intervals as determined by the Employer evidencing the inability of the employee to return to their duties.

#### SECTION 6

The Employer may require the employee on leave to submit to an examination by a physician chosen by the Employer, provided the charges of the physician are paid by the Employer.

#### SECTION 7

The requirements of Sections 5 and 6 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 not unreasonably withheld.

#### SECTION 8

Members who may be elected to attend the International Convention, Council Convention, or educational conferences, shall be granted a leave of absence to attend such conferences or conventions. Under no circumstances shall the total amount of leave time for all members for Union activity exceed an accumulated total of fourteen (14) days per year. A maximum of one (1) union member may attend such convention or conference at any one time. Such leave shall be without pay.

### ARTICLE 20 INJURY LEAVE WITH PAY

#### SECTION 1

Any illness or injury to an employee arising out of the performance of their duty 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 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.

## SECTION 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.

## SECTION 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 (1) sick day for each four (4) work days of disability.

## ARTICLE 21 VETERANS

The parties hereby agree to comply with all federal and state laws which provide for the rights of members and veterans of the armed forces including Reserves and National Guard.

## ARTICLE 22 UNION BULLETIN BOARD

The union may use a bulletin board which shall be located in the supervisor's locker room for the purpose of posting notices of the following activities:

- a. Notices of union recreational and social events,
- b. Notice of union elections,
- c. Notices of results of union elections, and
- d. Notices of union meetings.

## ARTICLE 23 PAYMENT OF BACK CLAIMS

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 24  
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 employee shall contribute five percent (5%) of their total wages as on a bi-weekly payroll deduction. The County shall contribute the remaining contribution determined necessary.

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 (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%).

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

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.

SECTION 7

An employee who suffers a non-duty related permanent total disability shall be entitled to a pension provided the employee has at least ten (10) years of service. The beneficiary of an employee whose death is due to a non-duty related disability shall be entitled to a pension if vested in the plan. Employees who were hired on or before March 25, 1992 shall be eligible for health care, the cost of which shall be borne by the plan. Employees hired after the date of ratification shall be ineligible for health care except as may be provided by applicable law such as C.O.B.R.A.

SECTION 8

An employee shall be eligible for early retirement with twenty-five (25) or more years of continuous full time employment in the Sheriff Department.

ARTICLE 25

PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

SECTION 1

Each certified police officer with five (5) years continuous service having earned 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.

SECTION 2

Each certified police officer with five (5) years continuous

service having earned a Bachelor's 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.

### SECTION 3

The provisions of Sections 1 and 2 are not intended to be cumulative. In the event an eligible certified police officer possesses both an Associate's and a Bachelor's Degree, the officer shall receive premium pay for the Bachelor's Degree only.

## ARTICLE 26 SHIFT PREMIUM

### SECTION 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 PM but not on or after 10:00 PM, herein referred to as the afternoon shift.

### SECTION 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 PM but not on or after 6:00 AM, herein referred to as the night shift.

## ARTICLE 27 UNIFORM CLEANING ALLOWANCE

### SECTION 1

Full time employees required to wear a uniform will be provided a four hundred dollar (\$400.00) annual cleaning allowance. The uniform shall be provided by the Sheriff. The allowance shall be paid in four equal installments of one hundred dollars (\$100.00) in the months of March, June, September and December.

### SECTION 2

All uniforms shall become the property of the Sheriff's Department upon the employee's termination of employment. An employee who fails to return all uniforms shall be required to reimburse the County for the original cost of the uniform.

### SECTION 3

Full time employees who are not required to wear a uniform shall be entitled to five hundred dollars (\$500.00) annually as a clothing/cleaning allowance. The allowance shall be paid in four equal installments of one hundred and twenty-five (\$125.00) in the months of March, June, September and December.

#### SECTION 4

The Sheriff shall provide each employee with a uniform. The Sheriff shall determine what constitutes a uniform and sufficient uniform parts. For the term of this Agreement, unless the Sheriff provides written notice to the contrary, the following parts and equipment are to be provided to all supervisors:

- a. 3 short sleeve uniform shirts with patches
- b. 3 long sleeve uniform shirts with patches
- c. 3 pair uniform slacks
- d. 1 set of collar brass
- e. 2 name tags
- f. 1 whistle chain
- g. 1 black basket weave belt
- h. 3 uniform ties
- i. 1 tie tack
- j. 1 pair black leather, plain toe, tie shoes  
(County will pay up to \$75.00)
- k. brass or patches that signify rank
- l. 1 white long sleeve dress shirt with patches
- m. 1 white short sleeve dress shirt with patches
- n. Garrison hat
- o. 1 winter jacket with patches
- p. 1 spring/fall jacket with patches
- q. 1 Garrison belt with 4 keepers (basket weave)
- r. cartridge case
- s. 1 holster (basket weave)
- t. 1 pair of handcuffs
- u. 1 handcuff case (basket weave)
- v. 1 raincoat/rainhat cover
- w. badges/hat

#### ARTICLE 28 UNIFORM REPLACEMENT

The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

Request for replacement or repair shall be made on appropriate departmental form indicating the item damaged or destroyed, the cause, the original cost of the item and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE 29  
HEALTH CARE, LIFE, AND DENTAL INSURANCE

SECTION 1

Each full time employee shall be eligible to participate in the following comprehensive hospitalization and health care plan with the following riders:

Hospital Deductible \$250/Dependent - \$150/Employee  
D45NM - TB and Nervous and Mental Expense Benefits  
SAT 2 - Substance Abuse Programs  
Medicare 2-1 - Medicare Complementary Coverage  
FC - Dependent Eligibility (Family Continuation)  
SD - Sponsored Dependent  
COB - Coordination of Benefits  
\$5.00 Co-Pay - Prescription Drug Rider  
Master Medical Option 1  
Predetermination  
Casemanagement  
Auto Accident Exclusion  
FAC - RC - Emergency Room Rider  
VCA - 80 - Optical Plan

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs.
- B. Employees hired prior to July 1, 1985 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost.
- C. Employees hired prior to July 1, 1985 and with dependents enrolled prior to July 1, 1985 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, 1985 shall be subject to the provisions of 29.1:B.
- D. The County shall have authority to select any plan provider, provided such coverage is equivalent or better.
- E. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).
- F. Employees who are eligible for health plan coverage but who choose not to participate shall be entitled to compensation in lieu of benefits. The compensation will be paid in accordance with the annual amounts following:

\$1350 - Family Subscriber  
\$1100 - 2 Person Subscriber  
\$ 650 - 1 Person Subscriber

SECTION 2

The Employer will provide a group life insurance plan for qualified insurable employees issued by a company of the Employer's choice whereby the life of each employee will be insured for \$40,000.

SECTION 3

The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing at full cost to the County. Such coverage shall include Class III Orthodontia benefits with a \$1,500.00 life time maximum per individual.

SECTION 4

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 5

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.

ARTICLE 30  
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired before November 1, 1995 by providing service recognition in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
5 - 9	\$ 800
10 - 14	\$1600
15 - 19	\$2400
20 - 24	\$3200
25+	\$4000

The Employer shall recognize years of continuous full time service of employees hired on or after November 1, 1995 by providing service recognition in accordance with the following schedule:



<u>Years of Service</u>	<u>Amount</u>
5 - 9	\$ 350
10 - 14	\$ 700
15 - 19	\$1050
20+	\$1400

SECTION 2

Employees who satisfy the requirements of the appropriate above schedule shall be paid a single lump sum payment the first full pay period following their anniversary date of full time hire.

SECTION 3

Credit shall be given retroactively for continuous employment years of services by employees existent as of June 13, 1967.

SECTION 4

Continuous employment for the purpose 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 they return.

SECTION 5

Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement and etc.

ARTICLE 31  
SICK DAYS AND DISABILITY

SECTION 1

Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by these policies. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

SECTION 2

Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

SECTION 3

An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness 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 shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

#### SECTION 4

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

#### SECTION 5

An employee who 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 placed on "proof required status" provided a questionable attendance is in evidence. 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 (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

#### SECTION 6

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

#### SECTION 7

An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of 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.

#### SECTION 8

The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During

the period that the 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.

#### SECTION 9

The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

#### SECTION 10

Commencing the one hundred and eighty-first (181st) calendar day 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.

#### SECTION 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.

#### SECTION 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.

#### SECTION 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.

SECTION 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 19 - Leave of Absence.

SECTION 15

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

SECTION 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%

SECTION 17

Upon retirement or death, each employee or beneficiary shall be entitled to receive compensation for seventy-five percent (75%) of the total number of sick days accrued.

SECTION 18

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 32  
VACATIONS

SECTION 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

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 not be entitled to forward more than ten (10) days of vacation credit not including credit gained from holidays. If the Employer is unable to grant vacation for whatever reason the ten (10) day limitation shall not apply.

SECTION 5

The Employer shall make every effort to grant at least two (2) members vacations in any one classification at any given time. If, in the opinion of the Sheriff, emergency situations require changes the number of members vacations may be reduced to one (1) at any given time. If conditions permit, additional employees may be allowed off on vacation at any given period at the discretion of the Sheriff.

SECTION 6

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-eight (28) consecutive days.

SECTION 7

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 33  
HOLIDAYS

SECTION 1

All full time employees are entitled to the Michigan Supreme Court Holiday Schedule with pay as follows:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday in February
Memorial Day	Last Monday in 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 Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

SECTION 2

Employees required to work a holiday shall be paid at the rate of time and a half their hourly rate. The employee shall also be credited with a half or whole vacation, whichever may apply.

SECTION 3

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

SECTION 4

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

SECTION 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.

SECTION 6

To be eligible for the 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.

ARTICLE 34  
WAGES

Effective July 1, 1994

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	38,360	39,894	41,489	43,098	44,766	46,512
Lieutenant	39,776	41,367	43,020	44,709	46,456	48,288
Captain	41,463	43,121	44,843	46,626	48,464	50,929

Effective July 1, 1995

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	39,511	41,091	42,734	44,391	46,109	47,907
Lieutenant	40,969	42,608	44,311	46,050	47,850	49,737
Captain	42,707	44,415	46,188	48,025	49,918	51,909

Effective July 1, 1996

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Sergeant	40,499	42,118	43,802	45,501	47,262	49,105
Lieutenant	41,993	43,673	45,419	47,201	49,046	50,980
Captain	43,775	45,525	47,343	49,226	51,166	53,207



ARTICLE 35  
TERM OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1994 and shall continue in operation and effect through June 30, 1997. If either party hereto desires to terminate, modify or amend this Agreement it shall, at least ninety (90) days prior to June 30, 1997 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 July 1, 1997, subject to termination or modification, thereafter by either party upon ten (10) days written notice.

Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidate 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 \_\_\_\_\_.

SHERIFF DEPARTMENT  
SUPERVISORS  
AFSCME, AFL-CIO

THE COUNTY OF  
ST. CLAIR, MICHIGAN

\_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_

\_\_\_\_\_  
County Clerk/Register

\_\_\_\_\_

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SHSU1994.CON

RESOLUTION 96-9

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

WHEREAS, the Prosecuting Attorney Employees Association 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.

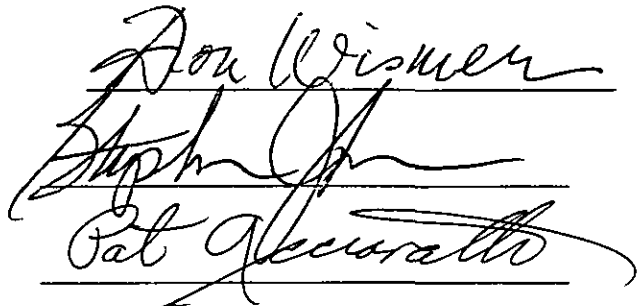
NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A"), for the period July 1, 1994 through June 30, 1997, is hereby approved and adopted.

DATED: April 10, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



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, 1994

THROUGH

JUNE 30, 1997

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
-	AGREEMENT	1
1	RECOGNITION	1
2	ASSOCIATION REPRESENTATION	1
3	MANAGEMENT RIGHTS	2
4	GRIEVANCE PROCEDURE	3
5	DISCHARGE AND SUSPENSION	5
6	LAYOFF AND RECALL	6
7	RATES FOR NEW JOBS	6
8	VETERANS	7
9	LEAVES OF ABSENCE	7
10	WORKING HOURS	8
11	PROFESSIONAL LIABILITY	9
12	SICK DAYS AND DISABILITY	9
13	BEREAVEMENT LEAVE	11
14	JURY DUTY	11
15	INJURY LEAVE (Worker's Compensation)	12
16	VACATIONS	12
17	HOLIDAYS	13
18	HEALTH AND DENTAL CARE AND LIFE AND DISABILITY INSURANCE	14
19	ACT OF GOD	18
20	MILEAGE ALLOWANCE	18
21	RETIREMENT	18
22	WAGES	20
23	TERMINATION OF AGREEMENT	23

TOPICAL INDEX

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
19	ACT OF GOD	18
-	AGREEMENT	1
2	ASSOCIATION REPRESENTATION	1
13	BEREAVEMENT LEAVE	11
5	DISCHARGE AND SUSPENSION	5
4	GRIEVANCE PROCEDURE	3
18	HEALTH AND DENTAL CARE AND LIFE AND DISABILITY INSURANCE	14
17	HOLIDAYS	13
15	INJURY LEAVE (Worker's Compensation)	12
14	JURY DUTY	11
6	LAYOFF AND RECALL	6
9	LEAVES OF ABSENCE	7
3	MANAGEMENT RIGHTS	2
20	MILEAGE ALLOWANCE	18
11	PROFESSIONAL LIABILITY	9
7	RATES FOR NEW JOBS	6
1	RECOGNITION	1
21	RETIREMENT	18
12	SICK DAYS AND DISABILITY	9
23	TERMINATION OF AGREEMENT	23
16	VACATIONS	12
8	VETERANS	7
22	WAGES	20
10	WORKING HOURS	8

## AGREEMENT

This Agreement is entered into on July 1, 1994 between the St. Clair County Board of Commissioners (hereinafter "the County"), the St. Clair County Prosecuting Attorney (hereinafter "the Prosecutor") or collectively as the Co-Employer" and the Association of Professional Employees of the St. Clair County Prosecuting Attorney (hereinafter "the Association"). The headings used in this Agreement are for reference only.

### ARTICLE 1 RECOGNITION

1.1: The Association is recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours, terms and conditions of employment for all Assistant Prosecutors and Investigators, excluding the Chief Assistant.

### 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 Director, 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.
- 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  
DISCHARGE AND SUSPENSION

5.1: 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.

5.2: 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 6 LAYOFF & RECALL

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

6.2: 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.

6.3: 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.

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

6.5: 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 7 RATES FOR NEW JOBS

7.1: The Prosecuting Attorney and/or County 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.

7.2: 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.

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

#### ARTICLE 8 VETERANS

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

8.2: 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 9 LEAVES OF ABSENCE

9.1: 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.

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

9.3: Leaves of absence for reasonable periods, not to exceed

one (1) year, may be granted within the discretion of the Prosecuting Attorney for educational purposes consistent with meeting the operating needs of the Department.

9.4: 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.

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

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

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

9.8: 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.

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

9.10: 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 10 WORKING HOURS

10.1: 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.

10.2: 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 fifty dollars (\$150.00). Compensatory time shall be taken within one (1) year from the date it is earned or it shall be forfeited. The Prosecuting Attorney shall have authority to approve all trades among employees. Trades shall be compensated at the rate of three hundred dollars (\$300.00).

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

10.4: 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 11 PROFESSIONAL LIABILITY

11.1: 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.

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

#### ARTICLE 12 SICK DAYS AND DISABILITY

12.1: 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 9 - Leave of Absence.

12.2: 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 12.13.

12.3: 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.

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

12.5: 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.

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

12.7: 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.

12.8: 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.

12.9: 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.

12.10: 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.

12.11: 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.

12.12: Employees covered by this Agreement shall be eligible to elect optional, extended disability coverage as provided for in Article 18, subsection 18.6.

12.13: 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.

12.14: 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 13  
BEREAVEMENT LEAVE

13.1: 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 14  
JURY DUTY

14.1: An employee who is called to perform jury duty shall inform the Prosecuting Attorney or Chief Assistant Prosecuting Attorney immediately.

14.2: 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 County.

14.3: Time spent on jury duty shall not be deducted from sick



days or vacation days, nor adversely affect any fringe benefits.

14.4: Any reimbursements (by way of example: mileage, lodging, and other 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 15  
INJURY LEAVE  
(Worker's Compensation)

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

15.2: 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.

15.3: The supplemental compensation shall be deducted from the employee's accrued sick days and/or disability insurance compensation but in no case exceed the employee's accrued sick days.

15.4: 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 or disability insurance compensation.

15.5: 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, until eligible for disability insurance compensation.

15.6: The employee who elects to supplement Worker's Compensation shall have one (1) sick day deducted from their accrual for each three (3) days of compensable absence.

ARTICLE 16  
VACATIONS

16.1: All full time employees shall be entitled to vacations as determined by the Prosecuting Attorney according to the following schedule:

<u>Years of Service</u>	<u>Option #1</u>	<u>Option #2</u>	<u>Full Time Employees Days</u>
6 Months	5	0	5
1	5	5	5
2	10	5	10
3	12	10	14
4	12	10	15
5 - 6	15	17	17
7 - 9	15	17	18
10 - 11	17	20	19
12 - 14	17	20	20
15 - 19	20	23	21
20 - 24	22	25	
25+	25	28	

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

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

16.4: Vacation days must have the prior approval of the Prosecuting Attorney to be used. Approval shall be contingent upon meeting the operational needs of the Prosecuting Attorney but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

16.5: The Prosecuting Attorney 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. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Prosecuting Attorney.

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

16.7: 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, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

#### ARTICLE 17 HOLIDAYS

17.1: 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  
Christmas Day  
New Year's Eve

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.

17.2: 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.

17.3: 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.

17.4: 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.

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

#### ARTICLE 18

#### HEALTH AND DENTAL CARE AND LIFE AND DISABILITY INSURANCE

18.1: 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 1  
Precertification  
Casemanagement  
FAE - RC - Emergency Room Rider  
VCA- 80 - Optical Plan  
RPS - Routine Pap Smear  
PA - M - Prosthesis  
RM - Routine Mammogram

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. The employee shall be required to pay twenty-five (25%) of future premium cost increases.
- e. Employee premium cost shall be paid by way of payroll deduction.

18.2: 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.

18.3: 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.

18.4: Full time regular employees shall be eligible for the core life insurance of \$50,000 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.

18.5: 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.

18.6: In order to acquire and maintain any of the benefits provided by Article 18, 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.

18.7: 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.

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

ARTICLE 19  
ACT OF GOD

19.1: 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.

19.2: 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 20  
MILEAGE ALLOWANCE

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

ARTICLE 21  
RETIREMENT

21.1: 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.

21.2: 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.

21.3: 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.

21.4: 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%).

21.5: 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.



ARTICLE 22

WAGES

JULY 1, 1994 - 3%

**ASSISTANT PROSECUTING ATTORNEY**

<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>
\$35,008	36,459	37,943	39,503	41,478	43,164	45,164
<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>	<u>11 YEAR</u>	<u>12 YEAR</u>	<u>13 YEAR</u>
47,255	48,517	50,469	52,522	54,913	57,414	59,852
<u>14 YEAR</u>	<u>15 YEAR</u>					
62,397	65,040					

**INVESTIGATOR**

<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
\$35,807	37,847	37,991	39,406	40,890	42,933

ARTICLE 22

WAGES

JULY 1, 1995 - 2.5%

**ASSISTANT PROSECUTING ATTORNEY**

<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>
\$35,883	37,370	38,892	40,491	42,515	44,243	46,293
<u>7 YEAR</u>	<u>8 YEAR</u>	<u>9 YEAR</u>	<u>10 YEAR</u>	<u>11 YEAR</u>	<u>12 YEAR</u>	<u>13 YEAR</u>
48,436	49,730	51,731	53,835	56,286	58,849	61,348
<u>14 YEAR</u>	<u>15 YEAR</u>					
63,957	66,666					

**INVESTIGATOR**

<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
\$36,702	38,793	38,941	40,391	41,912	44,006

RESOLUTION 96-8

APPROVING APPLICATION TO THE DEPARTMENT OF NATURAL  
RESOURCES FOR FUNDS TO ACQUIRE 9.82 MILES OF ABANDONED  
CSX RAILROAD RIGHT OF WAY FROM WADHAMS TO AVOCA FOR USE  
AS A NON-MOTORIZED RECREATIONAL TRAIL

WHEREAS, the County will make application to the Michigan Department of Natural Resources for funds to acquire 9.82 miles of abandoned CSX Railroad right of way; and

WHEREAS, the right of way will be used as a non-motorized recreational trail; and

WHEREAS, the 1995 St. Clair County Citizen Recreation Survey indicated that 88% of the respondents thought that the creation of a County trails network was either very important or important; and

WHEREAS, the County's recreation plan identified the acquisitions and developments of the Wadhams to Avoca rail trail as a short term goal; and

WHEREAS, the citizens of St. Clair County approved a special millage to fund County Parks and Recreation properties, facilities and programs; and

WHEREAS, the St. Clair County Parks and Recreation Commission has adopted resolution 96.001 requesting County Board approval of the grant application; and

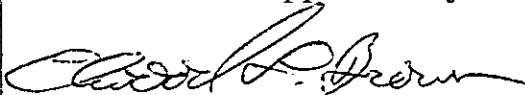
WHEREAS, the County has conducted a public hearing on this matter as required by the Michigan Department of Natural Resources.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Commissioners of St. Clair County does hereby authorize and grant its support for the application by St. Clair County to the Michigan Department of Natural Resources to obtain grant funds for acquisition of 9.82 miles of abandoned CSX Railroad right of way from Wadhams Road to Avoca.

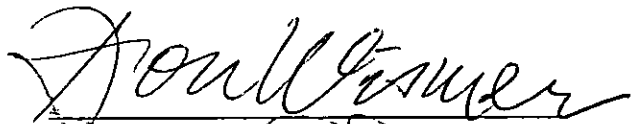
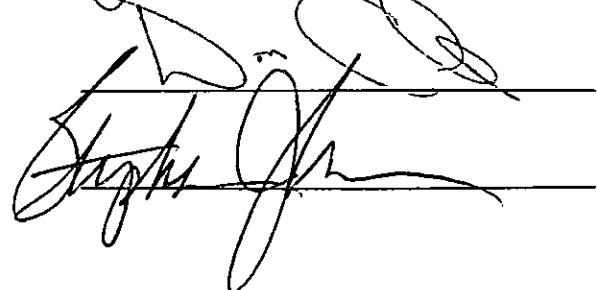
BE IT FURTHER RESOLVED, that the County, through authority of its Board of Commissioners, does hereby commit County Parks and Recreation millage funds to provide the necessary local matching funds upon award of a grant as well as providing maintenance for the project once constructed.

DATED: March 27, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-7

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 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.


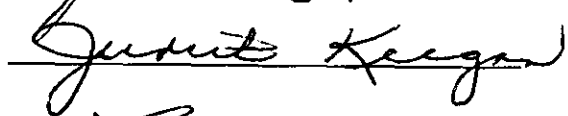
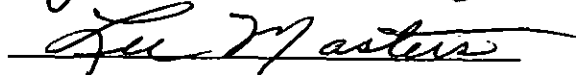
NOW, THEREFORE BE IT RESOLVED THAT:

1. The St. Clair County Board of Commissioners does hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Department of Social Services.
2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: February 28, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT  
SECTION IV - BUDGET

A. CONTRACT DESCRIPTION

COUNTY St. Clair  
PROVIDER X PA  
FUNDING YEAR 1996

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
B. ALLOCATION FACTORS	PROPOSED IV-D BUDGET	PROPOSED IV-D ENFORCEMENT BUDGET	CUSTODY & VISITATION BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
1 FTE POSITIONS	2.71			23.50
2 % OF FTE'S	11.53%			100.00%
3 CASELOAD % (FOC)	0.00%			100.00%
C. BUDGET CATEGORIES	PROPOSED IV-D BUDGET	PROPOSED IV-D ENFORCEMENT BUDGET	CUSTODY & VISITATION BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
1 PERSONNEL	\$106,934			\$1,397,607
2 DATA PROCESSING	\$0			\$0
3 OTHER DIRECT	\$39,381			\$175,608
4 CENTRAL SERVICES	\$17,843			\$154,751
5 PATERNITY TEST	\$4,000			\$4,000
6 TOTAL BUDGET	\$168,158			\$1,731,966
7 SERVICE FEES	\$0			\$0
8 MEDIATION FEES	\$0			\$0
9 OTHER INCOME	\$0			
10 NET BUDGET	\$168,158			\$1,731,966
11 COUNTY SHARE \$	\$41,226			
12 COUNTY SHARE %	24.52%			
13 STATE SHARE \$	\$126,932			
14 STATE SHARE %	75.48%			
15 COUNTY SHARE OF # 5	\$981			
16 TOTAL STATE FUNDING	\$127,913			

**Michigan Department of Social Services**

**COOPERATIVE REIMBURSEMENT CONTRACT APPLICATION**


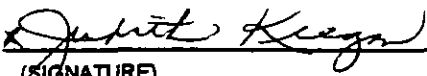
Application is hereby made to the Michigan Department of Social Services for approval of a proposal to provide services in accord with the approved Title IV-D state plan to establish paternity, secure support orders and enforce support orders.

**SECTION I - IDENTIFICATION AND SIGNATURES**

**A. PROGRAM IDENTIFICATION**

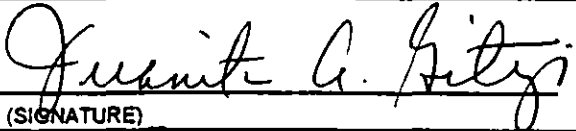

1) LOCATION OF PROGRAM (City, County, Mailing Address) Port Huron, St. Clair County, 301 County Building, Port Huron, MI 48060	
2) PROGRAM PROVIDER (Name, Title - Chief Judge, Friend of the Court or Designee) ELWOOD L. BROWN, St. Clair County Prosecuting Attorney	
3) PROGRAM CONTRACTOR (Name, Title - Board of Commissioners or Designee) St. Clair County Board of Commissioners	
4) TYPE OF APPLICATION <input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> AMENDMENT	5) TYPE OF PROGRAM <input checked="" type="checkbox"/> PROSECUTING ATTORNEY <input type="checkbox"/> FRIEND OF THE COURT <input type="checkbox"/> COMBINED PA AND FOC
5) PROPOSED PROGRAM DATES FROM <u>1/1/96</u> TO <u>12/31/96</u>	

**B. SIGNATURES**

7) PROGRAM PROVIDER (Third Judicial Circuit Friend of Court or Designee)	 _____ (SIGNATURE)	<u>10-24-95</u> (DATE)
8) PROGRAM CONTRACTOR (Chief Justice, MI Supreme Court or Designee)	 _____ (SIGNATURE)	<u>10-25-95</u> (DATE)

Please submit two (2) copies of the application to your Office of Child Support Contract Manager. Retain one copy for your files.

(FOR MDSS USE)

SOCIAL SERVICES BOARD, DSS COUNTY DIRECTOR	 _____ (SIGNATURE)	<u>1/30/96</u> (DATE)
OFFICE OF CHILD SUPPORT CONTRACT MANAGER	 _____ (SIGNATURE)	<u>1-31-96</u> (DATE)

## SECTION II - MANAGEMENT PLAN

- A) **PROGRAM PURPOSE** - The IV-D Child Support Enforcement Program is a federal, state and county cooperative effort to collect child support from parents who are legally obligated to pay. This is accomplished through services provided to establish paternity, locate absent parents, establish child support orders, enforce child support orders and collect child support payments. This application is a proposal for service delivery and resource need projections in support of the program purpose and in accordance with the Title IV-D State Plan for Michigan.
- B) **ACTIVITIES AND RESPONSIBILITIES** - As a provider of Title IV-D services and a sub-recipient of federal financial assistance, the activities and responsibilities reflected in Section II of the agreement will be performed in accordance with the requirements of Title IV-D of the Social Security Act, implementing federal regulations and applicable state statutes.
- C) **COOPERATIVE REIMBURSEMENT SUPERVISOR** - Name, title, mailing address and telephone number of the designated person with responsibility for the cooperative reimbursement goals and operations (FOC or PA) within the program provider's office.

Elwood L. Brown, Prosecuting Attorney  
301 County Building  
Port Huron, MI 48060

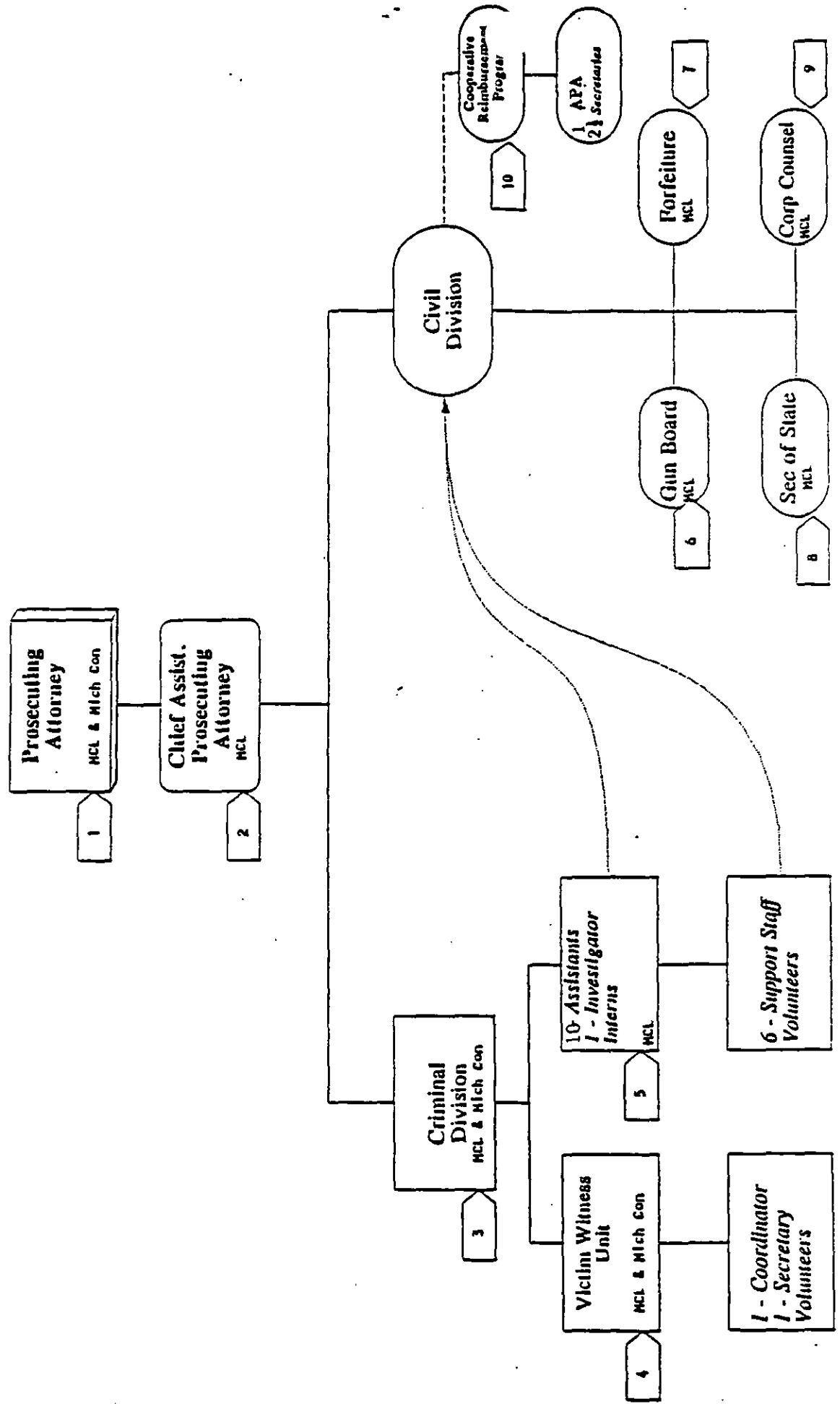
- D) **FINANCIAL OFFICER** - Name, title and mailing address of the official authorized by the Contractor to sign the Title IV-D Cooperative Reimbursement Expenditure Report (DSS-286), certifying that the expenditures reported are accurate and allowable for Title IV-D reimbursement.

Donald E. Dodge, County Administrator/Controller  
201 McMorran Blvd., Room 103  
Port Huron, MI 48060

- E) **ORGANIZATION CHART** - (Attach to application)
- F) **POSITION DESCRIPTIONS** - (On file in the contractor/provider office)  
(New positions, attach descriptions)
- G) **DOCUMENTATION OF JOINT PERSONNEL COSTS** - The methodology to be used as the basis for claiming reimbursement of personnel and other allowable costs related to providing the IV-D services is:

- 1) DAILY TIME LOGS (PA Only)  
 2) CASE LOAD PERCENTAGE (FOC Only)  
 3) TIME ALLOCATION STUDIES (FOC Only)  
 4) MONTHLY CERTIFICATION THAT ALL COSTS CLAIMED PERTAIN TO EMPLOYEES WORKING 100% ON IV-D ACTIVITIES (PA only)

ST. CLAIR COUNTY PROSECUTOR'S OFFICE -- ORGANIZATIONAL CHART





P74

SECTION III - PERFORMANCE INDICATORS  
PROSECUTING ATTORNEY

The following activity levels are projected as indicators of IV-D program performance anticipated during the 1996 contract year with the resources budgeted in Section IV of this application. 1995 projections and actual performance are also indicated.

A. COST BENEFIT INDICATOR PROJECTION:

	<u>1995 PROJECTION</u>	<u>1995 ACTUAL *</u>	<u>1996 PROJECTION</u>
1. Total ADC Collections	450	369	510
2. Total non-ADC IV-D Collections	60	98	40
3. Total IV-D Collections	510	467	550
4. Total Net IV-D Costs	\$168,158.00	\$161,972.00	\$168,158.00
5. Cost Benefit Indicator	305.74	346.84	305.74

\* For actual performance data, use the most recent twelve (12) months available. Information regarding actual performance will come from DSS-285's and DSS-286's.

B. OTHER PERFORMANCE INDICATOR PROJECTIONS:

A. CONTRACT DESCRIPTION

COUNTY St. Clair

PROVIDER X PA

FUNDING YEAR 1996

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
<b>B. ALLOCATION FACTORS</b>	<b>PROPOSED IV-D BUDGET</b>	<b>PROPOSED IV-D ENFORCEMENT BUDGET</b>	<b>CUSTODY &amp; VISITATION BUDGET</b>	<b>PROVIDER'S TOTAL ELIGIBLE BUDGET</b>
1 FTE POSITIONS	2.71			23.50
2 % OF FTE'S	11.53%			100.00%
3 CASELOAD % (FOC)	0.00%			100.00%
<b>C. BUDGET CATEGORIES</b>	<b>PROPOSED IV-D BUDGET</b>	<b>PROPOSED IV-D ENFORCEMENT BUDGET</b>	<b>CUSTODY &amp; VISITATION BUDGET</b>	<b>PROVIDER'S TOTAL ELIGIBLE BUDGET</b>
1 PERSONNEL	\$106,934			\$1,397,607
2 DATA PROCESSING	\$0			\$0
3 OTHER DIRECT	\$39,381			\$175,608
4 CENTRAL SERVICES	\$17,843			\$154,751
5 PATERNITY TEST	\$4,000			\$4,000
6 TOTAL BUDGET	\$168,158			\$1,731,966
7 SERVICE FEES	\$0			\$0
8 MEDIATION FEES	\$0			\$0
9 OTHER INCOME	\$0			
10 NET BUDGET	\$168,158			\$1,731,966
11 COUNTY SHARE \$	\$41,226			
12 COUNTY SHARE %	24.52%			
13 STATE SHARE \$	\$126,932			
14 STATE SHARE %	75.48%			
15 COUNTY SHARE OF # 5	\$981			
16 TOTAL STATE FUNDING	\$127,913			

## SECTION IV - BUDGET PROPOSAL

COUNTY St. Clair

## BUDGET DOCUMENTATION

PROVIDER Prosecuting AttorneyFUNDING YEAR 1996

## PERSONNEL LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable in The IV-D Contract		C. Provider's Eligible Budget (A-B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D x C)
		CSES	Other			
1. Elaine Hofmann	37,128.00				100%	37,128.00
2. Chris Walker	40,615.00				100%	40,615.00
3. Jill Osterman	34,866.00				50%	17,433.00
4. Teresa Novosel	58,789.00				20%	11,758.00
5.						
6.						
7.						
<b>TOTAL</b>	<b>\$171,398.00</b>					<b>\$106,934.00</b>

SUBCONTRACTS:

COMMENTS:

## SECTION IV - BUDGET PROPOSAL

COUNTY St. Clair

## BUDGET DOCUMENTATION

PROVIDER Prosecuting AttorneyFUNDING YEAR 1996

## OTHER DIRECT LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable In The IV-D Contract		C. Provider's Eligible Budget (A-B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D x C)
		CSES	Other			
1. Travel & Ed.	17,900			17,900	7%	\$ 1,176
2. Office Supplies	36,767			36,767	20%	7,170
3. Books	16,000			16,000	12%	1,920
4. Telephone	21,200			21,200	17%	3,500
5. Witness Fees	37,000			37,000	19%	7,030
6. Professional & Contractual	32,200			32,200	28%	9,168
7. Repairs	6,100			6,100	16%	976
8. Postage	8,441			8,441	100%	8,441
<b>TOTAL</b>				<b>\$175,608</b>		<b>\$39,381</b>

SUBCONTRACTS:

COMMENTS:

SECTION IV - BUDGET PROPOSAL

COUNTY St Clair

BUDGET DOCUMENTATION

PROVIDER Prosecuting Attorney

FUNDING YEAR 1996

CENTRAL SERVICES LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable In The IV-D Contract		C. Provider's Eligible Budget (A-B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D x C)
		CSES	Other			
1.	\$154,751			\$154,751	11.53	17,843.00
2.						
3.						
4.						
5.						
6.						
7.						
<b>TOTAL</b>	\$154,751					\$ 17,843.00

SUBCONTRACTS:

COMMENTS:

St. Clair County, Michigan  
Cost Allocation Plan  
Allocated Costs by Department

Central Svc Departments	Probatn 101-151	Election 101-191	Clk-ROD 101-219	Equalitn 101-225	Pros Aty 101-229	Boundry 101-248	Platt Bd 101-249
Deprectn: Bldgs	\$8,433		\$13,979	\$1,972	\$17,178		
Use Chg: Equip	5,711		7,488	1,782	16,887		
Legislt 101-103	149	224	560	340	712		1
Ctrl/Adm 101-223	2,920	868	7,982	3,765	14,179	475	2
Persnnel 101-226	1,677		3,494	1,956	6,037	559	
Stores 101-234			2,968	1,662	5,129		
LandGrap 101-243	4,605		5,671	13,629 <sup>(?)</sup>	2,446		
Treas 101-253	478	720	1,798	1,090	2,289		3
Bldgs 101-265	31,498		40,794	6,389	54,586		
M. Pool 101-296				1,208			
GF Ins 101-865	668	565	8,244	4,958	21,577		1
Ins Fund 251-865							
Data Pro 636-258	6,605		17,026	12,506	6,605		
RetireBD 731-238	311		648	363	1,119	104	
<b>Total Allocated</b>	<b>\$63,055</b>	<b>\$2,377</b>	<b>\$110,652</b>	<b>\$51,620</b>	<b>\$148,744</b>	<b>\$1,138</b>	<b>\$7</b>
Roll Forward	14,459		(1,396)	744	6,007		
<b>Proposed costs</b>	<b>\$77,514</b>	<b>\$2,377</b>	<b>\$109,256</b>	<b>\$52,364</b>	<b>\$154,751</b>	<b>\$1,138</b>	<b>\$7</b>
	✓	✓	✓	✓	✓	N/A	N/A
	GF	GF	GF	GF	GF		

TITLE IV-D REIMBURSEMENT CONTRACT  
SECTION IV - BUDGET PROPOSAL

COUNTY St. Clair

BUDGET DOCUMENTATION

PROVIDER Prosecuting Attorney

FUNDING YEAR 1996

PATERNITY TESTING LINE ITEM WORKSHEET

County Budget Line Items	A. Provider's County Total	B. Costs Unallowable In The IV-D Contract		C. Provider's Eligible Budget (A-B)	D. IV-D Allocation Factor	E. Amount Allocated To IV-D Budget (D x C)
		CSES	Other			
1. Blood - Test drawing fees	1,500.				100%	\$ 1,500.00
2. Inter-State blood tests	1,500				100%	1,500.00
3. Expert Witness fees	1,000				100%	1,000.00
4.						
5.						
6.						
7.						
<b>TOTAL</b>						<b>\$ 4,000.00</b>

SUBCONTRACTS:

COMMENTS:

TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT  
SECTION IV - BUDGET PROPOSAL

BUDGET DOCUMENTATION

COUNTY St. Clair  
PROVIDER Prosecuting Attorney  
FUNDING YEAR 1996

SOURCE OF FUNDING WORKSHEET

1. Total Net IV-D Budget Proposed for 1996 Contract	\$	168,158.00	
2. 66% of Line 1 (FFP Match)	\$	110,984.00	
3. State GF/GP Funding Allocation *	\$	15,948.00	
4. Total of 2 and 3 is State Share of Net IV-D Budget (Enter in BUDGET PROPOSAL, LINE 13)	\$	126,932.00	
5. State Funding Share as a Percent of Net IV-D Budget (Enter in BUDGET PROPOSAL, LINE 14)		75.48	%
6. County Funding Share of Proposed Budget (1 minus 4) (Enter in BUDGET PROPOSAL, LINE 11)	\$	41,226.00	
7. County Funding Share as a Percent of Net IV-D Budget (1.00 less line 5) (Enter in BUDGET PROPOSAL, LINE 12)		24.52	%

\* From the 1996 COOPERATIVE REIMBURSEMENT CONTRACT GF/GP ALLOCATION chart in the instructions, enter the amount for your contract on line 3 above.

NOTE: Round all dollar amounts to the nearest whole number.

NOTE: Round all percentages to the nearest two decimal places; for example,  
.2358513 would be 23.59% and .2358413 would be 23.58%.



**TO ALL PROVIDERS AND CONTRACTORS  
WITH CONTRACTS IN THE  
AMOUNT OF \$100,000 OR MORE**

**NEW RESTRICTIONS ON LOBBYING**

**INSTRUCTIONS**

As a recipient of federal funds under this contract, your agency is required by federal law to sign the attached certification regarding lobbying (Page 1).

Sign this certification after thoroughly reading Appendix A, "New Restrictions on Lobbying", a federal Office of Management and Budget publication. Do not complete Form LLL, "Disclosure of Lobbying Activities" (Appendix B) unless required to do so according to the attached material.

We have provided copies of this certificate for signature by both the provider (FOC or PA) and the contractor (County Board Chair).

Each certification must be signed and returned to the Department before the contract can be fully executed.

Please direct all questions concerning this form to the Office of Federal

Send certifications signed by the provider and the contractor and the contract to:

Department of Social Services  
Office of Child Support  
Suite 1406  
P.O. Box 30037  
Lansing, MI 48909

## CERTIFICATION

(Certification/Reporting Regarding Lobbying)

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds (including payments made by the Department on this contract) will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) I have read the seven page document titled "New Restrictions on Lobbying."

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contract # CS/MED-96-74001 CS/FOC-96-74001 CS/PA-96-74002	
Signature:	_____
Print Name:	_____
Title:	_____
Telephone: (Area Code)	_____ Number _____
Date:	_____

## NEW RESTRICTIONS ON LOBBYING

(a) **Definitions.** As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1)

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and modification of any Federal contract, grant, loan, or cooperative agreement.

"Covered Federal Action" does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian Tribe" and "Tribal Organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in Section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means; with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having government duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(ii) Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(ii) Professional and technical services by own employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, an engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

- (D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification indicating that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of the information reported includes:

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any net under the Federal contract shall file a certification, and a disclosure form, if required, to the next net above.

(5) All disclosure forms, but not certifications, shall be forwarded from net to net until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.



(d) Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties

- (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

(f) Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

BILLING CODE 3110-01-M

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative Agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan Guarantee</p> <p><input type="checkbox"/> f. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/Offer/Application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial Filing</p> <p><input type="checkbox"/> b. Material Change</p> <p>(For Material Change Only):</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime    <input type="checkbox"/> Subawardee    Tier _____ if known</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10 a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>10 b. Individuals Performing Services (including address, if different from 10 a.) (last name, first name, MI):</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____    <input type="checkbox"/> Actual    <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-Time Fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent Fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-Kind; Specify: Nature _____</p> <p>Value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a restatement of facts upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be referred to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>



DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by ONI:  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

RESOLUTION 96-6

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM  
AGREEMENT FOR THE ST. CLAIR COUNTY FRIEND OF THE COURT

WHEREAS, the Michigan Department of Social Services proposed 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.

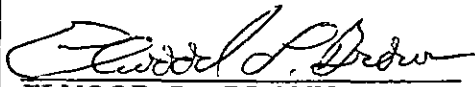
WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made a part hereof, provided that no more than One Million Six Hundred Eighty Nine, One Hundred Thirty Four and no/100 dollars (\$1,689,134) shall be paid from combined County and State funds during the life of this agreement, provided further that Four Hundred Forty Five Thousand, Forty Eight and no/100 dollars (\$445,048) of the above amount is the County's appropriation contributed to Title IV-D Program.

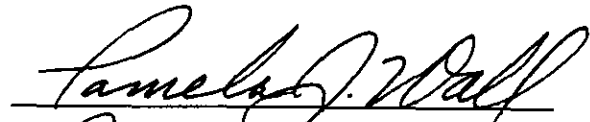


NOW, THEREFORE, BE IT RESOLVED THAT:

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: February 28, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

TITLE D COOPERATIVE REIMBURSEMENT CONTRACT  
BUDGET

F74

A. CONTRACT DESCRIPTION

- 1. COUNTY ST. CLAIR
- 2. PROVIDED  FOC  PA  COMBINED
- 3. FUNDING YEAR 1996

COLUMN I	COLUMN II	COLUMN III (FOC Only)	COLUMN IV (FOC only)	COLUMN V
	PROPOSED IV-D BUDGET	PROPOSED IV-D ENFORCEMENT BUDGET	PROPOSED IV-D VISITATION & CUSTODY BUDGET	PROVIDER'S ELIGIBLE BUDGET
<b>B. ALLOCATION FACTORS</b>				
1. FTE POSITIONS	33.83	32.33	1.50	36.5
2. % OF TOTAL FTE POSITIONS	92.69%	88.58%	4.11%	100.00%
3. CASELOAD % (FOC ONLY)	92.69%	////////////////////////////////////	////////////////////////////////////	100.00%
	PROPOSED IV-D BUDGET	PROPOSED IV-D ENFORCEMENT BUDGET	PROPOSED IV-D VISITATION & CUSTODY BUDGET	PROVIDER'S ELIGIBLE BUDGET
<b>C. BUDGET CATEGORIES</b>				
1. PERSONNEL	1,464,223	1,399,302	64,921	1,579,741
2. DATA PROCESSING	53,599	53,599		57,828
3. OTHER DIRECT	163,208	155,972	7,236	176,084
4. CENTRAL SERVICES	154,550	147,697	6,853	166,743
5. PATERNITY TESTING (PA ONLY)	0			0
6. TOTAL BUDGET	\$1,835,580	\$1,756,570	\$79,010	\$1,980,397
7. SERVICE FEES (FOC)	(129,762)	(129,762)	////////////////////////////////////	(140,000)
8. MEDIATION FEES (FOC)	(16,684)	////////////////////////////////////	(16,684)	(18,000)
9. OTHER INCOME (DESCRIBLE)				
10. NET BUDGET	\$1,689,134	\$1,626,808	\$62,326	\$1,822,397
11. COUNTY SHARE \$	445,048	////////////////////////////////////	////////////////////////////////////	////////////////////////////////////
12. COUNTY SHARE %	26.35%	////////////////////////////////////	////////////////////////////////////	////////////////////////////////////
13. STATE SHARE \$	\$1,244,086	////////////////////////////////////	////////////////////////////////////	////////////////////////////////////
14. STATE SHARE %	73.65%	////////////////////////////////////	////////////////////////////////////	////////////////////////////////////
15. COUNTY SHARE #5	0	////////////////////////////////////	////////////////////////////////////	////////////////////////////////////
16. TOTAL STATE FUNDING	\$1,244,086	////////////////////////////////////	////////////////////////////////////	////////////////////////////////////

Contract No:	CS/FOC-96- 74001
Contract Amount:	\$ 1,689,134.00
Index Code:	93100
Prog Cost Acct (PCA):	81500
Agency Object Code:	6155
Agency Code 3:	815000
Commodity Code:	961-91
Federal I.D.#/SS#:	38-6006420
Mail Code:	021
Method of Payment:	Actual Cost

**AGREEMENT**  
**between**  
**MICHIGAN DEPARTMENT OF SOCIAL SERVICES**  
**and**  
**THE COUNTY OF ST. CLAIR**

---

This Agreement, effective the first day of January, 1996, and ending the 31st day of December, 1996, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Department"), the County of ST. CLAIR, a public organization, having a mailing address of 201 McMorran Blvd, Room 108  
Port Huron, MI 48060  
(hereinafter referred to as the "Contractor"), and the Chief Circuit Judge for the Court, (hereinafter referred to as the "Court").

WHEREAS, the Department is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the Department has the authority to enter into a Cooperative Agreement under and in accordance with policies established by the Department, as well as under and in accordance with Title IV-D of the Social Security Act as amended and the provisions of part 302.34 and 304, Chapter III, Title 45, Code of Federal Regulations; and

WHEREAS, the Department is desirous of purchasing services, and the Contractor and Court desire to provide services in accordance with the terms and conditions of this Agreement; and,

WHEREAS, the Chairperson, County Board of Commissioners has lawful authority to bind the Contractor and both the County and Court agree to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

I. **GENERAL PROVISIONS**

A. **Department's Source of Funds-Termination**

The Department's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being Federal and State funds. No commitment is made by the Department to continue or expand such activities. The Department may terminate this Agreement immediately upon written notice to the Contractor and Court at any time prior to the completion of this Agreement if, in the opinion of the Department Director, funding becomes unavailable for this service or such funds are restricted.

B. **Fees and Other Sources of Funding**

The Contractor and Court guarantee that any claims made to the Department under this Agreement shall not be financed by any source, including client fees, other than the Department under the terms of this Agreement. If funding is received through any other source, the Contractor and Court agree to delete from Contractor and Court billings, or to immediately refund to the Department, the total amount representing such duplication of funding.

C. **Review and Monitoring Reports**

The Contractor and Court shall comply with all program and fiscal review reporting procedures at time intervals and on specified forms as established by the Department on the beginning date of this Agreement. Any additional reports which the Department proposes to be completed by the Contractor or Court shall be completed pursuant to agreement by the parties to this Agreement.

D. **Examination and Maintenance of Records**

The Contractor and Court shall permit the Department or any of its identified agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Contractor and Court shall retain all books, records or other documents relevant to this Agreement for five (5) years after final payment, at their cost, and Federal auditors and any persons duly authorized by the Department shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is completed. The Department shall provide findings and recommendations of audits to the Contractor and Court. The Department shall adjust future



**H. Confidentiality**

The use or disclosure of information concerning clients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and as required by federal regulations and state statute.

**I. Property Title**

Title to all Non-Child Support Enforcement System (CSES) property, real or personal, furnished by the Department for use by the Contractor and Court in the performance of this Agreement shall remain in the Department. Upon expiration of this Agreement or any extension thereof, the Contractor and Court agree to return said property to the Department or pay the then current fair market value thereof to the Department. However, in the event that any such property is only partially funded by the Department, the Contractor or Court shall return said property to the Department or pay the Department that portion of the current fair market value of such item which is in the same percentage as the Department's contribution to the original purchase price. Where property in which the Department has an interest is traded for other property, the Contractor and Court shall maintain continuing records to account for the Department's financial interest in such subsequent acquisitions.

**J. Subcontracts**

The Contractor or Court shall not assign this Agreement or enter into subcontracts which will be paid in whole or part using money received through this Agreement without obtaining prior written approval of the Department. The Department, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Agreement. The Contractor and Court shall be responsible for the performance of all assignees or subcontractors, and shall insure the subcontracted agents comply with all provisions of this Agreement.

**K. Continuation**

In the event that the Contractor and Court have submitted to the Department an application for a Cooperative Reimbursement Agreement and, because of circumstances beyond the control of either the Contractor, Court, or the Department, the Agreement cannot be concluded to take effect at the start of the new Agreement period, the delaying party shall immediately confirm in writing said circumstances and the anticipated date that the Agreement can

**T. Agreement Inclusiveness**

This Agreement with the previously mutually approved Application incorporated by reference and made a part hereof, is intended by the parties as the complete and final expression of their agreement with respect to the terms included herein, and may not be contradicted by evidence of any prior contemporaneous agreement, oral or otherwise.

**II. CONTRACTOR AND COURT DUTIES AND RESPONSIBILITIES**

The Contractor through the Friend of the Court shall enforce all orders of support over which it has jurisdiction and seek modifications of orders in accordance with federal regulations, state statute and court rules. For enforcing child support orders in IV-D cases and as a subrecipient of Federal Financial Assistance, the Contractor and the Friend of the Court shall comply with the requirements of Title IV-D of the Social Security Act, implementing applicable federal regulations and requirements; using the Manual for Friend of the Court (MFOC), Section 4000 and Friend of the Court Letters in effect on the beginning date of this Agreement.

**A. Services**

The Friend of the Court shall:

1. Make IV-D services available to all eligible persons
2. Maintain records and provide collection services
3. Enforce support obligations using all appropriate procedures:
  - a. Wage or Income Withholding
  - b. State Tax Offset
  - c. Federal Tax Offset
  - d. Withholding of Unemployment Compensation Benefits
  - e. Imposition of Liens
  - f. Posting Security, Bond or Guarantee for overdue support
  - g. Information to Consumer Reporting Agency
  - h. Review and Modify Support Orders
  - i. Use Guidelines for Setting Support Amounts
  - j. Spousal Support Enforcement when there is an applicable order
  - k. Medical Support
4. Initiate locating action when necessary
5. Cooperate with other states for enforcement of child support orders

6. Maintain administrative processes
  - a) Fiscal Policies and Accountability
  - b) Bonding of Employees
  - c) Separation of Cash Handling and Accounting Functions
  - d) Safeguarding of Information
7. Provide or ensure Visitation and Custody services according to the "Friend of the Court Act" (MCLA 552.501-552.535).

**B. Reports**

The Contractor and Court shall prepare, complete and submit the following reports in the cycles indicated, to the units named:

1. **Form:** DSS-286 - Title IV-D Cooperative Reimbursement Expenditure Report, including appropriate time documentation.  
**Cycle:** Due by the fifteenth (15) working day after month of service  
**To:** Department of Social Services  
Office of Child Support - Regional Contract Manager
2. **Form:** DSS-284 - Friend of the Court Title IV-D Quarterly Report  
**Cycle:** Due by the tenth (10) working day after the Quarter's end  
**To:** Office of Child Support - Lansing
3. **Form:** DSS-820 - Support Collection Refund/Reimbursement Request  
**Cycle:** As needed in accordance with MFOC Section 4000, Chapter 650  
**To:** DSS Payment Document Control, Lansing
4. **Form:** DSS-284A - Friend of the Court Title IV-D Annual Report  
**Cycle:** Due by October 25th  
**To:** Department of Social Services  
Office of Child Support - Lansing
5. **Form:** DSS-29 - Financial Deposit Report (Accompanied by bank deposit slips and listing of individual items for any ADC-F, State ward charge back as required by MFOC Section 4000, Chapters 620 and 630)  
**Cycle:** Varies with FOC from daily to weekly  
**To:** DSS cashier - Lansing

**F. Billing Method**

The Actual Cost Reimbursement Method shall be used to claim reimbursement under this Agreement. The Cooperative Reimbursement Application, Budget, and budget documentation are attached hereto and made a part of this Agreement. The Budget and Application detail the amount and object of expenditures for which the Contractor and Court shall use funds paid under this Agreement. The Contractor and Court shall follow and adhere to the budget. Only costs actually expended may be billed. The Contractor and court must obtain written approval from the Department to increase or decrease line items in the budget. The Contractor and Court's request for the Department's approval must contain sufficient information to allow the Department to identify which budget line items are to be increased, which line items are to be decreased, the reason for change, the programmatic impact of the budget changes and must stay within the originally approved budget total. The person authorized to approve budget revisions is the Director of the Office of Child Support. Actual costs may include the cost of fringe benefits provided for the Contractor and Court employees funded by this Agreement, in the same proportion as those employees are engaged in IV-D reimbursable activities. Further, those fringe benefits shall be no greater than fringe benefits provided to similar non-IV-D employees. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical, dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

**G. Billing Procedure**

The Contractor and Court shall complete a monthly "Title IV-D Cooperative Reimbursement Expenditure Report," (Form DSS-286) detailing program-related expenditures. To request funding for Visitation and Custody, complete the column including number and costs of positions performing these services. The DSS-286 shall indicate actual expenditures by category of expense in the performance of this Agreement for the period being billed. The DSS-286 shall be submitted within fifteen (15) working days from the end of the monthly billing period to:

Michigan Department of Social Services  
Office of Child Support  
Regional Contract manager

IN WITNESS WHEREOF, the Department and the Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at \_\_\_\_\_, Michigan

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Witness: \_\_\_\_\_

CHIEF CIRCUIT JUDGE

(Court)

By: Peter G. Sawyer

Dated at \_\_\_\_\_, Michigan

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Witness: \_\_\_\_\_

(Contractor)

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

\_\_\_\_\_, Chairperson  
County Board of Commissioners

Dated at \_\_\_\_\_, Michigan

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Witness: \_\_\_\_\_

MICHIGAN DEPARTMENT  
OF SOCIAL SERVICES

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

Gerald H. Miller, Director

**TO ALL PROVIDERS AND CONTRACTORS  
WITH CONTRACTS IN THE  
AMOUNT OF \$100,000 OR MORE**

**NEW RESTRICTIONS ON LOBBYING**

**INSTRUCTIONS**

As a recipient of federal funds under this contract, your agency is required by federal law to sign the attached certification regarding lobbying (Page 1).

Sign this certification after thoroughly reading Appendix A, "New Restrictions on Lobbying", a federal Office of Management and Budget publication. Do not complete Form LLL, "Disclosure of Lobbying Activities" (Appendix B) unless required to do so according to the attached material.

We have provided copies of this certificate for signature by both the provider (FOC or PA) and the contractor (County Board Chair).

Each certification must be signed and returned to the Department before the contract can be fully executed.

Please direct all questions concerning this form to the Office of Federal

Send certifications signed by the provider and the contractor and the contract to:

Department of Social Services  
Office of Child Support  
Suite 1406  
P.O. Box 30037  
Lansing, MI 48909

## NEW RESTRICTIONS ON LOBBYING

(a) **Definitions.** As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1)

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and modification of any Federal contract, grant, loan, or cooperative agreement.

"Covered Federal Action" does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian Tribe" and "Tribal Organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in Section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means; with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having government duties and powers.

(b) **Prohibition.**

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.



- (2) The prohibition does not apply as follows:
- (i) Agency and legislative liaison by Own Employees.
    - (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
    - (C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
      - (i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
      - (ii) Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
    - (D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
      - (i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
      - (ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
      - (iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
    - (E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(ii) Professional and technical services by own employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under the Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of the information reported includes:

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification indicating that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(c) Disclosure

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(d) Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties

- (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

(f) Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

BILLING CODE 3110-01-M

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. Contract  <input type="checkbox"/> b. Grant  <input type="checkbox"/> c. Cooperative Agreement  <input type="checkbox"/> d. Loan  <input type="checkbox"/> e. Loan Guarantee  <input type="checkbox"/> f. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/Offer/Application  <input type="checkbox"/> b. Initial Award  <input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial Filing  <input type="checkbox"/> b. Material Change                  (For Material Change Only):                  Year _____ Quarter _____                  Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime    <input type="checkbox"/> Subawardee    Tier _____, if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10 a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>10 b. Individuals Performing Services (including address, if different from 10 a.) (last name, first name, MI):</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____    <input type="checkbox"/> Actual    <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Retainer  <input type="checkbox"/> b. One-Time Fee  <input type="checkbox"/> c. Commission  <input type="checkbox"/> d. Contingent Fee  <input type="checkbox"/> e. Deferred  <input type="checkbox"/> f. Other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-Kind; Specify: Nature _____                  Value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p>16.</p> <p><small>Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence a Member of Congress or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

INSTRUCTIONS FOR COMPLETION OF SF-LLL, "DISCLOSURE OF LOBBYING ACTIVITIES"

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by ONI:  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



RESOLUTION 96-5

AMENDING RESOLUTION 92-70

REGARDING THE ELECTED AND APPOINTED OFFICIALS AND  
NON-AFFILIATED EMPLOYEES OF THE COUNTY OF ST. CLAIR  
RELATIVE TO ADDING THE 80-RULE 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 the St. Clair County Board of Commissioners' Resolution 92-70 be hereby amended adding the 80-Rule for the St. Clair County Elected and Appointed Officials and regularly scheduled full-time Non-affiliated employees who shall be eligible to participate in the St. Clair County Retirement System as follows:

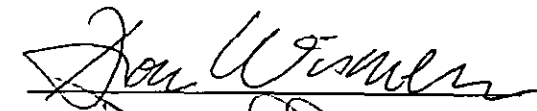
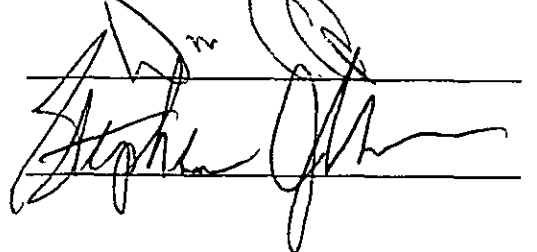
1. An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall have completed twenty-five years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

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

Dated: February 28, 1996

Reviewed and Approved by:

  
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 96-4

ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN ST. CLAIR COUNTY  
AND  
MENTAL HEALTH SUPERVISORS - A.F.S.C.M.E.

WHEREAS, the St. Clair County Community Mental Health Supervisors - A.F.S.C.M.E. is recognized by the Michigan Employment Security Commission and the County of St. Clair 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.

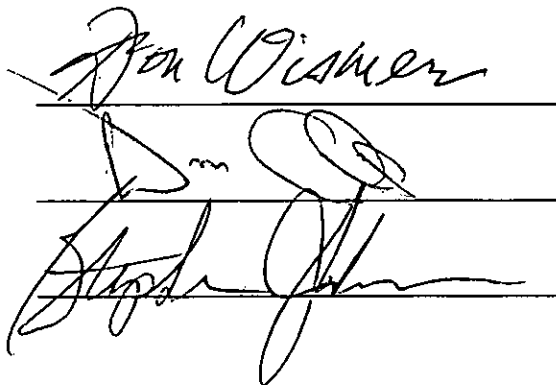
NOW, THEREFORE, BE IT RESOLVED, that the previous collective bargaining agreement, with the changes set forth in attached Exhibit "A", for the period January 1, 1995 through December 31, 1997 are hereby approved and adopted.

DATED: February 14, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



FINAL PROPOSAL  
FROM  
ST. CLAIR COUNTY  
TO  
COMMUNITY MENTAL HEALTH SUPERVISORS - A.F.S.C.M.E.

*This proposal is contingent upon bargaining unit action on or before Monday, January 29, 1996. In the event the bargaining units rejects or fails to take action by the aforementioned date, the proposal is withdrawn and the previous proposal of the County shall constitute the County's official position.*

PRESENTED: TUESDAY, JANUARY 23, 1996

OUTSTANDING ISSUES

Article 25 - Sick Days And Disability

Article 29 - Vacation

Article 32 - Retirement

Article 34 - Health And Dental Care

Article 40 - Wages

ST. CLAIR COUNTY  
PROPOSAL TO  
MENTAL HEALTH SUPERVISORS - A.F.S.C.M.E.

ARTICLE 40  
WAGES

2.5% - Effective January 1, 1995

2.5% - Effective January 1, 1996

2.5% - Effective January 1, 1997

TENTATIVE AGREEMENTS

Article 1 - Recognition

Article 7 - Seniority

Article 28 - Leaves Of Absence

Article 30 - Holidays

Article 31 - Working Hours - Overtime

Article 33 - Life Insurance

Letter Of Understanding - Retirement

RESOLUTION 96-3

ADOPTING COLLECTIVE BARGAINING AGREEMENT  
BETWEEN ST. CLAIR COUNTY  
AND  
MENTAL HEALTH EMPLOYEES - A.F.S.C.M.E.

WHEREAS, the St. Clair County Community Mental Health Employees - A.F.S.C.M.E. is recognized by the Michigan Employment Security Commission and the County of St. Clair 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.

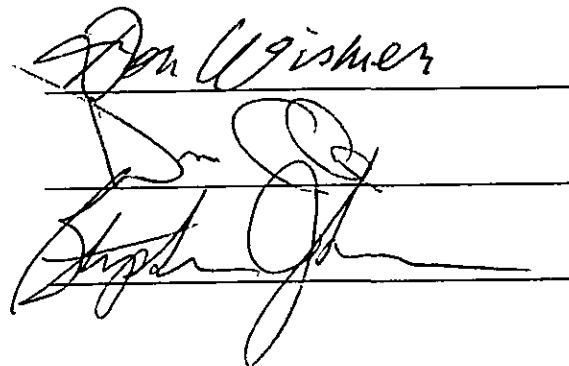
NOW, THEREFORE, BE IT RESOLVED, that the previous collective bargaining agreement, with the changes set forth in attached Exhibit "A", for the period January 1, 1995 through December 31, 1997 are hereby approved and adopted.

DATED: February 14, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



The block contains three handwritten signatures, each written over a horizontal line. The top signature is clearly legible as 'Don Usher'. The middle and bottom signatures are more stylized and difficult to read.

FINAL PROPOSAL  
FROM  
ST. CLAIR COUNTY  
TO  
COMMUNITY MENTAL HEALTH EMPLOYEES - A.F.S.C.M.E.

*This proposal is contingent upon bargaining unit action on or before Monday, January 29, 1996. In the event the bargaining units rejects or fails to take action by the aforementioned date, the proposal is withdrawn and the previous proposal of the County shall constitute the County's official position.*

PRESENTED: TUESDAY, JANUARY 23, 1996



OUTSTANDING ISSUES

Article 25 - Sick Days And Disability

Article 29 - Vacation

Article 30 - Holidays

Article 32 - Retirement

Article 33 - Life Insurance

Article 34 - Health And Dental Care

Article 40 - Wages

ST. CLAIR COUNTY  
PROPOSAL TO  
MENTAL HEALTH EMPLOYEES - A.F.S.C.M.E.

ARTICLE 40  
WAGES

2.5% - Effective January 1, 1995

2.5% - Effective January 1, 1996

2.5% - Effective January 1, 1997

TENTATIVE AGREEMENTS

Article 28 - Leaves Of Absence

Article 31 - Working Hours - Overtime

Article 39 - Pay Advance

Letter Of Understanding - Retirement

ST. CLAIR COUNTY  
PROPOSAL TO  
MENTAL HEALTH EMPLOYEES - A.F.S.C.M.E.

LETTER OF UNDERSTANDING  
REGARDING  
ARTICLE 32  
RETIREMENT

~~The County of St. Clair, and the Community Mental Health Employees - AFSCME, hereby establish and agree that individual bargaining unit members who are members September 9, 1992, 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.~~

~~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~~

ARTICLE 40  
SALARY SCHEDULE  
CLASSIFICATION STRUCTURE

CLERICAL EMPLOYEES

Clerical Aide to Office Clerk

Clerk Typist I to Secretary I

Clerk Stenographer to Secretary II

Secretary to Secretary III

Account Clerk I

Account Clerk II

Account Clerk III

Data Entry Tech.

Reimbursement Technician equal to  
Computer Technician

PARA - PROFESSIONAL EMPLOYEES

Maintenance-Handyman equal to  
Van Driver

Mental Health Aide

O.T. Aide to C.O.T.A.

PROFESSIONAL EMPLOYEES

M.H. Specialist RN equal to  
M.H. Specialist

Speech Therapist equal to  
Occupational Therapist

Clinician

Administrative Coordinator equal to  
Program Coordinator

RESOLUTION 96-2

URGING STATE OF MICHIGAN TO ENCOURAGE  
CANADIAN OFFICIALS TO CONTINUE ADMINISTRATIVE  
SUPPORT FOR ST. CLAIR RIVER BPAC

WHEREAS, the St. Clair River Bi-National Public Advisory Council (BPAC) was appointed by the governments of Michigan and Ontario to advise the governments of Michigan, Ontario, the United States and Canada on the most effective way to fulfill the obligations they had assumed in the Great Lakes Water Quality Agreements regarding clean up and protection of the local Areas of Concern. The International Joint Commission on Great Lakes Water Quality was also established to report to all participating governments on problems, progress and successes; and

WHEREAS, the St. Clair River Bi-National Public Advisory Council is made up of 28 Canadian and 28 American volunteers representing a diverse range of stake-holders. This volunteer group has functioned regularly and has invested literally thousands of man-hours over the past 8 years to advise the 11 senior government agencies including Environment Canada, Ministry of Environment and Energy (MOEE), Ontario, and Michigan DNR/DEQ of the nature of the impairments and the best solutions identified for problems documented in the St. Clair River. This work has been recognized and praised by environmental groups, the International Joint Commission and the government agencies of both Michigan and Ontario; and

WHEREAS, the St. Clair River BPAC members feel that we are on target towards our goal of de-listing the St. Clair River as an Area of Concern in the year 2000; and

WHEREAS, BPAC is an efficient, cost effective and productive group which has functioned with minimal support and no compensation for time or out-of-pocket expenses. One essential ingredient in the support they do receive is the funding for the Administrative Services Consultant who also doubles as the BPAC Public Involvement Coordinator; public involvement is a mandated part of the Remedial Action Plan. The international nature of this activity with a large volunteer membership spread out in two (2) countries require a significant effort in planning, logistics and communication to keep the Council functioning; and

WHEREAS, in December, 1995, the St. Clair River BPAC was informed that funding for the Administrative Services Consultant was to be terminated by the MOEE, Ontario. Further, they were informed MDEQ was withdrawing the service of the RAP Coordinator, which had been provided by Surface Water Quality Division, and that MDEQ would no longer directly participate in development or implementation of the St. Clair River Remedial Plan. The impression is that this is a result of a cut in EPA funding and a resulting shift of MDEQ personnel to work on other matters; and

WHEREAS, to effectively block the efforts of a large, diverse, yet effective organization such as the St. Clair River BPAC by removing the minimal support which has allowed it to function to this point, does simply not make environmental or economic good sense. To cripple the plan implementation at this time, and potentially take from the process the thousands of man hours of technical effort, oversight and public education which can be provided by the 56 volunteers, just as milestones are beginning to be reached, for the cost of approximately 75% of one position in Ontario and 20% of one position in Michigan, would appear to be counter to resource allocation objectives supported by Michigan's present administration. Such efforts, mostly volunteer, proven successful and provided with minimal support and expenditure of public funds are, in the Council's opinion, worthy of increased support and facilitation, rather than abandonment.

NOW, THEREFORE, BE IT RESOLVED, that the State of Michigan be encouraged to support the Water Quality Agreement and the process mandated by the International Joint Commission, and that the St. Clair County Board of Commissioners does hereby request:

1. That Governor John Engler bring whatever influence possible on Environment Canada and Ministry of Environment and Energy, Ontario, to reconsider their withdrawal of administrative support for the St. Clair River BPAC.
2. Restore the minimal MDEQ support provided by the RAP Coordinators and technical staff.
3. Inform this Council of Michigan's position relative to the continuation of the Remedial Action Plan process.
4. A copy of this resolution shall be sent to Governor John Engler and our area's local State and Federal representatives, United States and Canadian Co-Chairmen of St. Clair River Bi-National Public Advisory Councils, Environment Canada and ministry of Environment and Energy, Ontario, Canada.

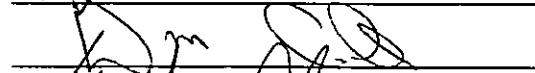
DATE: February 14, 1996

Reviewed and Approved by:



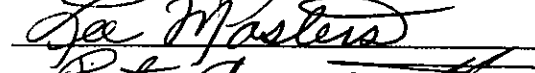
ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060



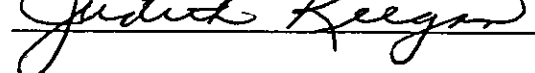












RESOLUTION 96-1

AMENDING RESOLUTION 93-37

SUPPORTING COUNTY PAYMENT OF DELINQUENT AND "DRY-RUN"  
AMBULANCE BILLS

WHEREAS, the provisions of Public Act 176 of 1937, as amended, (M.C.L.#46.251) requires payment by the County for ambulance services when any ambulance shall transport person(s) injured on the public roadways to any hospital or place where medical care and treatment can be provided, provided that the person(s) so injured and transported is financially unable to pay for such transportation.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts the following policies relative to the payment of delinquent ambulance bills:

1. The County shall only be responsible for reimbursement for delinquent ambulance claims for runs that are on public roadways and are emergency in nature.
2. The County Shall reimburse for delinquent claim(s) of "regular run" ambulance transport, when a person(s) is injured on the public roadways, to the nearest hospital or other medical care facility.  
  
A "regular-run" being an ambulance run in which a patient(s) regardless of the number, is transported.
3. A delinquent claim for "regular-run(s)" must be at least twelve (12) months old before County will pay.
4. The Ambulance Service Provider, requesting payment for delinquent or unpaid claim(s) must, via an affidavit, state that:
  - a. They have taken all legal action possible to collect payment, including submission to a collection agency, garnishment, and small claims court.
  - b. give assignment to St. Clair County of its interest in the monies to be collected.
  - c. will comply with any and all regulations which may be later adopted in relation to this issue.
5. The reimbursement rate for delinquent "regular-run" ambulance bills shall be \$65.00 per run, regardless of the number of individuals being transported.

BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners hereby adopts the following policies relative to the payment of "dry-run" ambulance claims.



1. The County shall provide reimbursement for unpaid claim(s) of "dry-run" ambulance calls when such calls are:
  - a. on public roadways
  - b. are emergency in nature
  - c. have been dispatched by the County Sheriff Department Communication Center
  - d. have had a complaint number assigned
  - e. the result of a motor vehicle accident.

A "dry-run" being an ambulance run in which no patient is there when the ambulance arrives or the patient refuses transport.

2. The reimbursement rate for unpaid "dry-run" ambulance bills shall be \$55.00 per run.
3. The ambulance service provider requesting payment will comply with any or all regulations that may be later adopted in relation to this issue.

BE IT FURTHER RESOLVED, that these policies shall take effect March 1, 1996.



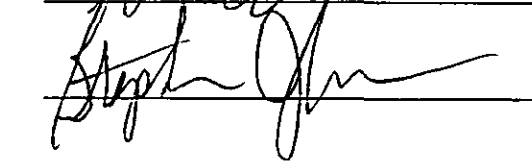
BE IT FURTHER RESOLVED, that any and all prior resolutions or parts of resolutions not consistent herewith, are hereby rescinded.

DATE: February 28, 1996

Reviewed and Approved by:



ELWOOD L. BROWN  
County Corporation Counsel  
301 County Building  
Port Huron, MI 48060

RESOLUTION 93-37 - REVISION - DELINQUENT AND "DRY RUN" BILLS

Jeff Friedland address the Committee recommending changes to the "Dry Run" portion of this resolution due to intense scrutiny of this resolution by an EMS provider.

On the second page under No.1 ADD "e" the result of a motor vehicle accident. ADD "3" The Ambulance Service Provider requesting payment will comply with any or all regulations that may be later adopted in relation to this issue.

Following discussion, it was moved by Commissioner Masters, supported by Commissioner Wall, to recommend to the full Board at its February 14 meeting, revision of Resolution 93-37 "Supporting County Payment of Delinquent and "Dry Run Ambulance Bill".

Page 2 No. 1 add "e" the result of a motor vehicle accident.  
add "3" the ambulance service provider  
requesting payment will comply with any  
or all regulations that may be later  
adopted in relation to this issue.

Ayes: All Nays: None. Motion carried.

MEDICAL EXAMINER - ADMINISTRATIVE STRUCTURE

Administrator Don Dodge addressed this issue, reporting that at today's Medical Examiner Selection Committee meeting, Dr. Hislop and Dr. Matich were interviewed as possible candidates for the Medical Examiner position.

Mr. Dodge also addressed his Administrative Structure Memo, dated 1-10-96, which presented 3 possible structures in filling the position. He also indicated that each of these 3 structures could increase \$10,000 in the autopsy line item.

Mr. Dodge recommended the Health Department Structure.

Following discussion, it was moved by Commissioner Acciavatti, supported by Commissioner Wall, to place the position of the Medical Examiner under the Health Department structure, as recommended by the Administrator, and forward the recommendation to the full Board of Commissioners for approval at their January 24, 1996 meeting.

Roll call vote:

Ayes: Cole, Acciavatti, Masters, Wall, Keegan.

Nays: Kearns, Wismer.

Motion carried 5 Ayes: 2 Nays:

ATTACHMENTS

II. PAYMENT FOR INDIVIDUAL AMBULANCE RUNS

1. M.C.L. #46.251 "Persons Injured on Highways" = Legal citation of County's responsibilities
2. Resolution of July 23, 1969 = Payment of Ambulance Bills
- 3a. Letter of September 22, 1972 from County Board of Auditors
- 3b. Minutes of the October 10, 1972 County Board of Commission Meeting
- 3c. Minutes of the December 13, 1972 County Board of Commission Meeting
4. Resolution of December 27, 1972 = Relative to Highway Emergency Ambulance Service
5. Minutes of the January 10, 1973 County Board of Commission Meeting
6. Resolution #74-32 = Relative to County Payment of Ambulance Bills

## AMBULANCE SERVICE HISTORY

### ST. CLAIR COUNTY

- 1960's - Ambulance service was provided by funeral directors. Local or state guidelines were imposed.
- 1969 - Eastern Ambulance service began operations in the eastern part of SCC. Privately owned.
- 1970 - Johnson ambulance began operations in eastern SCC. Privately owned service.
- 1971 - Johnson Ambulance service purchased Eastern Ambulance and merged the two services.
- 1972 - The City of Port Huron began operations in the City of Port Huron.
- 1972 - The City of Yale formed a volunteer ambulance service to cover the western portions of SCC.
- 1974 - The City of Marysville began providing Ambulance service to the city of Marysville only.
- 1975 - Johnson Ambulance service restricted its operation by discontinuing to provide emergency service to eastern SCC. Johnson Ambulance did continue to provide non-emergency transfer service.
- 1975 - Kimball Twp. began providing ambulance service to thier township, through its volunteer Fire Department.
- 1975 - Fort Gratiot Twp. began providing ambulance service for various communities in north eastern SCC.
- 1975 - Port Huron Twp. began providing ambulance service to thier Township, through its volunteer fire department.
- 1975 - The St. Clair County Board of Commissioners divided the county into three (3) ambulance service areas and formed the ambulance authorities.

Responsibility for securing ambulance service was left up to the local units of government within each service district.

The county established the reimbursement rate for each service district at 1.00 per capita, based on the latest census.

- 1976 - Richmond Lenox EMS begins to service a portion of St. Clair County.

- 1978 - Johnson Ambulance service entered into a contractual arrangement with four members of the District II service area (Burthville, Clyde, Fort Gratiot, & Port Huron Twp.). Johnson Ambulance received 2.50 per capita from these governments and provided them with one (1) ambulance for emergency calls.
- 1978 - Fort Gratiot Fire Department and Port Huron Twp. Fire Department discontinued ambulance operations.
- 1979 - River District EMS began operations in southern SCC. Privately owned.
- 1981 - Blue Water Health Services purchased Johnson Ambulance service. Blue Water Ambulance began operations in eastern SCC.
- 1982 - River District EMS discontinued operations in southern SCC.
- 1982 - Blue Water Ambulance located a vehicle at River District Hospital.
- 1982 - Blue Water Ambulance began providing ambulance service to the City of Port Huron, north of the Black River.
- 1982 - Blue Water Ambulance upgraded its service from Basic Life Support to Limited Advanced Life Support.
- 1983 - Tri-Hospital EMS was formed by Port Huron, Mercy, and River District hospitals and assumed the operations of Blue Water Ambulance.
- 1984 - The St. Clair County Board of Commissioners increased the per capita from 1.00 to 1.20.
- 1985 - The City of Port Huron discontinued ambulance operations, and asked Tri-Hospital EMS to service the city.
- 1985 - The St. Clair County Board of Commissioners increased the ambulance subsidy to the ambulance districts from 1.20 to 1.30 per capita.
- 1985 - Tri-Hospital EMS upgraded its service from Limited advanced life support to Advanced Life Support.
- 1985 - Tri-Hospital EMS increased its coverage by locating a vehicle in the Algonac/Clay Twp. area.

Page 3

- 1986 - Kimball Twp. upgrades service level to Limited Advanced.
- 1986 - Yale EMS upgrades service level to Limited Advanced.
- 1987 - Barnard Ambulance service of Capac, sold its operations to Yale Hospital who formed St. Clair County West.
- 1988 - St. Clair County West upgrades service level to Limited Advanced.
- 1988 - Richmond Lenox EMS begins to provide Advanced Life Support to their St. Clair County coverage area.
- 1989 - Tri-Hospital EMS upgrades to Advanced Life Support, and added an educational division.
- 1991 - St. Clair County West EMS fully Limited Advanced.
- 1992 - Northwest EMS was established to provide paramedic service to St. Clair County West and Yale EMS.

PERSONS INJURED ON HIGHWAYS

County Supervisors

All references to county supervisors or county boards of supervisors deemed to mean county commissioners and county boards of commissioners, under § 46.416.

P.A.1937, No. 176, Eff. Oct. 29, 1937

AN ACT to protect the welfare and safety of the people of this state; to provide for the care of persons injured on the highways of this state; and to fix the liability of the county therefor.

The People of the State of Michigan enact:

46.251. Persons injured on highways; transportation to hospital.

Sec. 1. The prompt transportation of persons injured on the highways of this state to a hospital or other place where needed medical care and treatment can be rendered is necessary for the protection of the welfare and safety of the people of the state of Michigan.

Historical and Statutory Notes

Source: C.L.1948, § 46.251. P.A.1937, No. 176, § 1, Eff. Oct. 29, 1937. C.L.1970, § 46.251.

WESTLAW Electronic Research

See WESTLAW Electronic Research Guide following the Preface.

hospital or other place and the person so... such transportation, care of such person transportation, when county auditors in c from the general fu which are a liability county. The county of any sums paid un ed at the expense c against any relative c ed at the expense of to the general fund.

Source: P.A.1937, No. 176, § 2

References to county su commissioners or

Family responsibility poor laws. Daniel R. M Rev. 497, 607 (1956).

Counties 158. WESTLAW Topic No. 1 C.J.S. Counties § 198.

Payments: Attachment #1

al would have

Notes of Decisions

In general 1

Under this section, the words "highways of this state" should be construed to include any public way used by the public. Op.Atty.Gen. 1955-56, No. 2650, p. 470.

In general

Board of supervisors should weigh beneficent purposes of this section and § 46.252 and, without sacrifice of interests of county, balance such consideration in favor of claimant lest emergency transportation be discouraged because of lack of reasonable assurance of payment therefor. Op.Atty.Gen.1959-60, No. 3427, p. 191.

City streets of home rule cities are highways of Michigan within this section, and the county must pay the cost of transportation of a person injured upon a city street of a home rule city in the event that the injured person, his legal relatives and/or persons responsible for his care are unable to pay for such transportation. Id.

46.252. Costs of transportation, approval and payment by board, reimbursement

Sec. 2. In case any ambulance shall transport any such person to any hospital or other place where medical care and treatment can be provided, and the person so injured and transported is financially unable to pay for such transportation, and there are no relatives or other persons liable for the care of such person who can pay for such transportation, the cost of such transportation, when approved by the board of supervisors, or the board of county auditors in counties having a board of county auditors, shall be paid from the general fund of the county, in the same manner as other claims which are a liability of the county are paid from the general fund of the county. The county may maintain an action in assumpsit for reimbursement of any sums paid under the provisions of this act against the person transported at the expense of the county, or against the estate of such person, or against any relative or other person liable for the care of the person transported at the expense of the county, which sums when recovered shall be credited to the general fund of the county.

Supervisors of commis-

Historical and Statutory Notes

PA.1937, No. 176, § 2, Eff. Oct. 29, 1937. C.L.1948, § 46.252. C.L.1970, § 46.252.

Cross References

References to county supervisors or county boards of supervisors deemed to mean county commissioners or county boards of commissioners, see § 46.416.

Law Review Commentaries

Family responsibility under the American law. Daniel R. Mandelker, 54 Mich.L. Rev. 497, 607 (1956).

Library References

Counties ¶158. WESTLAW Topic No. 104. C.J.S. Counties § 198.



46.252

COUNTY BOARDS OF COMMISSIONERS

COUNTY FIRE PR

Notes of Decisions

In general 1  
Contracts for payment 2

1. In general

Charges for ambulance services rendered to indigents are responsibility of the county. Superior Ambulance Service v. City of Lincoln Park (1969) 173 N.W.2d 236, 19 Mich.App. 655.

There is no statutory requirement that a county provide ambulance service to its residents. Op.Atty.Gen.1978, No. 5254, p. 324.

2. Contracts for payment

Existence of express contract between ambulance company and chief of police pursuant to which city would guarantee ambulance compa-

ny payment for services when company was unable to collect from individuals served precluded recovery in quantum meruit upon implied contract even though express contract was void for failure to comply with statute of frauds. Superior Ambulance Service v. City of Lincoln Park (1969) 173 N.W.2d 236, 19 Mich.App. 655.

In absence of valid written contract whereby defendant city would guarantee payment to ambulance company for services rendered at request of police or fire department, oral agreement by chief of police to that effect was contrary to statute of frauds and void. Superior Ambulance Service v. City of Lincoln Park (1969) 173 N.W.2d 236, 19 Mich.App. 655.

Section 46.281, which limited application to certain population, was deri

All references deemed to mean commissioners, under §

P.A.1942

AN ACT to authorize for certain areas in than 5,000 inhabitants purchase of fire

7-23-69

PAYMENT OF AMBULANCE BILLS

16

WHEREAS, Act 176 of the Public Acts of 1937 (M.S.A. 16.307-8), as amended declares the prompt transportation of injured persons from highways to be necessary for the protection of the welfare and safety of the people of the State of Michigan, and;

WHEREAS, the same Act provides that the County shall be responsible for the payment of such services when the person so injured and transported is financially unable to pay for such transportation and there are no relative or other persons liable for the care of such person who can pay for such transportation.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Supervisors hereby adopts the following policy relative to the payment of ambulance bills:

1. The County shall be responsible for the transportation of persons injured on highways to a hospital or other place where medical care can be furnished on the first occasion only, and shall not be responsible for ambulance calls under any circumstances wherein no one is transported from the scene of any given accident, also provided that no such claims shall be allowed unless they are at least 12 months old and the ambulance company has submitted an affidavit to the effect that they have taken all legal action possible to collect said money from the person concerned or his responsible relative and that there is no insurance available for said purposes, and that there are no law suits pending in connection with said accident and that the injured party has no estate from which such funds can be collected, and also provided, that said ambulance company submits written proof of such legal action as may have been taken for the purpose of collecting said funds, and also gives an assignment to the County of St. Clair for its interest in said monies thus claimed; and also provided, that said ambulance company complies with any and all regulations which may be hereafter adopted in connection with this matter.

2. That the County of St. Clair shall not be responsible for non-highway emergency or none-emergency ambulance services unless the same shall have been requested by a county department such as the Sheriff's Department, the Welfare Department and any other county department needing such services, in which event the cost thereof shall be billed directly to the county agency requesting such ambulance services.

3. That all current unpaid ambulance bills shall be returned to the respective ambulance companies who may resubmit the same to the County of St. Clair for consideration of payment providing they meet the guidelines set forth in paragraphs 1 and 2 above.

Dated: July 23, 1969

SPECIAL AMBULANCE COMMITTEE

Drafted By:  
Delmer L. Cleland  
Corporation Counsel

/s/  
Elmer S. Kodet  
George J. Hart  
James T. Corden  
Frederick O. Rouse  
Charles Swaffield

Moved by Supervisor Kodet, supported by Supervisor Corden, that the foregoing resolution be received and adopted. Carried by the following

Ye: Ayes: - Bartow, Bell, Corden, Dell, Docherty, Donohue, Gleason, Bert P. Gibbs, Russell L. Gibbs, Hart, Kodet, Swaffield, Townsend, Rouse.

Nays: - None. 7-23-69 END

Payments:  
Attachment #2

9-27-72

September 22, 1972

Honorable Board of Commissioners  
St. Clair County, Michigan

Gentlemen:

It has been brought to the attention of the Board of Auditors that the resolution adopted July 23, 1969 regarding payment of ambulance bills, in which provides for a 12 month waiting period before submission of uncollectable bills to the County for payment, is creating an undue hardship with the ambulance companies who are providing service for St. Clair County.

After due consideration it is the recommendation of the Board of Auditors that this resolution be amended so that the waiting period will be reduced from 12 months to 2 months.

The Board feels that this adjustment is necessary at this time to insure that the County be provided with proper ambulance coverage.

Yours truly,

/s/ J. Harland Patterson  
J. Harland Patterson, Secretary  
County Board of Auditors

Moved by Commissioner Bell, supported by Commissioner Becker, that the foregoing communication be tabled until the next regular meeting of the Board. Carried. 9-27-72 end

10-10-72

Moved by Commissioner Russell L. Gibbs, supported by Commissioner Becker, that the Resolution adopted July 23, 1969, regarding payment of ambulance bills, (Paragraph 1) be changed to six (6) months. Carried. 10-10-72 end

12-13-72

Commissioner Docherty gave an oral Ambulance Report, stating that Committee had met with all interested persons since the last Board of Commissioners Meeting.

Moved by Commissioner Docherty, supported by Commissioner Wright, that the waiting period on ambulance bills be reduced from six months to sixty days.

Moved by Commissioner Wilcox, supported by Commissioner Wright, an amendment to foregoing motion, that the sixty day period begin after first date of billing. Carried.

Original motion, as amended, carried by the following vote:

Yea: Bell, Gorden, Docherty, Donohue, Graybiel, Robert Gibbs, Russell, Sims, Smilev, Swaffield, Thompson, Wilcox, Wright. - 13. Nays: Ker, Kedet. - 2. 12-13-72 end

Payments:  
Attachment #3

12-27-72

a well presented and detailed report on the Ambulance Study, as made by the Committee, and presented the following resolution to the Board for their consideration:

RESOLUTION RELATIVE TO  
HIGHWAY EMERGENCY  
AMBULANCE SERVICE

WHEREAS, the provisions of Act 176 of the Public Acts of 1937, as amended, being M.S.A. 16.307-16.308, requires payment by the County in case any ambulance shall transport persons injured on the highways to any hospital or place where medical care and treatment can be provided if the person so injured and transported is financially unable to pay for such transportation; and

WHEREAS, the ambulance problem in St. Clair County has been under constant study by this Board of Commissioners for the past several years and it is deemed necessary at this time to make further changes in the payment program in order that some degree of stability may be maintained in the local ambulance service.

NOW THEREFORE BE IT RESOLVED, that for ambulance service rendered to persons injured on the public highways of this County after January 1, 1973, when payment for such services have not been made within 60 days from the date of the first billing, the County of St. Clair will pay the ambulance company its normal charges for the services rendered provided that such amount, in no event, shall exceed \$55.00 including mileage and other incidental charges; and,

BE IT FURTHER RESOLVED, that the County Board of Auditors is hereby directed to prepare an appropriate voucher to be used by all ambulance companies making a claim pursuant to this resolution and the statutes cited herein and that said voucher shall contain such information as the Corporation Counsel deems

necessary including an assignment to the County of St. Clair all rights of recovery for the money so paid; and,

BE IT FURTHER RESOLVED that any and all prior resolutions having to do with the ambulance matter may be and are hereby rescinded.

Drafted by:  
Delmer L. Cleland  
County Corporation Counsel  
600 New Peoples Bank Bldg.,  
Port Huron, Michigan 48060

/s/ James A. Docherty  
Wm. E. Smiley  
David J. Wright Jr.  
Alfred L. Wilcox  
Robert P. Gibbs

Dated: December 27, 1972.

Moved by Commissioner Docherty, supported by Commissioner Smiley, that the foregoing resolution be received and adopted. Carried by the following vote: Ayes: Becker, Bell, Corden, Docherty, Donohue, Robert P. Gibbs, Russell L. Gibbs, Sams, Smiley, Thompson, Wilcox, Wright. - 12.  
Nays: 0. Absent: 3.

Payments  
Attachment #4

1-10-73

Commissioner Docherty gave a detailed oral report on the ambulance situation in the County. He stated that the Ambulance Committee has met a total of ten times in the past two months on the Ambulance Problem.

Moved by Commissioner Kodet, supported by Commissioner Thompson, that Paragraph 2 of the Resolution relative to County Payment of Ambulance Bills, dated July 23, 1969, be added to the Ambulance Resolution as adopted on December 27, 1972:

"That the County of St. Clair shall not be responsible for non-highway emergency or none-emergency ambulance services unless the same shall have been requested by a county department such as the Sheriff's Department, the Welfare Department and any other county department needing such services, in which event the cost thereof shall be billed directly to the county agency requesting such ambulance services."

Carried by the following vote: Ayes: Bell, Cooley, Corden, Docherty, Donohue, Graybiel, Robert P. Gibbs, Russell L. Gibbs, Hurley, Kodet, Sams, Smiley, Thompson, Wilcox. - 14. Nays: 0. Absent: 1.

Payments:  
Attachment #5

RESOLUTION 74-32

RESOLUTION RELATIVE TO COUNTY  
PAYMENT OF AMBULANCE BILLS

WHEREAS, under date of July 23, 1969, the St. Clair County Board of Commissioners adopted a resolution providing for the payment by the County of St. Clair of certain ambulance bills, which resolution was amended in part to reduce the waiting period for payment from twelve months to six months; and

WHEREAS, a separate resolution was adopted on December 27, 1972, setting the maximum amount which the County of St. Clair would pay for any ambulance service at the rate of \$55.00, plus mileage and other incidental charges; and

WHEREAS, recent increases in expenses have made it necessary for a revision of the pay scale heretofore adopted in connection with this matter.

NOW, THEREFORE, BE IT RESOLVED that for ambulance service rendered to persons injured on the public highways of this County after July 1, 1974, when payment for such services have not been made from sixty days from date of first billing, the County of St. Clair will pay the ambulance company its normal charges for the services rendered provided that such amount, in no event, shall exceed \$65.00, plus mileage at the rate of \$1.00 per mile loaded, regardless of the number of patients being transferred; and

BE IT FURTHER RESOLVED that the County of St. Clair will pay the amount of \$55.00 on so-called dry runs when such dry runs have been made pursuant to a request from the St. Clair County Sheriff's Department; and

BE IT FURTHER RESOLVED that any and all parts of prior resolutions not consistent herewith are hereby repealed.

Dated: June 12, 1974

/s/ Dennis Clyne  
Alfred L. Wilcox  
Max Graybiel  
John W. Hurley  
Wm. E. Smiley  
James A. Docherty

Drafted by:  
DELMER L. CLELAND  
County Corporation Counsel  
600 New Peoples Bank Building  
Port Huron, Michigan 48060

Moved by Commissioner Docherty, supported by Commissioner Hurley, that the foregoing resolution be received and adopted. Carried by the following vote:

Ayes: Becker, Cooley, Docherty, Graybiel, Robert Gibbs, Russell Gibbs, Hurley, Clyne, Sams, Smiley, Thompson, Wilcox. - 12. Nays: 0. Absent: Bell. - 1.

Payments  
Attachment #6