

STATE OF MICHIGAN
 COUNTY OF EATON ROLL CALL AND VOTES IN BOARD OF COMMISSIONER'S
December 15 SESSION A.D. 2010

ROLL CALL

			ON MOTION TO <i>Remove paragraph 8th from Resol regarding Comm Compensation</i>		ON MOTION TO		ON MOTION TO	
A.M.	P.M.	COMMISSIONERS	AYE	NAY	AYE	NAY	AYE	NAY
	✓	MICHAEL HOSEY	✓					
	✓	BLAKE MULDER		✓				
	✓	THERESA ABED	✓					
	✓	CAROL STRACHAN	✓					
	✓	JEANNE PEARL-WRIGHT	✓					
	✓	LEO A FARHAT JR		✓				
	✓	GLENN H. FREEMAN III		✓				
	✓	JOHN FORELL		✓				
	✓	LINDA KEEFE	✓					
	✓	ART LUNA	✓					
	✓	L. DARYL BAKER		✓				
	✓	DALE BARR		✓				
	✓	DENISE J. CLARKE		✓				
	✓	ROGER HARRIS	✓					
	✓	JOSEPH C. BREHLER		✓				
			7	8				

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, December 15, 2010.

Chairman Brehler called the meeting to order at 7:00 PM.

The Pledge of Allegiance to the Flag was given by all.

Commissioner Clarke gave the invocation.

Roll call. Commissioners present; Mike Hosey, Blake Mulder, Theresa Abed, Carol Strachan, Jeanne Pearl-Wright, Leo Farhat, Glenn Freeman, John Forell, Linda Keefe, Art Luna, Daryl Baker, Dale Barr, Denise Clarke, Roger Harris, Joseph Brehler. Commissioners absent; none.

Chairman Brehler added a resolution of Appreciation for Jon W. Coleman under New Business. Commissioner Keefe removed item #5 and added item #12 Resolution Establishing Commissioner Compensation and item #13 Resolution to Approve Collective Bargaining Unit Agreement to the Ways and Means Committee Report. Commissioner Pearl-Wright added a Resolution to continue the Human Services Collaborative Council under New Business.

Commissioner Forell moved the agenda be approved as amended. Seconded by Commissioner Farhat. Carried.

Commissioner Baker moved the minutes of November 17, 2010 be approved as presented. Seconded by Commissioner Luna. Carried.

There were no Communications.

Public Comment.

Helen Schneider, 1915 Glass Drive, Charlotte thanked the Board for all they have done for the betterment of the residents of Eaton County and wished everyone a wonderful holiday season and new year.

Chairperson Brehler moved the approval of Resolution #10-12-133 In Appreciation for Commissioner Theresa Abed. Seconded by Commissioner Barr. Carried unanimously.

Chairperson Brehler moved the approval of Resolution #10-12-134 In Appreciation for Commissioner Leo Farhat. Seconded by Commissioner Barr. Carried unanimously.

Chairperson Brehler moved the approval of Resolution #10-12-135 In Appreciation for Commissioner Roger Harris. Seconded by Commissioner Hosey. Carried unanimously.

Chairperson Brehler moved the approval of Resolution #10-12-136 In Appreciation for Commissioner Linda Keefe. Seconded by Commissioner Luna. Carried unanimously.

Chairperson Brehler moved the approval of Resolution #10-12-137 In Appreciation for Commissioner Jeanne Pearl-Wright. Seconded by Commissioner Farhat. Carried unanimously.

Chairperson Brehler moved the approval of Resolution #10-12-138 In Appreciation for Commissioner Art Luna. Seconded by Commissioner Barr. Carried unanimously.

Chairperson Brehler moved the approval of Resolution #10-12-139 In Appreciation for Commissioner Carol Strachan. Seconded by Commissioner Hosey. Carried unanimously.

Chairperson Brehler moved the approval of Resolution #10-12-140 In Appreciation for Commissioner Denise Clarke. Seconded by Commissioner Forell. Carried unanimously.

Commissioner Pearl-Wright moved the appointment of Denise Clarke to the Historical Commission representing the Board of Commissioners to fill an unexpired term expiring December 31, 2011. Seconded by Commissioner Baker. Carried.

Clerk Fuller presented the Annual Reports of the County Clerk, Register of Deeds and Circuit Court Clerk's Offices.

Commissioner Clarke acknowledged Jeremy Whittum who will succeed her on the Board of Commissioners.

Commissioner Freeman moved the approval of Resolution #10-12-141, To Appoint Dr. Michael Markey as County Medical Examiner to a term expiring December 31, 2014. Seconded by Commissioner Keefe. Carried.

Commissioner Abed distributed a summary of the accomplishments of the Information and Technology Committee from 2007-2010. Copy on file.

Commissioner Keefe moved to approve Resolution #10-12-142, To Approve 2011 Personnel Policy Revisions; Revisions to the Disability Plan Document and Controller's Administrative Policy effective January 1, 2011. Seconded by Commissioner Luna. Carried.

Commissioner Keefe moved the approval of Resolution #10-12-143, To Authorize Application for an Interoperable Emergency Communications Grant in the amount of \$8,356.50. Seconded by Commissioner Baker. Carried.

Commissioner Keefe moved the approval of Resolution #10-12-144, To Approve the Application and Acceptance of the Office of Highway Safety Planning Electronic Crash Capture and Submission Project Grant in the amount of \$86,303. Seconded by Commissioner Barr. Carried.

Commissioner Keefe moved the approval of Resolution #10-12-145, To Authorize Application and Acceptance for Mental Health Services for Drug Court in an amount not to exceed \$25,000 for the period of October 1, 2010 to September 30, 2011. Seconded by Commissioner Clarke. Carried.

Commissioner Keefe moved the approval of Resolution #10-12-146, To Approve Inter-local Agreement for Special Police Services with Oneida Charter Township from January 1, 2011 through December 31, 2011. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #10-12-147, To Approve Interim Agreement for the Operation of the Juvenile Facility by the Family Division of the Circuit Court. Seconded by Commissioner Farhat. Carried.

Commissioner Keefe moved the approval of Resolution #10-12-148, to Approve 2010/2011 General Fund Budget Amendments. Seconded by Commissioner Pearl-Wright. Carried.

Commissioner Keefe moved the approval of Resolution #10-12-149, to Approve 2010/2011 Special Revenue Fund Budget Amendments. Seconded by Commissioner Harris. Carried.

Commissioner Keefe moved the approval of claims as audited by the Ways and Means Committee in the amount of \$443,718.20 and to accept the report of previously authorized payments. Seconded by Commissioner Farhat. Carried.

Commissioner Keefe moved the approval of Resolution #10-12-150, Establishing Commissioner Compensation and Mileage Reimbursement and Compensation for Non-Commissioner Members of Appointed Committees and Commissions, to be effective January 1, 2011. Seconded by Commissioner Baker.

Commissioner Abed moved to amend the resolution by deleting the 8th paragraph which references paid health insurance benefits for retired County Commissioners with at least twenty-five years of service. Seconded by Commissioner Hosey. Discussion followed. Roll Call vote. Ayes; Hosey, Abed, Strachan, Pearl-Wright, Keefe, Luna, Harris. Nays; Mulder, Farhat, Freeman, Forell, Baker, Barr, Clarke, Brehler. Motion on amendment failed.

Vote on original resolution. Carried. Nays; Commissioners Pearl-Wright and Abed.

Commissioner Keefe moved the approval of Resolution #10-12-151, to Approve Collective Bargaining Agreement with the Police Officers Labor Council for a three year period from October 1, 2009 through September 30, 2012. Seconded by Commissioner Luna. Carried.

There were no Public Comments.

Commissioner Comment. Commissioner Abed introduced her daughter Kimberly and thanked board members for their friendship.

Commissioner Pearl-Wright introduced her Mom, Phyllis Pearl, Son, Derek Wright, Brother, Rick Pearl and his wife Denise.

Commissioner Forell acknowledged those leaving the board for the time they served. Commissioner Baker wished everyone a Merry Christmas and Happy New Year.

Chairman Brehler stated it has been his privilege to serve as Chairman of the Board and with the Board members and noted that even though opinions may differ Board members still remain friends after meetings. He spoke of the dedication of Controller John Fuentes and Assistant Controller Connie Sobie, Department Heads and Elected Officials.

There was no Unfinished Business or Old Business.

New Business.

Chairman Brehler moved the approval of Resolution #10-12-152, Recognizing Jon W. Coleman for his years of service to Tri-County Regional Planning Commission. Seconded by Commissioner Freeman.

Commissioner Strachan moved to amend the resolution to change the word "management" to "planning". Amendment accepted. Carried unanimously.

Commissioner Pearl-Wright moved the approval of Resolution #10-12-153, to Continue the Eaton County Human Services Collaborative Council for another year. Seconded by Commissioner Mulder. Carried.

Chairman Brehler adjourned the meeting to Wednesday, January 3, 2011 at 7:00 PM and wished everyone a Merry Christmas and safe and Happy New Year.

Joseph C. Brehler /MFF
Chairman of the Board of Commissioners

M. Frances Fuller
Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION TO RECOGNIZE JON W. COLEMAN

Introduced by Commissioner Joseph Brehler

WHEREAS, Jon W. Coleman, Executive Director of the Tri-County Regional Planning Commission, will retire on January 31, 2011, after completing outstanding service to the tri-county region since 1975; and

WHEREAS, Jon W. Coleman received an undergraduate degree and a Master of Science Degree from Texas A&M University and spent four years with the Civil Engineers in the U.S. Air Force, leaving his tour of duty at the rank of Captain; and

WHEREAS, Jon W. Coleman has been the Executive Director of the Tri-County Regional Planning Commission since 1986, and has made many lasting contributions to his field of planning and to the region; and

WHEREAS, Jon W. Coleman has been elected to chair many committees and has held memberships with several associations; and

WHEREAS, Jon W. Coleman has earned the admiration and respect of his staff and colleagues for his dedication, enthusiasm, professionalism, humility, sense of humor, planning insights and hard work.

NOW, THEREFORE, BE RESOLVED, that the Eaton County Board of Commissioners recognizes Jon W. Coleman's excellent leadership and admirable service to the tri-county region; and

BE IT FURTHER RESOLVED, that the Board of Commissioners takes great pleasure in recognizing the significant professional achievements of Jon W. Coleman, and herewith expresses its sincere gratitude for the invaluable contributions he has made to the Tri-County Regional Planning Commission, and to the region.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County.



Chairman of the Board of Commissioners



Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION OF APPRECIATION FOR THERESA ABED

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved the approval of the following resolution.
Seconded by Commissioner Barr.

WHEREAS, Theresa Abed served for 4 years on the Eaton County Board of Commissioners from 2007 through 2010 and

WHEREAS, during the course of her tenure Theresa served on the Board's Health and Human Services and Information Technology and Communications Committees; and

WHEREAS, Theresa served as the Chair of the Information Technology and Communication Committee where her vision to increase and expand the flow of information between the Commission and its constituents through traditional and advanced technological means were advanced; and

WHEREAS, Theresa can now share more time with her family, as well as being able to increase her time spent on the many community activities that she has always been involved in; and

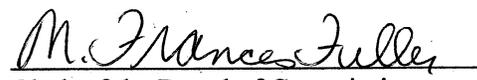
WHEREAS, the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the Public Service that Theresa has given to this community.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners, meeting in regular session this 15th day of December, 2010 do commend Theresa Abed for a job well done. We wish her well in her new endeavors; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County.

Carried unanimously.


Chairman of the Board of Commissioners


Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION OF APPRECIATION FOR LEO FARHAT

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved the approval of the following resolution.
Seconded by Commissioner Barr.

WHEREAS, Leo Farhat served for 8 years on the Eaton County Board of Commissioners from 2003 through 2010 and

WHEREAS, during the course of his tenure Leo served on many of the Board's Committees, including, the Health and Human Services, Information Technology and Communications, and Personnel Committees; and

WHEREAS, Leo also served on the Board of the Barry-Eaton District Board of Health, including most recently serving as its Chairman where he demonstrated his concern for the health and welfare of the citizens of the County; and

WHEREAS, Leo can now share more time with his family, as well as being able to increase his time spent on the many community activities that he has always been involved in; and

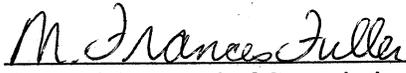
WHEREAS, the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the Public Service that Leo has given to this community.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners, meeting in regular session this 15th day of December, 2010 do commend Leo Farhat for a job well done. We wish him well in his new endeavors; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County. Carried.



Chairman of the Board of Commissioners



Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION OF APPRECIATION FOR ROGER HARRIS

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved the approval of the following resolution.
Seconded by Commissioner Hosey.

WHEREAS, Roger Harris served for 2 years on the Eaton County Board of Commissioners from 2009 through 2010 and

WHEREAS, during the course of his tenure Roger served on the Board's Public Works and Planning and Information Technology and Communications Committees; and

WHEREAS, Roger also served on the Parks Commission where he demonstrated his concern for the County's continued development of recreation activities for the citizens of the County; and

WHEREAS, Roger can now share more time with his family, as well as being able to increase his time spent on the many community activities that he has always been involved in; and

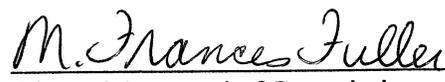
WHEREAS, the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the Public Service that Roger has given to this community.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners, meeting in regular session this 15th day of December, 2010 do commend Roger Harris for a job well done. We wish him well in his new endeavors; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County. Carried unanimously.



Chairman of the Board of Commissioners



Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION OF APPRECIATION FOR LINDA KEEFE

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved the approval of the following resolution.
Seconded by Commissioner Luna.

WHEREAS, Linda Keefe served for 4 and a half years on the Eaton County Board of Commissioners from May of 2006 through 2010 and

WHEREAS, during the course of her tenure Linda served on the Board's Health and Human Services and Public Safety Committees, as well as Chair of the Ways and Means Committee; and

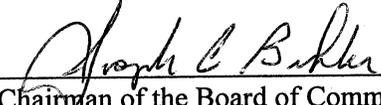
WHEREAS, Linda also served on the Tri-County Office on Aging Board and Capital Area Community Services where she demonstrated passion and concern for the welfare and safety for all citizens of the County; and

WHEREAS, Linda can now share more time with her family, as well as being able to increase her time spent on the many community activities that she has always been involved in; and

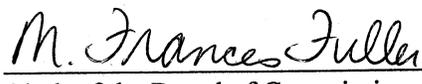
WHEREAS, the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the Public Service that Linda has given to this community.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners, meeting in regular session this 15th day of December, 2010 do commend Linda Keefe for a job well done. We wish her well in her new endeavors; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County. Carried Unanimously.



Chairman of the Board of Commissioners



Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION OF APPRECIATION FOR JEANNE PEARL-WRIGHT

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved the approval of the following resolution.
Seconded by Commissioner Farhat.

WHEREAS, Jeanne Pearl-Wright served for 6 years on the Eaton County Board of Commissioners from 2005 through 2010 and

WHEREAS, during the course of her tenure Jeanne served on the Board's Public Works and Planning and Ways and Means Committees, as well as serving as the Chair of the Health and Human Services Committee; and

WHEREAS, Jeanne also served as the Chairperson of the Human Services Collaborative Council where she demonstrated her passion for ensuring that the basic needs of all County residents were being met; and

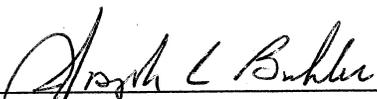
WHEREAS, the vision she shared to expand access to those in need of basic dental care became reality with the opening of the Eaton County Community Dental Clinic in early December 2010; and

WHEREAS, Jeanne can now share more time with her family, as well as being able to increase her time spent on the many community activities that she has always been involved in; and

WHEREAS, the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the Public Service that Jeanne has given to this community.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners, meeting in regular session this 15th day of December, 2010 do commend Jeanne Pearl-Wright for a job well done. We wish her well in her new endeavors; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County. Carried unanimously.


Chairman of the Board of Commissioners


Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION OF APPRECIATION FOR ART LUNA

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved the approval of the following resolution.
Seconded by Commissioner Barr.

WHEREAS, Art Luna served for 4 years on the Eaton County Board of Commissioners from 2007 through 2010 and

WHEREAS, during the course of his tenure Art served on the Board's Ways and Means, Public Safety, Health and Human Services Committees and as Chairman of the Public Works and Planning Committee; and

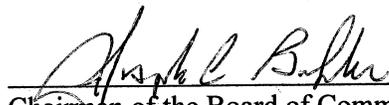
WHEREAS, Art also represented the County on the Eaton County Transportation Authority (EATRAN) Board and the Tri-County Regional Planning Commission where he demonstrated his concern for the continued advancement and development of the County within the greater Lansing (Tri-County) Region; and

WHEREAS, Art can now share more time with his family, as well as being able to increase his time spent on the many community activities that he has always been involved in; and

WHEREAS, the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the Public Service that Art has given to this community.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners, meeting in regular session this 15th day of December, 2010 do commend Art Luna for a job well done. We wish him well in his new endeavors; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County. Carried unanimously.


Chairman of the Board of Commissioners


Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION OF APPRECIATION FOR CAROL STRACHAN

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved the approval of the following resolution.
Seconded by Commissioner Hosey.

WHEREAS, Carol Strachan served for 4 years on the Eaton County Board of Commissioners from 2007 through 2010 and

WHEREAS, during the course of her tenure Carol served on the Board's Public Works and Planning, Information Technology and Communications, Public Safety and Health and Human Services Committees; and

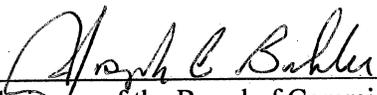
WHEREAS, Carol also served on the Barry-Eaton District Health Department Board and Tri-County Regional Planning Commission where she demonstrated her concern for the County's continued development and formalization of policy to ensure greater transparency within all of the County's operations; and

WHEREAS, Carol can now share more time with her family, as well as being able to increase her time spent on the many community activities that she has always been involved in; and

WHEREAS, the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the Public Service that Carol has given to this community.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners, meeting in regular session this 15th day of December, 2010 do commend Carol Strachan for a job well done. We wish her well in her new endeavors; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County. Carried unanimously.



Chairman of the Board of Commissioners



Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION OF APPRECIATION FOR DENISE CLARKE

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved the approval of the following resolution.
Seconded by Commissioner Forell.

WHEREAS, Denise Clarke served for 28 years on the Eaton County Board of Commissioners from 1983 through 2010 and

WHEREAS, during the course of her tenure Denise served on all of the Board's Committees, including serving as Chair of many of the Committees throughout her career, and serving her entire career as a member of the County's Public Safety Committee; and

WHEREAS, Denise also served on many other Boards and Commissions throughout her career and was always recognized by her colleagues for being true to her convictions and representing the County with grace and dignity; and

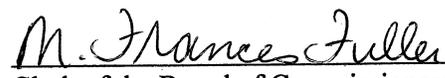
WHEREAS, Denise can now share more time with her husband Bob, who preceded Denise in representing the people of the County on the Board of Commissioners for 8 years, children and grandchildren, as well as being able to increase her time spent on the many community activities that she has always been involved in; and

WHEREAS, the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the many years of Public Service that Denise has given to this community.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners, meeting in regular session this 15th day of December, 2010 do commend Denise Clarke for a job well done. We wish her well in her new endeavors; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County. Carried unanimously.


Chairman of the Board of Commissioners


Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

RESOLUTION TO APPOINT COUNTY MEDICAL EXAMINER

Introduced by the Public Safety Committee

Commissioner Freeman moved the approval of the following resolution.
Seconded by Commissioner Keefe.

WHEREAS, the Board of Commissioners, by resolution created the Office of the County Medical Examiner; and

WHEREAS, Dr. Michael Markey, a duly licensed physician in the State of Michigan has indicated his interest in continuing to serve the County as Medical Examiner; and

WHEREAS, the Public Safety Committee is recommending the appointment of Dr. Markey as County Medical Examiner, effective January 1, 2011, for the four year term expiring December 31, 2014; and

WHEREAS, Dr. Joyce DeJong, Dr. Philip Croft, Dr. Michelle Elieff and Dr. John Bechinski have indicated their willingness in serving the County as Deputy Medical Examiners.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners appoints Dr. Michael Markey, as County Medical Examiner to a term expiring December 31, 2014; and

BE IT FURTHER RESOLVED, that the Board of Commissioners appoints Dr. Joyce DeJong, Dr. Philip Croft, Dr. Michelle Elieff and Dr. John Bechinski as Deputy Medical Examiners; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is authorized to sign any necessary documents. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO APPROVE 2011 PERSONNEL POLICY REVISIONS; REVISIONS TO THE
DISABILITY PLAN DOCUMENT AND CONTROLLER'S ADMINISTRATIVE POLICY**

Introduced by the Ways & Means Committee

Commissioner Keefe moved the approval of the following resolution.
Seconded by Commissioner Luna.

WHEREAS, the Board of Commissioners has adopted a Personnel Policy for employees and adopted the Plan Document for the County's Disability program; and

WHEREAS, the Ways & Means Committee has reviewed and is recommending approval of the proposed revisions to the previously adopted personnel policy, to be effective January 1, 2011; and

WHEREAS, the Ways & Means Committee has also reviewed and is recommending approval of the proposed revisions to the County's Disability Program Plan Document; and

WHEREAS, the Ways & Means Committee has also reviewed and is recommending approval of the proposed administrative policy for the Controller to formalize the procedure for addressing requests made by Department Heads and Elected Officials for flexibility in starting salaries for new hires.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the revisions to the Personnel Policy, effective January 1, 2011; the revisions to the Disability Plan Document and the administrative policy of the Controller providing for flexibility in the starting salary of new employees under certain circumstances, as presented. Carried.

receive group health coverage benefits from another source, said retiree will not be permitted at a later date, to re-enter the Employer's group health coverage program.

Article I – Insurance – Section 2 - Health Insurance – Retirees Hired Prior to January 1, 2006 – (f) Continuation of County's Group Health Coverage – Page 14

(f) Continuation of County's Group Health Coverage. Any employee hired prior to January 1, 2006 who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System (MERS) or (2) is retired due to non-duty disability as determined by MERS may remain on the County's group health insurance plan by pre-paying the full amount (partial monthly payments will not be permitted) of the premium on a ~~quarterly~~ **monthly** basis if permitted by the insurance carrier. Procedure for such payment will be established by the County.

Article I – Insurance – Section 6. Disability Plan. – Page 14

(a) Coverage. The County provides disability (sickness & accident) insurance coverage for all regular full time employees. The coverage will be applicable to non-work related disabilities (including pregnancies), as set forth in the plan document. The coverage is available only for employees who are temporarily disabled and have a physician's excuse indicating a projected return to work date. If an employee fails to return to work on a full time (40 hours/week) basis, or returns to work from a disability leave and resigns prior to the completion of ninety (90) days of employment, they shall be required to reimburse the County for any disability benefits received during their leave, unless the reason for not returning or not completing the ninety (90) day period is that the employee cannot medically return to work on a full time basis. During the time an employee is off of work on the Disability Program, they shall have no other employment. The coverage shall provide the following:

66 2/3% of basic weekly earnings to a maximum of \$435 for 26 weeks maximum, commencing the first day of an accident and the eighth day of an illness. Employees must complete the necessary Disability Leave Medical Form and Application prior to going off on disability unless it is an emergency leave (such as an injury that may have been caused as a result of a car accident or other unforeseen event). If the disability leave is an emergency, employees must obtain the necessary forms and paperwork, complete and return to the Controller's Office. ~~in a timely manner~~ **Minimally, the Controller's Office must be notified in writing within 3 business days of the date the disability leave begins. If written documentation is not received within 3 business days, the disability leave will begin the date the forms are received by the Controller's Office and will not be applied retroactively to the date of occurrence. If paperwork is not returned in a timely manner, this may cause a delay in processing an employee's disability pay.**

STATE of MICHIGAN, COUNTY of EATON

FILED

DEC 15 2010

M. FRANCES FULLER
EATON COUNTY CLERK

2011 Proposed Personnel Policy Changes

Article I – Insurance – Section 2 - Health Insurance – Retirees Hired Prior to January 1, 2006 – (a) Eligibility - No. (3) – Page 13

(3) Is an employee who retires with twenty-five (25) years of service (as defined in (1) above) and has not attained the age of fifty-five (55) and who maintains the Employer's group health insurance plan by paying the full amount of the premium on a pre-paid ~~quarterly basis~~ monthly basis or is continuously enrolled in some other type of group health coverage program. Premiums must be paid in full the month prior to the insurance coverage, and at no time will the former employee be allowed to stay on the policy if payment is not received at the specified date prior to the month the coverage is effective. When said employee reaches age 55, he becomes eligible for County paid group health coverage as provided herein, provided the employee can document continuous group health coverage from the date of retirement.

Article I – Insurance – Section 2 - Health Insurance – Retirees Hired Prior to January 1, 2006 – (d) Spouse Coverage. – Page 14

For all employees hired after January 1, 2001, spouses may continue to be covered by the Employer's health insurance plan, at the employee's expense. Premiums must be paid in full the month prior to the insurance coverage, and at no time will the spouse be allowed to stay on the policy if payment is not received at the specified date prior to the month the coverage is effective.

In the event of the employee's death, the spouse (at time of retirement) may continue coverage as described in this Section at the County's expense. (For all employees hired after January 1, 2001, the coverage shall be provided at the spouse's expense. Premiums must be paid in full the month prior to the insurance coverage, and at no time will the spouse be allowed to stay on the policy if payment is not received at the specified date prior to the month the coverage is effective.)

In the event of the death or divorce of the employee's spouse (the person married to the employee at the time of his retirement) and if the employee remarries, that new spouse may be covered at the employee's expense. Premiums must be paid in full the month prior to the insurance coverage, and at no time will the spouse be allowed to stay on the policy if payment is not received at the specified date prior to the month the coverage is effective.

If any employee is single at the time of retirement and later marries, that new spouse may be covered at the employee's expense. Premiums must be paid in full the month prior to the insurance coverage, and at no time will the spouse be allowed to stay on the policy if payment is not received at the specified date prior to the month the coverage is effective.

Article I – Insurance – Section 2 - Health Insurance – Retirees Hired Prior to January 1, 2006 – (e) – Page 14

A retiree may completely and totally withdraw from the Employer's group health coverage. It should be noted that in the event a retiree withdraws from the Employer's group health coverage and does not

Coverage for eligible employees begins on the first day of the month following 30 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

In the event of an illness, the employee must use accumulated leave time (if they have accumulated leave time) for the first 40 hours. An employee may use accumulated sick leave, annual leave, personal leave, or compensatory time (non-exempt employee) to make up the difference between the disability rate of compensation and the employee's normal rate of pay.

Before returning to work, the employee must present a doctor's certificate that they can perform all the duties of the position to which they are returning.

The Employer shall continue to pay the cost of the life, sickness, dental and Employer portion of the health insurance premiums for the length of the disability.

The employee shall continue to pay the cost of the employee portion of the health insurance premiums for the length of the disability.

(b) Limited Duty. At times, an employee who has suffered an accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Department Head's judgment relative to need, availability, costs and physical limitations, such employee may be utilized for limited duty. The employee may be assigned to any shift, as determined by the Department Head. **Restrictions set by the physician apply to both work and home.**

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the Employer's designated physician to the Department Head.

When an employee is approved for normal duty by the appropriate physician he/she shall immediately notify the Department Head and present proper medical certification.

Article 4 – Retirement - Section 2. Early Retirement. Page 22

Section 2. Early Retirement. The Plan currently provides for no reduction in pension for those employees who retire and are less than 60, but at least 55 years of age with 25 years or more of credited service (Benefit Program F55/25).

An employee who retires from Eaton County in accordance with MERS guidelines and is immediately eligible to draw their pension, will not be rehired into the County **unless all criteria set forth by current MERS policy is met.** ~~as a regular full time or a regular part time employee as outlined in Article 17, Classification of Employees.~~ For additional information regarding current MERS policy regarding this issue, contact the Controller's Office. Retirees that were rehired and began working prior to January 1, 2011 are exempt under MERS policy.

DISABILITY INCOME PLAN

FOR THE EMPLOYEES OF

EATON COUNTY

(Effective January 1, 1999)

Revised January 2011

I N D E X

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GENERAL INFORMATION

PLAN ADMINISTRATOR

The Administrator of this Disability Income Plan is:

County of Eaton
1045 Independence Blvd.
Charlotte, MI 48813-1095
Fed. I. D. No. 38-6004847

PLAN YEAR

The Benefit Year for benefit processing purposes is January 1, through December 31 of each given year.

EFFECTIVE DATE OF THE PLAN

January 1, 1999

THIS PLAN

This Disability Plan is provided by the County of Eaton for their Eligible Employees. The benefits described in these pages take precedence over, and replace any plan or literature previously furnished.

Requests for benefits other than those to which an Employee is entitled in accordance with this Disability Plan, cannot be accepted.

DISABILITY INCOME PLAN

SCHEDULE OF BENEFITS

	<u>Benefits</u>
<u>Disability Income Plan</u>	
Waiting Period: Accident Sickness	First Day Eighth Day
Percent of Pay	66 2/3% of Base Wage/Salary
Maximum Benefit	Not to Exceed \$345 \$435 per Week
Maximum Benefit Period	26 Weeks

Please Note:

A partial week of disability will be calculated on the basis of ~~one-seventh (1/7th)~~ of a Covered Employee's weekly amount for each day of disability a Monday – Friday, 40 hour work week.

Periods of disability related to the same cause and separated by less than two (2) consecutive weeks of full-time employment will be considered as one (1) period of disability. Periods of disability for unrelated causes must be separated by at least one (1) day of full-time work to qualify as separate disabilities. **Disability leave for related or unrelated causes will not exceed 26 weeks in a 12 month period. An eligible employee who has completed the waiting period (first of the month following 30 days of employment) may utilize the County's Disability Leave. The first date of disability begins the twelve (12) month period measured forward.**

All disability time will be used concurrently with available FMLA time.

DEFINITIONS

Certain words and phrases used in this Plan are listed below, along with the definition or explanation of the manner in which the term is used for the purpose of this Plan.

Masculine pronouns used shall include masculine or feminine gender unless the context indicates otherwise.

ACCIDENTAL INJURY

An "Accidental Injury" is ~~an injury caused by an object or chemical agent~~ a new bodily injury that is the direct result of an accident, that is not related to any other cause, and which in and of itself results in your Disability within 45 days.

ACTIVELY AT WORK

The term "Actively at Work" means the active expenditure of time and energy in the service of the County. A Participant shall be deemed actively at work on each day of a regular paid vacation, or a regular non-working day on which he is not totally disabled, provided he is actively at work on the last preceding regular working day.

AMENDMENT

The term "Amendment" means a formal document that changes the provisions of the Plan, duly signed by the authorized person or persons as designated by the Plan Administrator.

BASE WAGE

Base Wage means the Covered Person's weekly or monthly rate of earnings from the County of Eaton in effect immediately prior to the date disability begins. It does not include:

- a. Bonuses;
- b. Overtime Pay; or
- c. Any other extra compensation.

BENEFIT PERCENTAGE

The term "Benefit Percentage" means that portion of eligible expenses to be paid by the Plan in accordance with the coverage provisions as stated in the Plan.

BENEFIT YEAR

The term "Benefit Year" means a period of time commencing with the effective date of the Plan or the Plan Anniversary, and terminating on the date of the next succeeding Plan Anniversary. The Benefit Year is January 1 through December 31.

CLAIM

The term "Claim" means a request by a Covered Person for a benefit under this Plan.

CLAIMANT

The term "Claimant" means a person who claims to be entitled to a benefit under this Plan.

COUNTY

The term "County" means Eaton County.

COVERED PERSON

The term "Covered Person" means any Employee meeting the eligibility requirements for coverage as specified in this Plan, and properly enrolled in the Plan.

FULL-TIME EMPLOYMENT

The term "Full-Time Employment" means a basis whereby an Employee is employed by the County for a minimum of forty (40) hours per week. Such work may occur either at the usual place of business of the County or at a location to which the business of the County requires the Employee to travel, and for which he receives regular earnings from the County.

ILLNESS

The term "illness" means a bodily disorder, disease, physical sickness, mental infirmity, or functional nervous disorder of a Covered Person. A recurrent illness will be considered one illness. Concurrent illnesses will be considered one illness. All such disorders existing simultaneously which are due to the same or related causes shall be considered one illness.

INJURY

The term "Injury" means a condition caused by accidental means which results in damage to the Covered Person's body from an external force. Any loss which is caused by or contributed to by a hernia of any kind will be considered a loss under the definition of illness, and not as a loss resulting from accidental injury.

NAMED FIDUCIARY

The term "Named Fiduciary" means Eaton County which has the authority to control and manage the operation and administration of the Plan.

PLAN

The term "Plan" means without qualification the Eaton County Disability Income Plan.

PLAN ADMINISTRATOR

The term "Plan Administrator" means the County, which is responsible for the day-to-day functions and management of the Plan. The Plan Administrator may employ persons or firms to process claim and perform other Plan connected services.

TOTAL DISABILITY (Totally Disabled)

The term "Total Disability" means a physical state of a Covered Person resulting from an illness or injury, which commenced after the date a person becomes covered under this Plan, which wholly prevents their engaging in any and all work for compensation or profit.

DISABILITY INCOME PLAN TERMS AND CONDITIONS

INTRODUCTION

The purpose of Disability Income is to provide an eligible employee with some weekly income if they are unable to work due to a non-occupational illness or injury. The injury or illness must be covered by the County's Medical Plan and must totally disable the Employee from performing employment duties.

This Plan is self-funded. That is, the County contributes to a Fund and Plan benefits are paid from this Fund. This Plan conforms with all federally mandated laws and/or regulations pertaining to employee benefits.

FINANCING

Weekly Disability Income coverage for Eligible Employees is paid 100% by the County of Eaton. An employee may use accumulated sick leave, annual leave, personal leave, or compensatory time (non-exempt employee) to make up the difference between the S & A rate of compensation and the employee's normal rate of pay. **An employee must use any accumulated sick leave, annual leave, personal leave or compensatory time for the initial waiting period.**

WHO MAY RECEIVE BENEFITS

Employees who work full-time, at least 40 hours per week are eligible for Weekly Disability Income Benefits.

CHANGES IN ENROLLMENT

The Personnel Office must be notified immediately if any changes occur which affect eligibility.

WHEN COVERAGE BEGINS

New employees will be covered the first day of the month following thirty (30) days of full-time employment. ~~if the enrollment card has been properly completed.~~

If a veteran makes application for employment reinstatement as defined by the Veteran's Re-Employment act, coverage will begin the first day of return to work. However, if an Employee is not at work on the effective date described above, coverage will begin the date he/she returns to work.

WHEN COVERAGE STOPS

Coverage will stop the day that employment terminates, an Employee retires or an Employee is no longer eligible.

LIMITATIONS AND CONDITIONS

Benefits from this Plan apply to treatment received while covered by the Plan for non-occupational injuries and illnesses which are covered under the County of Eaton's Medical Plan. Non-occupational illnesses or injury is an illness or injury that does not arise out of or in the course of employment **at the County or any other employment.**

Benefits will be paid only for disabilities, which are certified by a licensed physician, dentist, podiatrist, psychiatrist or certified consulting psychologist. Such certification must indicate a projected return to work date. During the time an employee is off of work on the Sickness and Accident Program, they shall have no other employment. **While receiving benefits for non-occupational injuries and illness, the employee shall comply with any restrictions deemed necessary by the physician during their recuperation.**

It is the employee's duty to provide and furnish the County with all information and records that are relevant to the determination of eligibility for benefits. The County does not pay fees charged for submitting required information to County. Any such costs are the employee's responsibility.

A covered employee is expected to return to work on the date indicated by the treating physician. If an extension is required, a supplemental physician's statement must be supplied to the County. Before returning to work, the employee must present a physician's certificate that they can perform all of the duties of the position to which they are returning.

FULL MATERNITY

Disability caused by pregnancy or complications of pregnancy will be covered on the same basis as a covered illness.

LIMITED DUTY

At times, an employee who has suffered an accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Department Head's judgment relative to need, availability, costs and physical limitations, such employee may be utilized for limited duty. **The employee may be assigned to any shift, as determined by the Department Head. Restrictions set by the physician apply to both work and home.**

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the Employer's designated physician to the Department Head. **Limited duty is described in the County Personnel Policy or Collective Bargaining Agreements.**

When an employee is approved for normal duty by the appropriate physician, he/she shall immediately notify the Department Head and present proper medical certification.

MENTAL ILLNESS BENEFIT

Benefit for disability due to mental illness will be payable under this plan up to the Maximum Benefit stated in the Schedule of Benefits, if that type of mental illness is covered by the County's Medical Plan.

EXCLUSIONS

Benefits will not be paid for:

Injuries or illness not covered under the Eaton County Medical Plan
and

Loss caused by War or any act of War declared or undeclared. Military Leave for active duty, including training duty, the National Guard, or any reserve component of the military forces. ~~By war or acts of war (declared or undeclared); by participating in a riot or crime; while serving in the armed forces of any country; or while confined in a penal or correctional institution.~~

Criminal Conduct. An employee is not covered as a result of engaging in an illegal activity or participating in a riot or violent disorder.

Imprisonment in a penal or correctional institution.

Intentional self-inflicted injury/suicide while sane or insane.

A disability arising out of the course of employment (outside of Eaton County) for wage or profit.

ASSIGNMENTS

The dollar benefits provided under this Plan are not assignable. Any purported assignment of any rights, benefits or interest of any covered individual is void.

RIGHT OF RECOVERY

When payments have been made in excess of the amount necessary to satisfy Plan benefits, the County will have the right to recover these excess payments from persons to whom payments were made.

SUBROGATION

The Employer is subrogated to the extent of any payment under this Plan to all of the Employee's rights of recovery from any other person and under any insurance policy, or plan of benefits which would be obligated to pay benefits to the Employee. The Employee shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount recovered shall be apportioned as follows: The Employer shall be reimbursed first to the extent of its payment under this Plan. If any balance remains from such recovery, it shall be applied to

reimburse the Employee and any other plan providing benefits to the Employee as the interest may appear. If the Employer incurs attorney fees in order to pursue its subrogation interest, the Employee shall be obligated to reimburse the Employer in full out of any amount recovered.

HOW TO FILE A CLAIM

An eligible employee who needs to utilize the County's Short Term Disability Leave must obtain the proper forms from the Personnel Office. The Payroll & Insurance Specialist or other designated individual of the Controller's Office will review the forms and procedures with the employee (see attached). ~~The Personnel Office has disability claim forms (see attached).~~ A covered employee must complete this form, along with their doctor. Minimally, the Controller's Office must be notified in writing within 3 business days of the date the disability leave begins. If written documentation is not received within 3 business days, the disability leave will begin the date the forms are received by the Controller's Office and will not be applied retroactively to the date of occurrence.

WHAT HAPPENS WHEN A CLAIM IS FILED

After a claim has been submitted, it will be reviewed by the County and the covered employee will receive a copy of the claim form indicating whether or not it is approved for payment. If approved, the written explanation will indicate the amount to be paid. If denied, the covered employee will receive an explanation for the denial or they will receive a request for additional information.

HOW CLAIMS ARE TO BE PAID

Payment will be made directly to the covered employee on a bi-weekly basis through the normal County payroll process.

RIGHT OF EXAMINATION

If necessary to assist in making a benefit determination, the Plan may request that the employee be examined by a doctor selected and paid by the Plan. If a covered employee chooses not to comply with this request, benefits will be denied.

DISPUTED CLAIMS

If a covered employee believes a claim has been incorrectly considered or denied, they may request a second review. Their request must (1) be in writing within 60 days of receiving the benefit or denial; (2) a covered employee must describe the benefits they claim; (3) state the reasons for their claim; and (4) include any information requested by the County. The County will afford a reasonable opportunity to anyone whose claim for these benefits has been denied for a full and thorough review of the decision and the County will respond in writing within 60 days.

December 15, 2010

Requests for Salary Flexibility for New Hires

The Ways and Means Committee grants the flexibility of starting salaries for new hires to the Controller as follows:

The Controller is authorized to approve requests made by department heads and elected officials for new hires to receive a starting salary based on the current 1-year salary schedule within the existing pay classification for the position being filled.

The Controller is also authorized to consider requests made by departments and elected officials to receive a starting salary which exceeds the 1-year salary within the existing pay classification, if in their judgment, relevant, similar experience of the potential candidate exceeds the rate for which the request is being made.

Requests made by department heads and elected officials that do not meet the criteria above, may be made to the Ways and Means Committee at its next regular meeting.

No requests shall be considered by the Controller that exceeds the current pay classification of the position being refilled. Such requests must be considered through the adopted reclassification procedure.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO AUTHORIZE APPLICATION FOR
AN INTEROPERABLE EMERGENCY COMMUNICATION GRANT**

Introduced by the Ways and Means Committee

Commissioner Keefe moved the approval of the following resolution.
Seconded by Commissioner Baker.

WHEREAS, the Michigan State Police Emergency Management and Homeland Security Division has grant funds available through the U.S. Department of Homeland Security through the Region One Planning Board; and

WHEREAS, the purpose is to improve interoperable emergency communications capabilities across states, territories, local and tribal governments and support the implementation of the Statewide Communication Interoperability Plans; and

WHEREAS, the total Eaton County allocation is \$8,356.50; and

WHEREAS, the Eaton County Sheriff Department has received requests from agencies within Eaton County to purchase equipment under this regional grant agreement; and

WHEREAS, the required matching fund are \$2,089.13 and have been identified by the local agencies receiving equipment.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners approves Eaton County's participation in the Interoperable Emergency Communication Grant; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the granting agency; and

BE IT FURTHER RESOLVED, that the Chairperson or his designee is authorized to sign any necessary documents pertaining to the County's participation. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO APPROVE THE APPLICATION
AND ACCEPTANCE OF
THE OFFICE OF HIGHWAY SAFETY PLANNING
ELECTRONIC CRASH CAPTURE AND SUBMISSION PROJECT GRANT**

Introduced by the Ways and Means Committee

Commissioner Keefe moved the approval of the following resolution.
Seconded by Commissioner Barr.

WHEREAS, the Michigan State Police, Office of Highway Safety Planning has grant funds available for the Electronic Crash Capture and Submission projects for the period of October 1, 2010 through September 30, 2011; and

WHEREAS, crash reports are submitted to the Michigan State Police for each crash resulting in approximately 400,000 crash reports. The Michigan State Police is able to accept the reports electronically now, which has improved efficiencies on both the law enforcement agency submission and the Michigan State Police's acceptance of the reports; and

WHEREAS, the Eaton County Sheriff Department would like to utilize these grant funds for the purpose of developing an electronic crash capture and submission program to enhance the processing of reports; and

WHEREAS, the Sheriff's Office grant allocation is \$86,303; and

WHEREAS, the total cost of the system, as quoted through the current Public Safety software system vendor, is \$131,884 making the required matching funds for the project \$45,581 identified from drug forfeiture funds; and

NOW, THEREFORE, BE IT RESOLVED, that the Sheriff be authorized to apply for and accept the Electronic Crash Capture and Submission grant through the Office of Highway Safety Planning pending the availability of matching funds via the deposit of drug forfeiture funds; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the granting agency; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners or his designee is authorized to sign all necessary contracts and documents. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO AUTHORIZE APPLICATION AND ACCEPTANCE FOR
MENTAL HEALTH SERVICES FOR DRUG COURT**

Introduced by the Ways and Means Committee

Commissioner Keefe moved the approval of the following resolution.
Seconded by Commissioner Clarke.

WHEREAS, the Office of Drug Control Policy has Byrne Memorial Grant funds available through an inter-agency agreement with the Michigan State Court Administrative Office; and

WHEREAS, the District Court has operated an Adult Drug Court since 1997; and

WHEREAS, the grant would provide funding to provide mental health services to qualified drug court participants through a subcontract with CMH to provide the majority of mental health services; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the District Court to submit a grant application in an amount not to exceed \$25,000 for the period of October 1, 2010 to September 30, 2011; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents. Carried.



EATON COUNTY OFFICE OF THE SHERIFF

Inter-Local Agreement for Special Police Services

This Contract is entered into by and between The Township of Oneida, Michigan (Hereafter referred to as the Township), and The Eaton County Sheriff's Office and The Eaton County Board of Commissioners (Hereafter referred to as The Sheriff's Office). The term of this Agreement shall begin on January 1, 2011, and shall continue through its termination date of December 31, 2011.

With Approval of the Oneida Township Board of Trustees and the Eaton County Board of Commissioners. The specific terms of this Contract are as follows:

1. The Township will allocate the sum of \$60,000.00, payable in equal monthly installments, for Special Police Services within the boundaries of the Township during the contract period.
2. Fully sworn, uniformed members of the Sheriff's Office, in a patrol car will be assigned to Oneida Twp. and provide enforcement of state laws and Oneida Township Ordinances within the Township an average of 3.5 hours per day during the contract period.
3. In consideration of this agreement, the Township agrees that it shall pay the County of Eaton the Sum of \$50.00 per hour to cover overtime wages & benefits and vehicle operation costs for all hours when a Deputy performing under this Contract is entitled to overtime benefits under Eaton County's personnel policies.
4. It is understood, the Sheriff's Office may seek reimbursement from the Township for the actual cost of any hours a Deputy is subpoenaed to court on an enforcement action taken while on special assignment to the Township.
5. As necessary, violations of Oneida Ordinances will be prosecuted at Township expense by the Township Attorney. The Township may seek recovery of all costs of prosecution from violators of Township Ordinances under the Victims Rights Act, the Municipal Civil Infraction Act or other applicable laws.
6. The Sheriff's Office will provide the Township an incident report of enforcement action taken in the Township, along with copies of all citations or warnings issued.
7. Deputies assigned to patrol Oneida Township in accordance with this agreement shall be considered employees of Eaton County for all purposes and not employees of Oneida Township. Eaton County shall remain liable for the activities of the officers assigned to patrol Oneida Township under this Contract as if they were acting within their usual role as Eaton County Sheriff's Deputies.
8. Either party may terminate this Contract by providing 30 days written notice to the other party. In the event of early termination of this agreement, any remaining sums payable under this agreement shall be prorated to the date that services are discontinued.
9. This Contract shall be construed in accordance with the laws of the State of Michigan. Any dispute regarding this agreement shall be brought in the Eaton County Circuit Court.

This Contract may not be modified in any manner unless in writing and signed by both Parties. This document and any attachments hereto constitute the entire agreement between the Parties. This Contract shall be binding upon the Parties, their successors, heirs and assignees and shall be enforced under the laws of the State of Michigan. Carried.

For Oneida Township,

For Eaton County Sheriff's Office,

For the County of Eaton,

Donald F. Cooley

Michael D. Raines

Joseph C. Brehler

Oneida Twp. Supervisor

Eaton County Sheriff

Chairman, Board of Commissioners

Date: _____

Date: _____

Date: _____

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO APPROVE INTERIM AGREEMENT
FOR THE OPERATION OF THE JUVENILE FACILITY**

Introduced by the Ways and Means Committee

Commissioner Keefe moved the approval of the following resolution.
Seconded by Commissioner Farhat.

WHEREAS, the Board previously adopted an agreement to allow the Juvenile Facility to continue to be operated under the direction of the Family Division of the Circuit Court; and

WHEREAS, such agreement expires December 31, 2010; and

WHEREAS, the Ways and Means Committee has reviewed the operation of the Juvenile Facility over the past year and feels that it should remain under the operation of the Family Division of the Circuit Court.

NOW THEREFORE BE IT RESOLVED, that the Agreement be extended for another year to expire on December 31, 2011. Prior to such time, it will be reviewed again by the Ways and Means Committee. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO APPROVE
2010/2011 GENERAL FUND BUDGET AMENDMENTS**

Introduced by the Ways and Means Committee

Commissioner Keefe moved the approval of the following resolution.
Seconded by Commissioner Pearl-Wright.

WHEREAS, the Eaton County 2010/2011 Appropriations Act of September 15, 2010 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of \$2,500.00 or any amendment to increase the total budget of any fund or department in excess of \$2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and

WHEREAS, such amendments are needed in order to comply with the Uniform Budgeting and Accounting Act of 1978, P.A. 621.

NOW, THEREFORE BE IT RESOLVED, that the following budget amendments be approved and added to the 2010/2011 Eaton County Budget:

DISTRICT COURT - 136

Increase	Salary and Fringe	\$ 38,700
Increase	District Court Revenue	\$ 38,700

To increase Salary and Fringe for the addition of a Deputy Clerk position to assist with revenue collections and case load in the Civil Division funded with the increased revenue collections for this fiscal year by the Court.

CAPITAL OUTLAY - 901

Increase	Sheriff Equipment	\$ 3,969
Increase	Sheriff-Delta Equipment	\$ 3,969
Increase	Fund Balance Carryover	\$ 7,938

To increase the total budget for the required grant match for the Public Safety Interoperable Communications Grant project through Homeland Security budgeted in 2009/2010 as discussed at Public Safety Committee.

TRANSFERS OUT - 999

Increase	Transfers Out	\$ 7,486
Decrease	Contingency	\$ 7,486

To increase Transfers Out for unanticipated construction bond cost. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO APPROVE
2010/2011 SPECIAL REVENUE FUND BUDGET AMENDMENTS**

Introduced by the Ways and Means Committee

Commissioner Keefe moved the approval of the following resolution
Seconded by Commissioner Harris.

WHEREAS, the Eaton County 2010/2011 Appropriations Act of September 15, 2010 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of \$2,500.00 or any amendment to increase the total budget of any fund or department in excess of \$2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and

WHEREAS, such amendments are needed in order to comply with the Uniform Budgeting and Accounting Act of 1978, P.A. 621.

NOW, THEREFORE BE IT RESOLVED, that the following budget amendments be approved and added to the 2010/2011 Eaton County Budget:

RESOURCE RECOVERY – 228

Increase	Local Projects	\$ 25,648
Increase	Fund Balance Carryover	\$ 25,648

To increase budget for projects approved by the Public Works and Planning Committee for a total budget of \$137,044.

RESOURCE RECOVERY – 228

Increase	Contractual	\$ 31,655
Increase	Fund Balance Carryover	\$ 31,655

To increase budget for feasibility study for the Qualified Energy Conservation Program.

COMPUTER FUND – 298

Increase	Computer Equipment	\$ 216,698
Increase	Fund Balance Carryover	\$ 216,698

To increase budget for 2009/2010 carry over projects as discussed by the Information Technology and Communications Committee.

To carryover budgets from 2009/10 for the following projects:

- Central Dispatch - \$39,298
- GIS/3D/Internet Mapping - \$60,000
- Laserfiche Document Imaging - \$15,000
- Infrastructure/Security Analysis and Redesign - \$59,800
- Citrix (remote access, virtualization) - \$32,000
- Misc. Peripheral Devices - \$10,600

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION ESTABLISHING
COMMISSIONER COMPENSATION AND MILEAGE REIMBURSEMENT AND
COMPENSATION FOR NON-COMMISSIONER MEMBERS OF APPOINTED
COMMITTEES AND COMMISSIONS, TO BE EFFECTIVE JANUARY 1, 2011**

Introduced by the Ways and Means Committee

Commissioner Keefe moved the approval of the following resolution.
Seconded by Commissioner Baker.

WHEREAS, the Board of Commissioners is empowered to determine its own compensation, as well as non-commissioner members of various other committees, commissions and agencies; and

WHEREAS, the Board of Commissioners is desirous of revising that compensation.

NOW, THEREFORE, BE IT RESOLVED, that commencing January 1, 2011, members of the Board of Commissioners shall receive an annual salary, payable monthly, as stated below:

1. The Chairperson of the Board of Commissioners shall receive an \$8,978.00 per year salary.
2. The Vice-Chairperson of the Board of Commissioners shall receive an \$8,123.00 per year salary and is not entitled to any additional compensation as stated in #3 below.
3. The Chairperson of the Ways and Means Committee shall receive an \$8,123.00 per year salary.
4. All other Commissioners shall receive \$7,743.00 per year salaries; and

BE IT FURTHER RESOLVED, that provided that the following payments are not prohibited by statute, each Eaton County Commissioner shall receive, in addition to their annual salary, a \$35.00 per meeting payment. The \$35.00 payment is applicable for attendance at Board of Commissioners meetings, Board of Commissioners Committee meetings, or to any meeting attended by an Eaton County Commissioner when he/she is appointed by the Board of Commissioners or the Chairperson to that board or agency or is instructed to attend a meeting by the Board of Commissioners or by the Chairperson; and

BE IT FURTHER RESOLVED, that if a Commissioner attends a meeting to which they are entitled per meeting payment and mileage and if that meeting provides a per meeting payment and mileage, separate from the County's payment system, they shall be compensated through that agency's procedures in lieu of payment from the County; and

BE IT FURTHER RESOLVED, that non-commissioner members of committees, commissions or agencies who are appointed by the Board of Commissioners, shall receive a payment of \$35.00 per meeting, provided that those payments are not prohibited by statute; and

BE IT FURTHER RESOLVED, that if a non-commissioner attends a meeting to which they are entitled per meeting payment and mileage and if that meeting provides a per meeting payment and mileage, separate from the County's payment system, they shall be compensated through that agency's procedures in lieu of payment from the County; and

BE IT FURTHER RESOLVED, that individuals who have served as an Eaton County Commissioner for at least twenty-five years are eligible for health insurance coverage paid for by the County. These individuals will be eligible as they continue their service as a Commissioner and after they are no longer active as a Commissioner. The health insurance coverage is provided in accordance with the Eaton County Personnel Policy (effective January 1, 2007), Article 1, Insurance, Section 2, Health Insurance-Retirees. All other Commissioners shall be eligible to be covered under the County's health insurance program by paying for the coverage. This coverage shall apply as they continue their service as a Commissioner and after they are no longer active as a Commissioner; and

BE IT FURTHER RESOLVED, that the Commissioners shall receive mileage reimbursement at the most current allowable rate set by the Internal Revenue Service for travel to meetings other than those held at the Eaton County Complex; and

BE IT FURTHER RESOLVED, that all prior resolutions of this Board on this subject are repealed effective January 1, 2011. Carried. Nays; Commissioner Pearl-Wright and Abed.

December 9, 2010

COMMISSIONER COMPENSATION

	<u>CHAIRPERSON</u>	<u>VICE-CHAIR FINANCE CHAIR</u>	<u>OTHER</u>	<u>OTHER INCREASE (%)</u>	
1989	\$4,200 \$350.00	\$3,900 \$325.00	\$3,600 \$300.00		
1991	\$4,800 \$400.00	\$4,500 \$375.00	\$4,200 \$350.00	\$600	16.7%
1993	\$5,500 \$458.33	\$4,900 \$408.33	\$4,600 \$383.33	\$400	9.5%
1995	\$5,800 \$483.33	\$5,200 \$433.33	\$4,900 \$408.33	\$300	6.5%
1997	\$6,300 \$525.00	\$5,700 \$475.00	\$5,300 \$441.67	\$400	8.2%
1999	\$7,000 \$583.33	\$6,100 \$508.33	\$5,700 \$475.00	\$400	7.5%
2000	\$7,400 \$616.67	\$6,500 \$541.67	\$6,100 \$508.33	\$400	7.0%
2001	\$7,800 \$650.00	\$6,900 \$575.00	\$6,500 \$541.67	\$400	6.6%
2002	\$8,200 \$683.33	\$7,300 \$608.33	\$6,900 \$575.00	\$400	6.2%
2003	\$8,700 \$725.00	\$7,800 \$650.00	\$7,400 \$616.67	\$500	7.2%
2004	\$9,200 \$766.67	\$8,300 \$691.67	\$7,900 \$658.33	\$500	6.8%
2005	\$9,450 \$787.50	\$8,550 \$712.50	\$8,150 \$679.17	\$250	3.2%
2006	\$9,450 \$787.50	\$8,550 \$712.50	\$8,150 \$679.17	\$0	0.0%
2007	\$9,450 \$787.50	\$8,550 \$712.50	\$8,150 \$679.17	\$0	0.0%
2008	\$9,450 \$787.50	\$8,550 \$712.50	\$8,150 \$679.17	\$0	0.0%
8/1/2008	\$8,978 \$748.17	\$8,123 \$676.92	\$7,743 \$645.25	(\$407)	-5.0%
2009	\$8,978 \$748.17	\$8,123 \$676.92	\$7,743 \$645.25	\$0	0.0%
2010	\$8,978 \$748.17	\$8,123 \$676.92	\$7,743 \$645.25	\$0	0.0%
2011	\$8,978 \$748.17	\$8,123 \$676.92	\$7,743 \$645.25	\$0	0.0%

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT WITH THE
POLICE OFFICERS LABOR COUNCIL**

Introduced by the Ways and Means Committee

Commissioner Keefe moved the approval of the following resolution.
Seconded by Commissioner Luna.

WHEREAS, the Board of Commissioners has been in negotiations with the Police Officers Labor Council ("the Union"), which represents the Sheriff's Deputies, to reach a new collective bargaining agreement; and

WHEREAS, the parties reached a settlement agreement through these negotiations on November 30, 2010, attached hereto; and

WHEREAS, the Controller was notified that the terms of the settlement agreement were ratified by the Union's membership; and

WHEREAS, the Ways and Means Committee has reviewed the terms of the settlement agreement and are recommending its approval to the Board of Commissioners.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approval the proposed settlement agreement for the collective bargaining agreement with the Police Officers Labor Council for the three-year period from October 1, 2009 through September 30, 2012; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is authorized to sign any necessary documents. Carried.

COUNTY OF EATON
EATON COUNTY SHERIFF
-and-
POLICE OFFICERS LABOR COUNCIL (NON-SUPERVISORY UNIT)

SETTLEMENT AGREEMENT

It is hereby agreed between the County of Eaton and the Eaton County Sheriff ("the Employer") and the Police Officers Labor Council (Non-Supervisory Unit) ("the Union"), that, in tentative settlement of all outstanding issues under negotiation, the parties bargaining teams hereby agree, and agree to recommend ratification to their respective principals, as follows:

1. The parties agree to a contract, effective from the date of ratification of this Agreement by the Eaton County Board of Commissioners to and including September 30, 2012.
2. The terms of the parties' contract shall be the same as the parties' prior agreement, as amended by the terms of this Settlement Agreement, and as amended by the parties' previous tentative agreements (attached hereto).
3. Eliminate Article 7, Section 7, and revise Article 6, Section 7 as follows:

STEP 3. *This Step of the Grievance Procedure shall not apply to grievances contesting disciplinary action.* If the answer of the Sheriff and/or his designee in Step 2 is unsatisfactory to the grievant and/or Union, *and the grievance does not contest disciplinary action*, the Union may, within three (3) days of receiving the answer in Step 2, and not thereafter, advance the grievance, in writing, to the Grievance Board.

The Grievance Board will be composed of the *County Controller Sheriff* and/or his representative and two (2) representatives of the Board of Commissioners. A representative of the Grievance Board will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Grievance Board shall meet within twenty-one (21) days of the receipt of the grievance at Step 3. Both the Employer and Union retain the right to be represented by an outside representative at the Grievance Board.

Blue VisionSM Coverage Benefits-at-a-Glance

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 800-877-7195 or log on to the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

	VSP network doctor	Non-VSP provider
Member's responsibility (copays)		
Eye exam	\$20 copay	\$20 copay applies to charge
Prescription glasses (lenses and/or frames)	A combined \$20 copay	Member responsible for difference between approved amount and provider's charge, less a \$20 copay
Medically necessary contact lenses	\$20 copay	Member responsible for difference between approved amount and provider's charge, less a \$20 copay
Eye exam		
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$20 copay	Reimbursement up to \$35, less a \$20 copay (member responsible for any difference)
One eye exam in any period of 12 consecutive months		
Lenses and frames		
Standard lenses (must not exceed 80 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$20 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type less a \$20 copay (member responsible for any difference)
One pair of lenses, with or without frames, in any period of 12 consecutive months		
Standard frames. Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$20 copay (one copay applies to both frames and lenses)	Reimbursement up to \$45, less a \$20 copay (member responsible for any difference)
One frame in any period of 12 consecutive months		
Contact lenses		
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$20 copay	Reimbursement up to \$210 less a \$20 copay (member responsible for any difference)
One pair of contact lenses in any period of 12 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
One pair of contact lenses in any period of 12 consecutive months		

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Easton County - 48891-001/011/012/014/015/016/017/018/019, OCT 09/RE

COUNTY OF EATON
EATON COUNTY SHERIFF
-and-
POLICE OFFICERS LABOR COUNCIL (NON-SUPERVISORY UNIT)

SETTLEMENT AGREEMENT

It is hereby agreed between the County of Eaton and the Eaton County Sheriff ("the Employer") and the Police Officers Labor Council (Non-Supervisory Unit) ("the Union"), that, in tentative settlement of all outstanding issues under negotiation, the parties bargaining teams hereby agree, and agree to recommend ratification to their respective principals, as follows:

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2. The terms of the parties' contract shall be the same as the parties' prior agreement, as amended by the terms of this Settlement Agreement, and as amended by the parties' previous tentative agreements (attached hereto).
3. Eliminate Article 7, Section 7, and revise Article 6, Section 7 as follows:

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The Grievance Board will be composed of the *County Controller Sheriff* and/or his representative and two (2) representatives of the Board of Commissioners. A representative of the Grievance Board will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Grievance Board shall meet within twenty-one (21) days of the receipt of the grievance at Step 3. Both the Employer and Union retain the right to be represented by an outside representative at the Grievance Board.

The Grievance Board shall hear the matter and attempt settlement of said grievance. *In the absence of such a settlement*, the Grievance Board shall give a written answer to the Union within seven (7) days of the Grievance Board meeting.

STEP 4. Arbitration/Powers of the Arbitrator. If the answer of the Grievance Board in Step 3 is unsatisfactory, *or the answer of the Sheriff or his designee in Step 2 is unsatisfactory in a grievance contesting disciplinary action*, and the Union wishes to carry the grievance further it must, within thirty (30) days notify the Employer, in writing, that it elects to take the matter to arbitration and simultaneously advance the matter to arbitration under the rules of the American Arbitration Association.

4. Revise Article 8, Section 5(c) as follows:

Such compensatory time may be accumulated to a maximum of one hundred sixty hours (160). Accumulated compensatory time may be paid to an employee; minimum of forty (40) hours, upon written request by the employee. Such written request must be received by the Employer at least two (2) weeks prior to the appropriate pay period. *Payment to the employee under this provision may not occur more than once in any calendar quarter (Jan.-Mar; Apr-Jun; July-Sept; Oct.-Dec.).*

5. Increase all wages on Appendix A by 1.50% effective October 1, 2011.

6. As soon as practicable after ratification of this Agreement by both parties, revise Article 15, Section 1 to provide for the BC/BS CB6 Plan as attached hereto, with premium sharing of 5%. Strike the following language from Article 15, Section 1 (b) "Effective January 1, 2006, the County shall offer a health plan, which will not require any premium share payments by employees. Such plan will be by completely voluntary." In exchange for the Union's agreement to have these changes instituted as soon as practicable after ratification of this Agreement by both parties, each member of the bargaining unit who is employed by the Employer on January 15, 2011 shall receive a one-time, off-schedule, ratification bonus equivalent to 1.50% of his/her base salary set forth on Appendix A. This ratification bonus will be paid on the January 21, 2011 pay date.

7. Revise Article 15, Section 1 to remove out of pocket language of \$600 and change \$900 to \$1200, effective January 1, 2011.

8. Revise Article 15, Section 1 to provide for continuation of health insurance on same terms and conditions as applicable to members of the bargaining unit for the spouse and dependent (to the maximum age of 26) of a bargaining unit member killed in the line of duty for a period of five (5) years after the death of the bargaining unit member or, to the extent permitted by law, until another health insurance plan that is similar becomes available from another source.

9. This Agreement is null and void if not ratified by the Union membership on or before December 9, 2010.

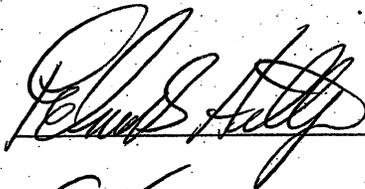
10. The Union withdraws all other proposals.

11. The Employer withdraws all other proposals.

12. The Union will ratify the contract first, and will notify the Employer, in writing, when the contract has been ratified.

Date: 11-30-10

THE UNION



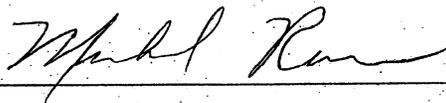


THE COUNTY OF EATON





THE EATON COUNTY SHERIFF



Police Officers Labor Council, Non-Supervisory Unit, Eaton County Sheriff Department

Package Proposal

Wednesday September 16, 2009

The County makes the following package proposal to the Union for changes to the current Collective Bargaining Agreement (CBA) between the parties.

1. Article 7 Disciplinary Action, Section 1:

Section 1. Governing Procedures. In any case where disciplinary action may be taken, the procedures set forth in the section entitled "Disciplinary Proceedings" of the Rules and Regulations Books of the Eaton County Sheriff's Department, as amended from time to time will be followed, except as modified by this Article. *Counseling memos shall not be considered to be disciplinary in nature, and as such may not be the subject of a grievance. However, such counseling memos may be used as evidence in cases involving subsequent disciplinary actions.*

2. Article 8 Hours of Work and Overtime, Section 5 (c):

Section 5. Overtime. Maintain current contract language (withdraw request for separate payroll check)

Section 6(d). Special Assignments. Assignment as a Field Training Officer/Corrections Training Officer. All employees assigned to perform duties as a Field Training Officer (FTO) or Corrections Training Officer (CTO) shall receive, at the discretion of the employee, one (1) ~~two (2)~~ additional hours of straight time pay or equivalent in compensatory time for that shift. To be eligible for FTO or CTO compensation, the employee must work a minimum of seventy five percent (75%) of his assigned shift with the trainee.

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3. Article 11 Funeral Leave, Section 1.

Section 1. Immediate Family. In case of death in the immediate family, regular full-time employees shall be granted a leave of absence with pay for a period of up to three (3) days, with prior approval of the Sheriff or his designee. "Immediate Family" shall mean current spouse, child, brother, sister, parents, parents of current spouse, grandparents, **grandparents of current spouse** or grandchildren.

4. Article 13 Personal Leave Days, Section 1.

Section 1. Number. Accept Union proposal. Employer withdraws proposal for elimination of Personal Leave Days.

5. Article 15 Insurance and Pension Benefits, Section 5

Section 5 (b) (i), Sickness and Accident Benefits. The County provides S & A insurance coverage for all regular full-time employees. The coverage will be applicable to non-work related disabilities (including pregnancies) as set forth in the plan document ~~which are covered by Health Insurance and disable an employee from performing their employment duties. The coverage is available for employees who are temporarily disabled and have a physician's excuse indicating a projected return to work.~~ If an employee fails to return to work from a disability leave and resigns prior to the completion of ninety (90) days of employment they shall be required to reimburse the County for any disability benefits received from the insurance carrier during their leave, unless the reason for not returning or completing the ninety (90) day period is that the employee is eligible for another disability leave, retirement, additional or extended leave, workers' compensation, Family Medical Leave Act or it is determined that the employee is not medically/psychologically able to perform the work. During the time an employee is off of work on the Sickness and Accident Program, they shall have no other employment. The coverage shall provide the following:

66 2/3% of the basic weekly earnings to a maximum of \$425 for 26 weeks maximum, commencing the first day if an accident and eighth day if an illness (in the event the employee must use accumulated leave time, if available, for the first forty (40) hours). Increases (not reductions) of the weekly maximum benefit approved in the County Plan shall be applicable to members of the Bargaining Unit.

Coverage for eligible employees will begin on the first day of the month following 30 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

An employee may use accumulated sick leave, annual leave, personal leave, or compensatory time to make up the difference between the S & A rate of compensation and the employee's normal rate of pay.

Before returning to work, the employee must present a doctor's certificate that they can perform all the duties of the position to which they are returning.

The Employer shall continue to pay the cost of the life, sickness and accident, dental and Employer portion of the health insurance premiums for the length of the disability.

The employee shall continue to pay the cost of the employee portion of the health insurance premiums for the length of the disability.

(ii) Limited Duty. At times, an employee who has suffered a disability is physically able and qualified to perform limited duties while recuperating from such disability. Based upon a request from the employee or the Employer, and the Employer's judgment relative to need, availability, costs and physical limitation, such employee may be utilized for limited duty. The employee may be assigned to work any shift as determined by the Employer.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or medical examination report by the Employer's designated physician to the Employer and present proper medical certification,

When an employee is approved for normal duty by the appropriate physician he shall immediately notify the Employer and present proper medical certification.

6. Article 15 Insurance and Pension Benefits, Section 2.

Section 2(d)(i), Health Insurance – Retirees – Employees Hired Prior to April 1, 2007, Spouse Coverage.

- (i) From the date of the employee's eligibility for paid health insurance for the initial twelve month period up until the annual open enrollment period for group health coverage the Employer will pay 50% of the premium difference required to include the spouse with the employee paying the remaining 50% of the premium difference.

7. Article 15 Insurance and Pension Benefits, Section 2.

Section 2(e), Health Insurance – Retirees – Employees Hired Prior to April 1, 2007, Continuation of Employer's Group Health Coverage.

- (e) Any employee who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits under MERS or (2) is retired due to non-duty disability as determined by MERS may remain on the Employer's health insurance plan by paying the full amount of the premium on a prepaid quarterly basis *for a period of ten (10) years or when the employee is eligible for*

Medicare, whichever occurs first. Procedure for such payment will be established by the Employer.

8. Article 15 Insurance and Pension Benefits, Section 9

Section 9(a), Workers' Compensation.

(a) Guidelines. The Employer shall provide Workers' Compensation coverage. The Employer's responsibility is to provide for reasonable medical or attendant care to employees who receive personal injuries arising out of and in the course of their employment. A physician will be designated by the County to provide such services. The injury must be immediately, or as soon as practical thereafter, reported to the Personnel Office so that the appropriate forms can be completed. Arrangements can then be made to see the designated physician.

After ten (10) days from the inception of medical care, an employee may treat with a physician of his own choice but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician.

Failure to follow these procedures will result in the denial and refusal of payment of medical bills where treatment has been sought outside the proper guidelines.

During the time an employee is off of work on Workers' Compensation, he shall not engage in employment which includes duties that are inconsistent with his medical restrictions.

Employer withdraws its proposals regarding elimination of gap coverage on workers compensation, and requiring drug screen for all employees submitting workers' compensation claims.

9. Article 16 Uniforms and Equipment, Sections 2 and 3.

Sections 2, Clothing Allowance and 3, Cleaning Allowance. Maintain current contract language (withdraw request for separate payroll check) ~~and Union withdraws entire proposal relative to this Article and Sections.~~

10. Article 16 Uniforms and Equipment, Section 5.

Section 5, Reimbursement of Personal Property In the Line of Duty. Additional language as follows: "The Employer agrees to pay for the replacement cost of any approved weapon, that is owned by the employee, that may be permanently confiscated or destroyed, during the legal process following an incident where the weapon was used in a justified manner during the course of employment."

11. Article 17 Longevity Plan, Section 2.

Section 2. Payments Made. Maintain current contract language (withdraw request for separate payroll check)



Eaton County

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

Community BlueSM PPO Medical/Surgical Coverage Benefits-at-a-Glance

In-network

Out-of-network

Member's responsibility (deductibles, copays and dollar maximums)

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between the BCBSM approved amount and the provider's charge.

	In-network	Out-of-network
Deductibles	\$250 for one member \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$500 for one member \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed dollar copays	<ul style="list-style-type: none"> \$20 copay for office visits and chiropractic services \$75 copay for emergency room visits 	\$75 copay for emergency room visits
• Percent copays	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing 10% of approved amount for mental health care and substance abuse treatment 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing 10% of approved amount for mental health care and substance abuse treatment 20% of approved amount for most other covered services
Copay dollar maximums		
• Fixed dollar copays	None	None
• Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	\$1,000 for one member \$2,000 for two or more members each calendar year	\$2,000 for one member \$4,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services	

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**In-network****Out-of-network****Preventive care services** – *Payment for preventive services is limited to a combined maximum of \$750 per member per calendar year

Health maintenance exam – Includes chest x-ray, EKG and select lab procedures	Covered – 100% of approved amount *, one per calendar year	Not covered
Gynecological exam	Covered – 100% of approved amount *, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100% of approved amount *, one per calendar year	Not covered
Well-baby and child care	Covered – 100% of approved amount * • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Adult and childhood immunizations as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics	Covered – 100% of approved amount *	Not covered
Fecal occult blood screening	Covered – 100% of approved amount *, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100% of approved amount *, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100% of approved amount *, one per calendar year	Not covered

Mammography

Mammography screening	Covered – 100% of approved amount	Covered – 80% after deductible
	One per member per calendar year	

Physician office services

Office visits	Covered – \$20 copay per office visit	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 90% after deductible	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$20 copay per office visit	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$20 copay per office visit	Covered – 80% after deductible, must be medically necessary

Emergency medical care

Hospital emergency room	Covered – \$75 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$75 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

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In-network

Out-of-network

Diagnostic services

Laboratory and pathology services	Covered – 90% after deductible	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 90% after deductible	Covered – 80% after deductible
Therapeutic radiology	Covered – 90% after deductible	Covered – 80% after deductible

Maternity services provided by a physician or certified nurse midwife

Prenatal and postnatal care	Covered – 100% of approved amount	Covered – 80% after deductible
Delivery and nursery care	Covered – 90% after deductible	Covered – 80% after deductible

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered – 90% after deductible	Covered – 80% after deductible
	Unlimited days	
Inpatient consultations	Covered – 90% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 80% after deductible

Alternatives to hospital care

Skilled nursing care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per member per calendar year	
Hospice care	Covered – 100% of approved amount	Covered – 100% of approved amount
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Home infusion therapy – must be medically necessary	Covered – 100% after deductible	Covered – 90% after deductible

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 90% after deductible	Covered – 80% after deductible
Presurgical consultations	Covered – 100% of approved amount	Covered – 80% after deductible
Colonoscopy	Covered – 90% after deductible	Covered – 80% after deductible
Voluntary sterilization	Covered – 90% after deductible	Covered – 80% after deductible

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Estimote County - 48591-001/011/012/014/016/018/017/018/016, OCT 09/RE



In-network

Out-of-network

Human organ transplants

Specified human organ transplants – In designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100% of approved amount	Covered – in designated facilities only
	Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 90% after deductible	Covered – 80% after deductible
Specified oncology clinical trials	Covered – 90% after deductible	Covered – 80% after deductible
Kidney, cornea and skin transplants	Covered – 90% after deductible	Covered – 80% after deductible

Mental health care and substance abuse treatment

Inpatient mental health care and Inpatient substance abuse treatment	Covered – 90% after deductible	Covered – 90% after deductible
	Limited to a combined maximum of 60 days per calendar year with a lifetime maximum of 120 days per member	
Outpatient mental health care:	Covered – 90% after deductible (90% of approved amount in the physician's office)	Covered – 90% after deductible
	Limited to 20 visits per calendar year per member	
Outpatient substance abuse treatment – in approved facilities only	Covered – 90% after deductible	Covered – 90% after deductible
	Up to the state-dollar amount that is adjusted annually	

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100% of approved amount	Covered – 80% after deductible
Contraceptive injections	Covered – 90% after deductible	Covered – 80% after deductible
Prescription contraceptive devices	Covered – 100% after deductible	Covered – 80% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – \$20 copay per visit	Covered – 80% after deductible
	Limited to a combined maximum of 6 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 90% after deductible	Covered – 80% after deductible
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and orthotic appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private-duty nursing	Covered – 50% after deductible	Covered – 50% after deductible

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Blue Preferred[®] Rx Prescription Drug Coverage Benefits-at-a-Glance

Note: The mail order pharmacy for specialty drugs is Option Care, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Option Care will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blue members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Option Care customer service at 866-515-1355.

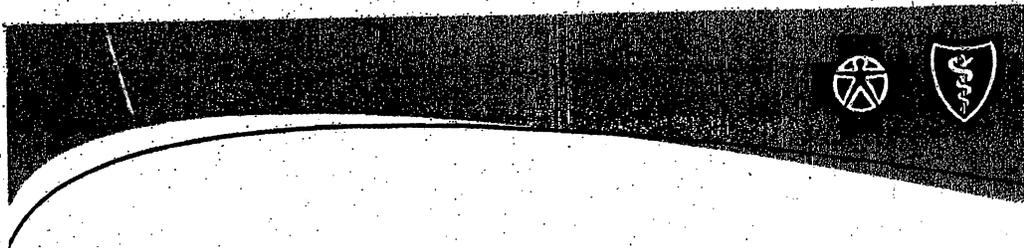
Member's responsibility (copays)	Network pharmacy *	Non-network pharmacy *
Tier 1 – Generic drugs	\$5 copay for each drug	\$5 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Tier 2 – Formulary brand-name drugs	\$30 copay for each drug	\$30 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Tier 3 – Nonformulary brand-name drugs	\$45 copay for each drug	\$45 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	Copay for up to a 34 day supply: <ul style="list-style-type: none"> • \$5 copay for each Tier 1 (generic) drug • \$30 copay for each Tier 2 (formulary brand) drug • \$45 copay for each Tier 3 (nonformulary brand) drug Copay for a 35 to 90 day supply: <ul style="list-style-type: none"> • \$10 copay for each Tier 1 (generic) drug • \$60 copay for each Tier 2 (formulary brand) drug • \$90 copay for each Tier 3 (nonformulary brand) drug 	No coverage

Note: If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list, do not need to pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic. You pay only your applicable copay.

* A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

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Network pharmacy

Non-network pharmacy

Covered services

"Rx only" drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Prescription contraceptive medications	Covered – 100% less plan copay	Covered – 75% less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – 75% less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	Covered – 100% less plan copay	No coverage
Elective drugs Note: Elective drugs are lifestyle drugs such as those that treat sexual impotency or infertility, help in weight loss or help to stop smoking. They are not designed to treat acute or chronic illnesses or prescribed for medical conditions that have no demonstrable physical harm if not treated.	No coverage	No coverage

Features of your plan

BCBSM custom formulary	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> • Tier 1 (generic) – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. • Tier 2 (formulary brand) – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require a higher copay. • Tier 3 (nonformulary brand) – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs.
Prescription drug preauthorization requirement	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Only claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at bcbsm.com. Log in under "I am a Member" and click on "Prescription Drugs."</p>

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Blue VisionSM Coverage Benefits-at-a-Glance

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 800-877-7195 or log on to the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

	VSP network doctor	Non-VSP provider
Member's responsibility (copays)		
Eye exam	\$20 copay	\$20 copay applies to charge
Prescription glasses (lenses and/or frames)	A combined \$20 copay	Member responsible for difference between approved amount and provider's charge, less a \$20 copay
Medically necessary contact lenses	\$20 copay	Member responsible for difference between approved amount and provider's charge, less a \$20 copay
Eye exam		
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$20 copay	Reimbursement up to \$35, less a \$20 copay (member responsible for any difference)
	One eye exam in any period of 12 consecutive months	
Lenses and frames		
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$20 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type less a \$20 copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 consecutive months	
Standard frames. Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$20 copay (one copay applies to both frames and lenses)	Reimbursement up to \$45, less a \$20 copay (member responsible for any difference)
	One frame in any period of 12 consecutive months	
Contact lenses		
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$20 copay	Reimbursement up to \$210 less a \$20 copay (member responsible for any difference)
	One pair of contact lenses in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	One pair of contact lenses in any period of 12 consecutive months	

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Essex County - 48591-001/011/012/014/015/016/017/018/019, OCT 09/RE

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2010

**RESOLUTION TO CONTINUE
EATON COUNTY
HUMAN SERVICES COLLABORATIVE COUNCIL**

Introduced by Commissioner Jeanne Pearl-Wright

Commissioner Pearl-Wright moved the approval of the following resolution.
Seconded by Commissioner Mulder.

WHEREAS, the Board of Commissioners established an Eaton County Human Services Collaborative Council on January 17, 1996; and

WHEREAS, such resolution requires an annual review of the Human Services Collaborative Council to determine the necessity of its continuation; and

WHEREAS, the Board of Commissioners feels that the Human Services Collaborative Council had a productive year in 2010.

NOW, THEREFORE, BE IT RESOLVED, that the Human Services Collaborative Council be continued for another year. Carried.