

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS
OF
GRAND TRAVERSE COUNTY
FOR
GRAND TRAVERSE COUNTY HEALTH DEPARTMENT

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

January 1, 2008, through December 31, 2010

TABLE OF CONTENTS

	PAGE
AGREEMENT	6
PREAMBLE	6
RECOGNITION (Article I)	6
Collective Bargaining Unit	6
Definitions	7
Regular Full-time Employee	7
Regular Part-time Employee	7
Temporary Employees	7
On-Call Employees	7
MANAGEMENT RIGHTS (Article II)	8
Just Cause (<i>also see Article IX</i>)	8
Subcontracting	8
Work Rules, Policies and Procedures	8
UNION SECURITY (Article III)	9
Agency Shop	9
Union Membership	9
Check-off	9
REPRESENTATION (Article IV)	10
Grievance Representatives	10
Union Affiliate Access	10
Notification of Representatives	10
Contract Negotiations	10
SPECIAL CONFERENCES (Article V)	11
GRIEVANCES (Article VI)	11
Definition of a Grievance	11
Grievance Procedure	11
Time Limitations	12
Time Computation	12
Lost Wages	12
Lost Time	12
Final and Binding	12
Election of Remedies	13

ARBITRATION (Article VII).....	13
Arbitration Request	13
Selection of Arbitrator	13
Expense of Arbitrator	13
Arbitrator's Powers.....	13
Appeal.....	13
STRIKES AND ILLEGAL ACTIVITIES (Article VIII).....	14
No Strike Pledge	14
Penalty	14
DISCIPLINE (Article IX).....	14
Just Cause (<i>also see Article II</i>)	14
Expedited Grievance.....	14
Discharge or Suspension.....	14
Record	15
SENIORITY (Article X).....	15
Definition of Seniority	15
Probationary Period	15
Seniority List	16
Loss of Seniority	16
LAYOFF AND RECALL (Article XI)	17
Layoff Procedure	17
Temporary Reduction of Work Force.....	18
Recall.....	18
Recall Rights.....	18
HOURS OF WORK (Article XII).....	19
Work Week and Work Day	19
Lunch and Rest Periods	19
Overtime Work.....	19
Overtime Pay	19
Call In/Call Back Pay	20
Compensatory Time	20
Shift Premium	20
After Hours Pager.....	20
LEAVES OF ABSENCE (Article XIII).....	20
General Consideration	20
Medical Leave.....	21
Military Leave.....	22
Jury Duty.....	22

Union Business	22
Educational Leave	22
Parental Leave.....	22
Bereavement Leave.....	23
Personal Leave.....	23
Sick Leave	23
Committee Service	24
 LONGEVITY BONUS (Article XIV)	 24
General Conditions	24
Longevity Plan B.....	24
Longevity Plan C (Old Plan).....	25
 HOLIDAYS (Article XV)	 25
List of Holidays	25
Holiday Eligibility.....	25
Holidays during Other Leave	26
Celebration of Holidays.....	26
Compensation for Holidays.....	26
Employees Who Don't Work as Scheduled	26
Floating Holidays	26
 VACATIONS (Article XVI).....	 27
Vacation Accrual.....	27
Scheduling Vacations	27
Vacation Carryover.....	28
Illness during Vacation.....	28
 INSURANCE AND PENSION (Article XVII).....	 28
Health Insurance.....	28
Workers Compensation	29
Unemployment Compensation	29
Retirement	29
Other Retirement-Related Benefits.....	29
Short Term Disability.....	30
Life Insurance	30
 VACANCY, TEMPORARY TRANSFER AND PROMOTION (Article XVIII)	 30
Preference for Regular Vacancies.....	30
Factors for Promotion	30
Rate of Pay in Promotion.....	31
Orientation Period.....	31
Temporarily filling a Vacancy.....	31
New Classifications.....	31

Emergency Work Assignments.....	31
MISCELLANEOUS (Article XIX)	32
No Discrimination.....	32
Drug Free Work Place.....	32
Gender.....	34
Captions.....	34
Union Bulletin Boards	34
Joint Health and Safety Committee	34
Mileage	34
Tuition Reimbursement.....	34
C.E.U.s	34
Professional Practice Committee.....	34
Clothing	34
Smoking.....	35
WAIVER (Article XX)	35
Savings Clause.....	35
Waiver Clause	35
TERMINATION (Article XXI).....	35
CLASSIFICATION PLAN.....	37
APPENDIX A – WAGE SCHEDULES	38-40
APPENDIX B – SUMMARY OF BENEFITS – Priority Health.....	41
APPENDIX C – SUMMARY OF BENEFITS – Delta Dental.....	42
APPENDIX D – SUMMARY OF BENEFITS – Employee Vision Plan.....	43

AGREEMENT

THIS AGREEMENT is entered into this date and is effective the first day of January, 2008, between the Grand Traverse County Board of Commissioners, hereinafter referred to as the "Employer," and the Teamsters State, County and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this Agreement to promote the mutual interest of the Employer and its employees and to provide for the operation of the services provided by the Employer under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to service delivery. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE I RECOGNITION

Section 1.1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the units described below for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment:

All regular full time and regular part time professional, technical and clerical employees, including Nurses, Nurse Practitioners, Coordinators, Sanitarians, Health Educators, Environmental Health Technicians, Dieticians, Personal Health Technicians, Animal Control Officers, Health Planners, Homeland

Security Solutions Area Planner and clerical employees; but excluding elected officials, the Director, supervisors, administrators, confidential employees, temporary employees, and all other employees.

Section 1.2. Definitions. The terms "employee" and employees" when used in this Agreement shall refer to and include only those regular full time employees and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.1. For the purposes of this Agreement, the following definitions are applicable.

- A. Regular Full-time Employee. A regular full time employee is an employee who is working a minimum of thirty-seven and one half (37-1/2) hour workweek on a regular schedule.
- B. Regular Part-time Employee. A regular part-time employee is an employee who is working less than the thirty seven and one half (37-1/2), but at least fifteen (15) hour work weeks on a regular schedule.
- C. Temporary Employees. The Employer reserves the right to hire temporary employees to fill in for extended absences and other special needs of the Employer, provided such period of temporary employment shall not exceed one hundred eighty (180) calendar days except in the case of covering for an extended absence of a bargaining unit member, in which case shall not exceed twelve (12) months; and further excepting employees working in programs involving the schools up to nine (9) months. If a temporary employee is retained beyond the one hundred eighty (180) calendar days, they shall have attained seniority, unless the one hundred eight (180) calendar days is extended by mutual agreement of the Employer and the Union. Such employees shall not be subject to the terms of this Agreement. It is agreed between the parties that temporary employees shall not be used in such manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees, nor in such manner as to have temporary employees performing work regularly and normally performed by bargaining unit employees on a continuing basis.
- D. On-call Employees. On call employees may be utilized by the Employer on a limited, irregular basis, and shall not be subject to the terms of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1. Management's Rights. The Employer retains sole right to manage its affairs, including but not limited to, the right to plan, direct, and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of services it shall provide, including the scheduling and means of providing such services; to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its departments and operations; to promulgate work rules unilaterally or in conjunction with consent of the Union; to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship, and all other rights and prerogatives including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.2. Just Cause. The Employer retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

Section 2.3. Subcontracting. The Employer shall have the right to apportion work by subcontract in order that work may be carried out in the most efficient manner for the benefit of the public when its own working force is not adequate in numbers or in skill to perform the work promptly and satisfactorily and agrees to notify the Union, in writing, of the intent to subcontract.

Section 2.4. Work Rules, Policies, and Procedures.

- A. The Employer shall have the right to establish reasonable work rules, policies and procedures that are not inconsistent with the terms of this Agreement.
- B. When existing rules are changed or new rules are established, the Employer shall post said rules on the bulletin boards as specified in this Agreement for a period of five (5) working days before becoming effective.
- C. Employees shall comply with all existing reasonable rules and newly established reasonable rules that are not in conflict with the terms of the contract, provided the rules are uniformly applied and enforced.

Any complaint as to the reasonableness or application of any existing or new rules shall be instituted at Step 2 of the grievance procedure.

ARTICLE III UNION SECURITY

Section 3.1. Agency Shop. As a condition of employment, all employees included in the Collective Bargaining Units set forth in Section 1.1, thirty one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members. Employees holding bona fide religious objections to the payment of a service fee to the Union, may satisfy the obligation of this Section by contributing an equivalent sum of money to a charitable organization of their choice and must present to the Union Treasurer a copy of the receipt for said donation.

Section 3.2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union.

Section 3.3. Check-off.

- A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee equivalent from the pay of each employee, provided the employee has filed with the Employer a proper check-off authorization form as supplied by the Union.
- B. Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and by-laws of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates, furnished by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of deducting such Union dues, service fees, and/or initiation fees. The Employer agrees to provide this check-off service without charge to the employees or the Union.
- C. Upon receiving a properly executed check-off authorization form, the Employer shall deduct dues, initiation, or service fees, as applicable, from that employee's pay. The Employer shall return all check-off authorization forms to the Union that have not been properly signed by the employee.
- D. Deductions for dues, initiation and services fees for any calendar month shall be made from the first (1st) pay period of the month, provided the employee has

sufficient net earnings to cover the dues and/or initiation fee. Any change in the amount of deduction for an individual must be submitted in writing to the Personnel Office by the Union. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month, along with a list of employees and the amounts of their respective deductions.

- E. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- F. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.
- G. The Employer's liability under the terms of this Article shall be limited to the deduction of dues, initiation or service fees and remittance of those deductions to the Union. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues, initiation or service fees.

ARTICLE IV REPRESENTATION

Section 4.1. Grievance Representatives. The Employer hereby agrees to recognize four (4) Stewards and four (4) alternate Stewards whose duties shall be limited to the administration of this Agreement including the investigation and processing of grievances. Not more than one (1) Steward shall be involved in each situation.

Section 4.2. Union Affiliate Access. An authorized non-employee representative of the Union may be permitted to enter the Employer's premises during regular business hours to assist in settling a grievance, provided, however, that such representative first arrange his/her visit by appointment with the Human Resources Director or his/her designated representative.

Section 4.3. Notification of Representatives. The Union shall furnish the Employer with the names of its authorized representatives and of all changes in such representation that may occur from time to time.

Section 4.4. Contract Negotiations. The Employer agrees that up to four (4) employees shall be authorized to meet and confer with the Employer during contract negotiations without loss of pay. Additional employees may take time without pay, or use accumulated vacation or personal leave for time spent in negotiations.

ARTICLE V SPECIAL CONFERENCES

Section 5.1. Special Conferences. Special conferences for important matters of mutual concern not subject to the grievance and arbitration procedure under this Agreement, will be arranged between the Employer, the Grievance Representatives and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement unless by mutual agreement.

ARTICLE VI GRIEVANCES

Section 6.1. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Section 6.2. Grievance Procedure. All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. Grievances shall be processed in the following manner:

Step 1: Verbal Procedure. An employee with a complaint shall first discuss the matter orally with the employee's supervisor or the supervisor's designee. The supervisor or designee shall answer the complaint or grievance within three (3) working days.

Step 2: Written Procedure. If the complaint is not satisfactorily resolved in Step 1, it shall be reduced to writing on a regular grievance form provided by the Union, signed by the employee or a Union representative and presented to the employee's Health Department Division head and Health Officer within five (5) working days of the Step 1 answer. The Health Department Division Head and Health Officer or designee shall answer in writing the written grievance within five (5) working days of its receipt.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the Union may, within five (5) working days after receipt of the Health Officer's answer in Step 2, contact Human Resources to arrange a meeting on the grievance. This meeting shall be held within five (5) working days of the request unless an extension of the time is mutually agreed to by the parties. If the grievance is not settled at this step the matter may be submitted to arbitration as provided for elsewhere in this Agreement.

Section 6.3. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto unless mutually extended. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration.

Section 6.4. Time Computation. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.5. Lost Wages. The Employer shall not be required to pay back wages for periods prior to the time the incident occurred provided that in the case of a pay shortage of which the employee had not been aware before receiving their pay, any adjustment made shall be retroactive to the beginning of the pay period providing the employee files their grievance within five (5) working days after receipt of such pay. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that they may have received from any source during the period in question except outside income which was normally earned.

Section 6.6. Lost Time. The Employer will grant a necessary and reasonable amount of time during straight time working hours to the Grievance Representatives who must necessarily be present for direct participation in grievance adjustments with management. Such representatives shall first receive permission from their department head or designated representative to leave their work station and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.

Section 6.7. Final and Binding. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all unit employees involved in the particular grievance.

Section 6.8. Election of Remedies. When remedies are available for any complaint or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be held in abeyance until such time as the statutory or administrative process has been concluded.

ARTICLE VII ARBITRATION

Section 7.1. Arbitration Request. If the grievance is not settled in Step 3 of the grievance procedure the Union may submit written notice of its intent to arbitrate within ten (10) working days following receipt of the Employer's Step 3 response, unless extended by mutual agreement. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its voluntary rules and procedures.

Section 7.2. Selection of Arbitrator. The Union and the Employer shall, by mutual agreement, select one (1) arbitrator who shall hear and decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service.

Section 7.3. Expense of Arbitrator. The full fees and expenses of the Arbitrator shall be paid by the losing party, unless both parties agree to arbitration, in which case the fees and expenses shall be shared equally by the Union and the Employer. However, if either party cancels the arbitration, that party shall be responsible for the cancellation fees as charged by the arbitrator. The grievant, or a representative of the grievants, if there is more than one, and a Grievance Representative shall be allowed to attend the arbitration without loss of pay. In the case of a class action, the Chief Steward shall be recognized as the grievant. Each party shall pay the expenses, wages, and any other compensation of its own witnesses.

Section 7.4. Arbitrator's Powers. The arbitrator shall have no power to alter, amend, add to or subtract from the express terms of this Agreement or make any recommendation with respect thereto. It shall be the obligation of the Arbitrator to make an effort to provide the parties with a decision within twenty-one (21) days following the conclusion of the hearing except in discharge cases, which shall be within fourteen (14) days following the conclusion of the hearing.

Section 7.5. Appeal. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining units.

ARTICLE VIII STRIKES AND ILLEGAL ACTIVITIES

Section 8.1. No Strike Pledge. The Union therefore agrees that neither it nor its officers, representatives or members shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties, including the care of any patient, or picket the Employer's facilities. This section shall not preclude the Union or any employee or employees from appealing to the public in other legitimate ways.

Section 8.2. Penalty. Any employee who violates the provisions of Section 8.1, shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the grievance procedure regarding discipline imposed for a violation of Section 8.1 shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 8.1.

ARTICLE IX DISCIPLINE

Section 9.1. Just Cause. The Employer shall not discharge or suspend for disciplinary reasons any non-probationary employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and therefore the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be by proper written notice to the employee and the Union, with a copy to the designated bargaining representative, citing specific charges against such employee.

Section 9.2. Expedited Grievance. Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at Step 2 of the grievance procedure, provided the grievance is submitted within five (5) working days from the date discipline was imposed on the grieving employee.

Section 9.3. Discharge or Suspension. The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Steward and the Employer designate before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 9.4. Record. An employee who maintains an offense-free record for a period of one (1) year shall not have any prior minor offenses used for purposes of subsequent disciplinary action or promotional opportunities under the collective bargaining agreement. The Employer reserves the right to utilize the memoranda for other legitimate reasons.

ARTICLE X SENIORITY

Section 10.1. Definition of Seniority. Seniority shall be defined to mean the length of the employee's service with the Employer from the employee's most recent date of hire, pro-rated for regular part time service. Bargaining unit seniority shall mean the total amount of service, pro-rated for regular part time employment, within the bargaining unit since the employee's most recent date of hire in the bargaining unit, less any adjustments due to layoff, approved leaves of absence without pay, or other breaks in service. Employees who leave the bargaining unit to take another position with the Employer, shall retain their bargaining unit seniority, but shall not accrue bargaining unit seniority while employed outside of the bargaining unit. Employees who are employed on the same date shall be placed on the seniority list by draw.

Section 10.2. Probationary Period.

- A. All new regular full time employees included in the bargaining unit set forth in Section 1.1 shall be considered to be on probation and shall have no seniority for the first one hundred eighty (180) calendar days of employment, after which time their seniority shall relate back to their last date of hire. Any unpaid leaves of absence totaling five (5) work days or more, shall extend the probationary period in time equivalent to such leave.
- B. All regular part-time employees included within the bargaining unit set forth in Section 1.1 shall be considered to be on probation and shall have no seniority for the first two hundred seventy (270) calendar days of employment, after which time their seniority shall relate back to their last date of hire. Any unpaid leaves of absence totaling five (5) work days or more, shall extend the probationary period in time equivalent to such leave.
- C. The Union shall represent probationary employees for the purpose of collective bargaining, however probationary employees may be laid off, recalled, disciplined, or discharged at the Employer's discretion without regard to any provision of this Agreement and without recourse to the Grievance or Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

- D. During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement.

Section 10.3. Seniority List. The Seniority List on the date of this Agreement shall show the names, classifications, and bargaining unit seniority of all employees in the bargaining unit. The employer will keep the seniority list up-to-date from time to time and will furnish the Union an up-to-date list upon request. Any employee who believes that their employment date or relative position on the list is incorrect shall report so to Human Resources within thirty (30) calendar days of the date of posting or such list shall stand approved as posted.

Section 10.4. Loss of Seniority. An employee's seniority with the Employer shall terminate for any of the following reasons:

- A. If he/she quits or retires;
- B. If he/she is discharged and the action is not reversed through the grievance procedure;
- C. If he/she is absent from work for three (3) consecutive working days, unless a satisfactory reason for such absence is given;
- D. If he/she fails to return on the required date following an approved leave of absence, vacation or disciplinary suspension, unless a satisfactory reason for such absence is given;
- E. If he/she makes an intentionally false and material statement on his/her employment application or on an application for leave of absence;
- F. If the Employer's operations are permanently discontinued.
- G. If he/she fails to return on the required date following a notice of recall from a layoff unless satisfactory notice or reason is provided.
- H. An employee is on a layoff, or a leave of any kind, for more than one (1) year or the length of their seniority for employees with less than five (5) years of seniority or two (2) years for those employees with five (5) or more years of seniority (except for Workers' Compensation leave which cannot exceed twenty-four (24) months or unless otherwise required by statute).

ARTICLE XI LAYOFF AND RECALL

Section 11.1. Layoff Procedure.

- A. The Employer reserves the right to lay off employees for lack of work, lack of funds, the occurrence of conditions beyond the control of the Employer, or where such continuation of work would not be financially practical or productive. The Employer shall determine the type of activities to be curtailed and the classifications or positions to be affected. The word "layoff" means any such reduction in the working force. Layoff of employees shall be by classification, and the following order shall be followed:
1. Temporary employees.
 2. Probationary employees.
 3. Seniority employees will be laid off according to classification seniority within the bargaining unit provided, however, that the employees remaining are qualified to perform the work required to be done, including applicable required certification, licensure, training, and grant requirements.
- B. Upon being laid off from their classification an employee who so requests shall, in lieu of layoff, be permitted to take a position in another equal or lower classification provided, however, that they have more bargaining unit seniority than the employee they are to replace, and that they meet the minimum qualifications of the position. In this event, the employee shall be given a sixty (60) calendar day trial in which to qualify on their new job; provided however, the employee must meet any grant or funding source requirements for the position within the sixty (60) day qualifying period. The Employer shall give the employee reasonable assistance to enable him/her to qualify on the new job. Such assistance will include in-house or in-state governmental training available within the qualifying period. The time of qualification may be extended by mutual agreement between the Employer and the Union. Employees who change classification in lieu of layoff shall be paid the salary and steps of the new position in accordance with their years of service.
- C. Upon receiving his/her layoff notice, the employee who wishes to bump to another position/classification shall have three (3) work days to notify the Employer of such decision. Any employee who is displaced by a laid off employee who exercises his/her option to bump; shall also have the right to take another position/classification at an equal or lower grade level in lieu of layoff according to the terms of Section B above.

- D. The Employer will make every effort to give at least one (1) week's notice in the event that a layoff is necessary. The chief Steward and Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 11.2. Temporary Reduction of Work Force. In the event of a temporary reduction of the work force which shall not exceed four (4) weeks at any one time, it may be mutually agreed that the work week may be reduced to not less than 80% of each employee's regular work week before any employees are laid off.

Section 11.3. Recall.

- A. The order of recalling laid off employees shall be in the inverse order in which the employees were laid off.
- B. Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown on the employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number of additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of their intent to return to work within three consecutive calendar days of receipt of notice and shall then return within seven (7) calendar days or their employment shall be terminated, unless an extension is granted by the Employer.

In the event a recall is necessary on less than three (3) days notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of the said three (3) day period.

Section 11.4. Recall Rights.

- A. An employee with less than five (5) years seniority shall remain on layoff status for a period of one (1) year or the length of his seniority, whichever is less; at the end of which time they shall be considered terminated, and shall be paid 50% of their frozen sick leave bank.
- B. An employee with five (5) or more years seniority shall remain on layoff status for a period of two (2) years; at the end of which time they shall be considered terminated. Employees will be paid 50% of unused sick days when placed on layoff status or at the end of one (1) year of layoff, at the option of the

employee. The employee has fourteen (14) calendar days after receiving the notification of layoff to advise the Employer of such preference.

ARTICLE XII HOURS OF WORK

Section 12.1. Work Week and Work Day. The regular schedule of an employee's work week shall consist of thirty-seven and one half (37-1/2) or forty (40) hours per week, and seven and one-half (7 1/2), eight (8), or ten (10) hours per day, Monday through Friday.

The County reserves the right to change the workweek and workday schedule and starting and quitting times for any employee or employees whenever operating conditions warrant such changes. Whenever possible, the Union shall be notified in advance of any changes with a statement explaining such changes.

Hours worked in excess of the employee's regularly scheduled hours may be subject to pay or compensatory time under the guidelines of Sections 12.4 and 12.5, however shall not affect the level of insurance and leave benefits provided by the Employer.

Employees may make a request for flexible working hours to their supervisor or Division Head. Such scheduling shall require the Division Head's approval, who will provide notice to the Union before implementation, and must be in keeping with good customer service and the smooth operation of the department.

Section 12.2. Lunch and Rest Periods. All employees shall receive a paid fifteen (15) minute rest period in the first half of their normal workday and a paid fifteen (15) minute rest period in the second half of their normal workday, with a minimum of one-half (1/2) hour to a maximum one (1) hour unpaid lunch period. Lunch and rest periods shall be scheduled by the Division Head and may be staggered when necessary to provide coverage.

Section 12.3. Overtime Work. If requested to work overtime, an employee will be expected to do so unless they are excused for good cause. Where possible, available overtime hours shall be posted for volunteer signup. In the event that more individuals volunteer than are needed, preference will be given to the individual(s) with the most seniority. Should there be inadequate volunteers, then the work shall be assigned in reverse order of seniority on a rotating basis.

Section 12.4. Overtime Pay. Overtime payment shall be made under the following conditions:

- A. The employee identified as FLSA Covered in the Classification Plan appended to this Collective Bargaining Agreement is eligible for such pay under the Fair Labor Standards Act.
- B. Approval of the Division Head must be received in advance of working the overtime except when emergencies require otherwise.
- C. All work performed which is in excess of forty (40) hours in any one workweek shall be at the rate of time and one-half (1 ½) of the regular hourly rate excluding all forms of premium pay.

Section 12.5. Call-In/Call Back Pay. Employees of the bargaining unit will be paid a minimum of two (2) hours at the rate of time and one-half when called-in or called back to work.

Section 12.6. Compensatory Time. Compensatory time may be awarded in lieu of overtime payment by mutual agreement between the employee and the Division Head and shall be granted under the guidelines of Section 12.4, subject to a maximum accumulation of forty (40) hours. When an employee elects to have overtime recorded as compensatory time, it may be used as needed by the employee and as approved by the Division Head.

Regular full time professional employees covered by this Agreement and identified as FLSA Exempt in the Classification Plan appended to this Collective Bargaining Agreement shall be granted compensatory time off at the straight time rate for all hours worked in excess of their regularly scheduled hours, however such time is not a benefit to be converted to cash, and employees who leave employment shall not receive payment for such bank.

Section 12.7. Shift Premium. Shift premium will be thirty cents (30¢) per hour for employees whose schedule entails fifty percent (50%) or more of their time to be worked after 3:00 p.m.

Section 12.8. After Hours Pager. No bargaining unit member will be required to carry a pager after hours. If an employee is required to carry a pager in the future, the parties agree to meet to negotiate compensation.

ARTICLE XIII LEAVES OF ABSENCE

Section 13.1. General Considerations. A leave of absence is a written authorized absence from work. Such leave shall be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked

continuously for the Employer for one (1) year or more shall be granted a leave of absence. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the exact date on which the employee is to return to work.
- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.
- C. An employee on an approved leave of absence will retain his or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved leave of absence of one (1) month or more.
- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.
- F. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.
- G. Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to them before going on unpaid leave.

The re-employment rights of employees will be limited by applicable laws and regulations.

Section 13.2. Medical Leave. Leaves requested due to illness or medical disability (including maternity) must be accompanied by a doctor's certificate that the employee is unable to work and the reason therefore. Employees returning to work must present a doctor's statement indicating the employee's ability to return to the job. Accumulated sick leave may be used for such leave until exhausted.

Health insurances will be continued for one month following the beginning of an unpaid non-FMLA medical leave. Non FMLA leaves in excess of one month will require the

employee to reimburse the Employer to continue such coverage under the group.

Section 13.3. Military Leave.

- A. Military leave shall be granted in accordance with applicable state and federal laws.
- B. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve and who are called for defense training with valid military documentation, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- C. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 13.4. Jury Duty. Employees shall be granted leave of absence with pay when they are required to report for jury duty providing they turn over the jury check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty.

Section 13.5. Union Business. Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union or its affiliate representative. The number will not exceed two (2) employees at any one (1) time, and the number of working days will not exceed six (6) in any one (1) calendar year.

Section 13.6. Educational Leave. Any employee wishing to further his/her education in his/her career with the County may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

Section 13.7. Parental Leave. An employee may request in writing a parental leave up to six (6) months to begin at birth or date of adoption. Accumulated vacation or unpaid leave may be used for this purpose; however, paid leave must be used prior to utilizing unpaid leave. Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification in the department in which s/he worked at the time the leave of absence was granted. An employee who fails to return to work at the termination his/her parental leave shall be terminated.

Section 13.8. Bereavement Leave.

- A. When death occurs in an employee's immediate family, i.e. spouse, children, parent, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, grandchildren, sister-in-law, or a member of the employee's immediate household, the employee, on request, will be excused with pay for any of the first three (3) normally scheduled work days from the date of death through the date of the funeral/memorial service, provided they attend the funeral/memorial service. The use of said three (3) paid bereavement leave days may be adjusted in conjunction with the death and the funeral/memorial service, however shall not exceed a total of three (3) paid bereavement leave days for both.

Additional time off without pay may be granted upon the approval of the appropriate Division Head.

- B. An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused. Time thus paid will be counted as hours worked for purposes of overtime under Section 12.4.

Section 13.9. Personal Leave. Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted seven (7) days of personal leave each year in the first pay period which is paid in December. New hires shall receive an initial pro-rated amount of leave upon completion of six (6) months of continuous employment with Grand Traverse County. Employees who have not completed six (6) months of continuous employment as of the beginning of the pay period which is paid in December shall not receive leave for the prior year, however shall receive the full seven (7) days for the new year upon completion of the six (6) months of employment.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in one-half (½) hour increments. Claim for payment must be submitted on a form provided by the Employer.

Any balance left following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

Section 13.10. Sick Leave. Those employees who have a sick bank as of December 31, 1989, shall have said bank frozen. This bank may be used in the following instances:

- A. For absences due to illness after the personal days have been exhausted.
- B. For the first seven (7) days when an employee qualifies for the Short Term Disability.
- C. When an employee qualifies for Short-Term disability insurance, but chooses to use their frozen sick bank first.

Any balance left upon retirement (as defined in Section 17.4) or upon death shall be paid at the rate of one half (1/2) of any unused days at the prevailing hourly rate of the employee.

Section 13.11. Committee Service. The Health Officer may approve the absence of a full time employee, without loss of pay, to serve on special committees of a community or public health groups such as fund drives for United Way, American Red Cross, National Cancer Society and various committees of the Michigan Public Health Association.

ARTICLE XIV LONGEVITY BONUS

Section 14.1. General Conditions.

- A. Longevity will be paid by separate check, lump sum, on the first pay date in December to all regular full time employees and regular part time employees hired into the bargaining unit prior to January 1, 2005.
- B. At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.
- C. Election by an employee of Plan B or Plan C (existing longevity plan described in Section 14.3), where applicable, is irrevocable.
- D. Leaves of absence for periods in excess of thirty (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus.

Section 14.2. Longevity Plan B.

- A. All regular full-time employees, or regular part time employees on a pro-rated basis, hired on and after January 1, 1990, through December 31, 2004, were automatically assigned to this plan.

- B. After completion of five (5) years of seniority (service date), the employee shall receive a fifty dollar (\$50.00) longevity bonus.
- C. In December of the sixth and succeeding years thereafter, fifty dollars (\$50.00) annually will be added to the longevity pay bonus with no maximum limit.

For example: After 5 years: \$50.00
 After 6 years: \$100.00
 After 7 years: \$150.00

Section 14.3. Longevity Plan C: (Old Plan):

- A. For those regular full time employees, and regular part time employees on a pro-rated basis, hired prior to January 2, 1990, and who select Plan C on the "Employee Election of Longevity Pay Plan" prior to January 30, 1990, a longevity bonus shall be payable as described below.
- B. After completion of five (5) years of seniority (service date), the employee shall receive a longevity bonus as defined in the following table:

<u>Years of Service</u>	<u>Benefit</u>
5 thru 8	\$300.00
9 thru 12	450.00
13 thru 16	600.00
17 and up	750.00

ARTICLE XV
HOLIDAYS

Section 15.1. List of Holidays. The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day	Thanksgiving Day
President's Birthday	Friday after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Years Eve Day
Labor Day	2 Floating Holidays
Veteran's Day	

Section 15.2. Holiday Eligibility. To be eligible for holiday pay, an employee must:

- A. Be a regular full-time or regular part-time employee on the date the holiday occurs;

- B. Have worked in full, when scheduled, the Employer's regular scheduled straight time work day prior to, and the Employer's regularly scheduled straight time work day subsequent to the holiday, unless on authorized paid leave.

Section 15.3. Holidays During Other Leave. Holidays occurring during the vacation period, bereavement leave, personal leave or sick leave are compensable and shall not be charged against the employee's accumulated time.

Section 15.4. Celebration of Holidays.

- A. Whenever one of the designated holidays falls on an employee's scheduled work day, the employee shall receive holiday pay plus their regular day's pay for the day worked; provided however, that in the event the employee is called in to work on a holiday, then they shall receive time and one-half (1-½) plus holiday pay for the day worked; and provided further that in the event that a day off in lieu of the holiday can be scheduled it shall come under the language of Section 12.4.
- B. When any of the recognized holidays fall on Saturday, the preceding Friday shall be recognized as the holiday and likewise when the holiday falls on Sunday, the following Monday shall be recognized as the holiday. In the event two back-to-back holidays (i.e. Christmas Eve and Christmas Day) fall on a Friday and Saturday, then Thursday and Friday shall be recognized and likewise when the holidays fall on Sunday and Monday, then Monday and Tuesday shall be recognized.
- C. Whenever holiday work is required, the Employer shall provide two (2) working days notice prior to the holiday, except in emergency situations.

Section 15.5. Compensation for Holidays. Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday prorated on an equal hourly basis as compared to their regular assigned hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 15.6. Employees Who Don't Work As Scheduled. When an employee is scheduled to or agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he/she shall not receive the pay for such holiday, unless otherwise excused by the Employer.

Section 15.7. Floating Holidays. Two (2) floating holidays (pro-rated for regular part time employees) shall be credited to the employee in the first pay period of the calendar year. Employees who are hired during the year shall not receive the floating holiday until the following January. Such holidays shall not accrue from year to year or be paid out for any reason. Employees are responsible for scheduling the day off with

their supervisor far enough in advance to be assured that they will be able to use the day before the end of the year.

ARTICLE XVI VACATIONS

Section 16.1. Vacation Accrual. Employees working under this agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible:

- A. An employee shall be entitled to receive vacation pay as hereinafter set forth if such employee is regular full-time or regular part-time. For regular part-time employees the vacation schedule shall be prorated by the same factor as his/her regular scheduled hours.
- B. An employee's vacation eligibility year shall be defined as the twelve (12) month period immediately preceding the employee's anniversary date of hire, and in yearly periods thereafter, and such vacation shall be accrued on a biweekly basis in accordance with the following schedule.

C. Years of Service	Days per Year	Hrs. Per Year (37 ½ Hr. Week)	Hrs. Per Year (40 Hr. Week)
Less than 3 years:	10	75	80
3 but less than 5 years	12	90	96
5 but less than 10 years:	15	112.5	120
10 but less than 15 years:	18	135	144
15 but less than 25 years:	20	150	160
25 or more years:	21	157.5	168

- D. For those employees hired prior to January 2, 1990, and who select Plan B on the "Employee Selection of Vacation Plan" form by January 30, 1990, the vacation schedule shall be as follows:

Years of Service	Days per Year	Hrs. Per Year (37 ½ Hr. Week)	Hrs. Per Year (40 Hr. Week)
Less than 3 years:	12	90	96
3 but less than 6 years:	15	112.5	120
6 or more years:	20	150	160

Section 16.2. Scheduling Vacations. All vacations shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operations. The Employer shall have no obligation to permit

an employee to tie a vacation to other leaves.

Section 16.3. Vacation Carryover. Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of twenty (20) days.

Section 16.4. Illness During Vacation. If an employee becomes ill and/or is under the care of a doctor during his/her vacation, he/she may choose to use personal leave rather than vacation leave for that period of time. A doctor's statement may be required by the Employer.

ARTICLE XVII INSURANCE AND PENSION

Section 17.1. Health Insurance. During the term of this Agreement, the Employer agrees to pay the full premium for health insurance for all regular full time employees, including those on paid leave, and their families. Regular part time employees who elect to do so may be covered, with the County covering the prorated amount based on the number of hours the employee is regularly scheduled to work, and the employee reimbursing the County through payroll deduction for the remainder.

Said insurance shall be substantially equivalent to the benefits in effect on January 1, 2008, as detailed in Appendix B, with the Priority Health Maintenance Organization, including the \$10 office visit co-pay, the prescription drug co-pay as described in the Certificate of Coverage, and the freestanding Vision and Dental Plans, under the guideline that such coverage does not duplicate existing insurance coverage of the employee or the employee's spouse. Effective March 1, 2005, the prescription drug co-pay will be increased to \$10 / \$40 with a mail order prescription drug program (90-day supply for one co-pay).

For employees who otherwise are entitled to health insurance coverage under this Section, the employee shall have the option of receiving an annual payment in lieu of such coverage in the amount of two thousand (\$2,000) dollars on a pro-rated basis based on FTE and based on months of service in the given year, subject to the Employer's policy, carrier regulations, and applicable tax law.

Employees whose spouses are also employed by Grand Traverse County will not be eligible to be double covered under the health program. They may each select their own coverage (in the case of regular insurance or HMO) if they wish, and dependents will be covered under the employee whose birth date comes first in the year unless otherwise agreed to by both employees or required by the plan documents.

Employees who retire from County employment (as defined in Section 17.4) may remain on the Employer's group health plan by reimbursing the Employer for the full

premium (or illustrative rate in lieu of). At Medicare age, the Employer will cover the cost of the Medicare supplement for the retiree only. Retirees may cover eligible spouses or dependents by reimbursing the County the full amount of the premium for those individuals.

The benefits provided under the Grand Traverse County health Program shall be secondary to any personal protection or personal injury benefits carried by an employee through an insurer under a motor vehicle policy described in Section 3101(1) of the Michigan Compiled Laws.

Section 17.2. Workers Compensation. Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee, if eligible for worker's compensation, may elect to receive in addition to their worker's compensation benefits, twenty percent (20%) of their regular gross pay, to be paid by the Employer from the employee's accumulated leave only a sum sufficient to make up the difference between the worker's compensation benefits received and their regular weekly income based on their regularly scheduled work week.

Section 17.3. Unemployment Compensation.

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

Section 17.4. Retirement.

All regular full time, and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under the Municipal Employees Retirement System. The Employer shall contribute 6% of wages under the MERS Defined Contribution Plan. Employees may choose to make a one (1) time irrevocable decision to contribute three percent (3%) of their wages to the plan, and if the employee chooses to contribute three percent (3%), the Employer will contribute an additional three percent (3%). Employees will be vested twenty-five percent (25%) after three (3) years of service, fifty percent (50%) after four (4) years, seventy-five percent (75%) after five (5) years, and be fully vested after six (6) years of service. Eligibility for Defined Contribution pension is made in accordance with MERS plan documents and IRS regulations.

Employees already under the MERS Defined Benefit Plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits calculated under B-4 plan with the F55/25 rider, six (6) year vesting, and E2 rider of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer.

Section 17.5. Other Retirement-Related Benefits.

Age sixty (60) with six (6) years of service, or age fifty-five (55) with twenty-five (25) years of service, shall be considered as age of retirement for payment of other

retirement-related benefits such as (but not limited to) payout of frozen sick banks and eligibility for the Employer's retiree group for health insurance.

Section 17.6. Short-Term Disability.

All regular full-time and regular part-time employees actively at work at least fifteen (15) hours each week shall be eligible for Short-Term Disability Insurance on the first day following one hundred eighty (180) consecutive calendar days of employment. Actively at work includes regularly scheduled days off, holidays, vacation days, or other paid leave days as long as the employee is capable of Active Work on those days. This coverage shall provide sixty-six and two-thirds percent (66 2/3%) of the employee's regular pre-disability earnings for up to one hundred eighty-two (182) calendar days for absences due to an eligible injury or illness. The coverage shall begin on the eighth (8th) calendar day following an injury or illness. Health insurance provided by the employer shall continue during the duration of this coverage. Paid leave will be used to cover the eligibility period before going on unpaid leave. Eligibility and benefit provisions are provided subject to plan documents.

Section 17.7. Life Insurance.

All regular full time and regular part-time employees actively at work (as defined in Section 17.6) for at least fifteen (15) hours each week shall be eligible for Term Life and Accidental Death and Dismemberment insurance on the first day following one hundred eighty (180) consecutive calendar days of employment. Said insurance shall be in the amount of \$20,000 or one times annual salary, whichever is greater. Eligibility and benefit provisions are provided subject to plan documents.

ARTICLE XVIII
VACANCY, TEMPORARY TRANSFER & PROMOTION

Section 18.1. Preference for Regular Vacancies. Regular vacancies within the Bargaining Unit shall be given preference to be filled from within the Bargaining Unit. If none of the present employees meet the established requirements, the Employer may open the vacancy to applicants outside the Bargaining Unit. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice to Human Resources of their intent to fill a vacant position.

Section 18.2. Factors for Promotion. The Department Head will exercise final appointing authority for promotions of employees under this article, and shall not be arbitrary or capricious.

The following factors shall be considered in determining the selection.

- A. Knowledge, training and ability to do the work.
- B. Attendance records and performance evaluations.
- C. Physical qualifications.

- D. Meets the minimum qualifications, certifications, and licensure for the job.
- E. Where general qualifications are relatively equal seniority will prevail.

Results of any examinations taken for the purpose of filling a vacancy shall be available.

Section 18.3. Rate of Pay in Promotion. A present employee who fills a classification vacancy which pays a higher rate shall receive the higher rate but in no case shall receive less than his current rate.

Section 18.4. Orientation Period. The employee who is promoted (within or outside of the bargaining unit) shall serve a six (6) month orientation period to prove he/she is capable of performing the work. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted without loss of seniority and will provide said employee, upon written request from that employee, a written explanation specifying the reasons for the return to the former classification. Union seniority shall not accumulate while the employee is in a position outside the bargaining unit.

Section 18.5. Temporarily Filling A Vacancy. For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the senior most qualified employee within the department. The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this article as soon as possible. However, no position shall be considered temporary for a period beyond sixty (60) calendar days, without mutual consent of the employer and the Union.

If an employee is promoted temporarily to fill the major functions of a higher classification, he/she shall be compensated at the higher classification.

Section 18.6. New Classifications. When a new job classification is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

Should the duties and/or responsibilities of a current bargaining unit classification significantly change during the life of this Agreement, the parties agree to negotiate the effects of such changes including rates of pay.

Section 18.7. Emergency Work Assignments. It is recognized that the Employer is in the business of providing public services, and that during an emergency, work

assignments, personnel and procedures may be reasonably modified as necessary to meet the demands of the emergency.

ARTICLE XIX MISCELLANEOUS

Section 19.1. No Discrimination. There shall be no discrimination by the Employer or the Union against any employee because of age, race, sex, religion or national origin.

Section 19.2. Drug Free Work Place. The Drug Free Workplace Act, which became effective March 18, 1989, holds employers who receive federal grants responsible for certifying that they maintain a drug-free workplace.

Grand Traverse County is committed to maintaining a workplace free from alcohol and drugs. The County desires to help employees be free from drug and alcohol abuse and in this spirit will offer assistance through referral sources for rehabilitation. We require all employees to report for work able to fully perform their job duties free from such substance abuse. Manufacturing, selling, distributing, dispensing, purchasing, possessing or consuming alcohol or illegal drugs and/or misusing prescribed drugs in the workplace, during the workday including while on meal breaks, or driving while legally intoxicated/impaired during paid time is prohibited and may be grounds for discipline, up to and including termination.

The employee may be required to take a drug test or breathalyzer in the event of a personal injury accident on the job or where there is a reasonable suspicion of illegal drug use, being under the influence of alcohol on the job, or use of drugs negatively impacting an employee's job performance. Reasonable suspicion testing may be based upon, among other things:

- A) Observable phenomena, such as direct observation of drug or alcohol use or possession, and/or the physical or behavioral symptoms of being under the influence of a drug or alcohol;
- B) A pattern of abnormal conduct or erratic behavior;
- C) Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- D) Information provided either by reliable and credible sources and independently corroborated; or
- E) Newly discovered evidence that the employee has tampered with a previous drug test.

The County shall arrange for the testing and shall transport the employee to the test site. Employees requested to submit to a drug and/or alcohol-screening test must do so immediately or by a time otherwise specified by the employer. Employees may not delay in taking the test, or otherwise interfere with the testing process. Any employee who violates this provision will be deemed to have voluntarily resigned from the County. The employee shall be suspended with pay during the testing procedures and while waiting for the test results. Employees who are tested must consent to release of the test results to the County. A refusal to take a test or to release the test results, as well as interference with or adulteration of test procedures or samples, shall be deemed to be a voluntary resignation. The provisions of 49 CFR 40.191 and 40.261 describe employee conduct that constitutes a refusal to test. All drug and alcohol testing shall be conducted by a laboratory or testing facility which has been approved by the Department of Public Health of Michigan, or which meets the standards set out in 49 CFR Part 40, and as amended, and shall be paid by the Employer.

Preliminary urine testing may be done by immunoassay procedures, but samples testing positive from such preliminary screening tests shall be subject to an additional confirmatory gas chromatography/mass spectrometry (GC/MS) test. No urine test shall be reported positive until confirmation by such GC/MS testing. The procedures shall include a Medical Review Officer (MRO). In addition, the laboratory shall retain a portion of the initial sample to be made available on request to the employee for independent confirmatory tests at the employee's expense at a laboratory of the employee's choice.

The cutoff limits for confirmation tests established in 49 CFR Part 40 shall be used to determine whether a drug test result is positive for those drugs for which such limits are set in that Part. For any other drug, the cutoff limits recognized by the testing laboratory shall be used to determine whether a drug test result is positive. In the event that the cutoff limits established in 49 CFR Part 40 are revised and/or an agency of the federal government establishes cutoff limits for any additional drugs or metabolites, such revised or new cutoff limits shall be used.

The Employer will not utilize blood tests for the presence of drugs and/or alcohol unless requested by the Employee. Should the employee request blood testing, he/she must agree to release the blood test results to the Employer.

In compliance with the law, Grand Traverse County requires an employee to abide by the conditions set forth above, and further, to notify the Director of Human Resources of his/her criminal drug statute conviction for a violation no later than five (5) days after the conviction, and Grand Traverse County in turn will adhere to the reporting requirements stipulated by law.

As an alternative to discharge, the Employer may, but is not required to, offer a Last Chance Agreement.

Section 19.3. Gender. Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 19.4. Captions. The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

Section 19.5. Union Bulletin Boards. The Employer will provide a bulletin board at each of the following sites: Public Services Building and the Health Services Building.

Section 19.6. Joint Health and Safety Committee. The parties to this Agreement shall establish a Joint Health and Safety Committee. All Health and Safety issues and complaints will be handled by the Health and Safety Committee.

Section 19.7. Mileage. Employees operating their own automobiles on County business shall be reimbursed for miles traveled according to the rate established by the Board of Commissioners. A \$200 car allowance will be paid at the end of the year to an employee who drives his private vehicle 5,000 miles or more on County business.

Section 19.8. Tuition Reimbursement. Employees who have completed twelve (12) months of regular employment with the County, and who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer at the rate of 50% upon completion of the course with documentation of a passing grade of C or better, limited to eight (8) credit hours per semester or term. This benefit would be subject to any increase approved by the Board of Commissioners.

Section 19.9. C.E.U.s. The Employer agrees to pay for the cost of C.E.U.s for Nurses (RNs and LPNs), Sanitarians, Registered Dietitians, Registered Dietician Techs and Animal Control Officers for approved conferences.

Section 19.10. Professional Practice Committee. The parties to this Agreement shall establish a Professional Practice Committee consisting of three professional staff, one Manager, and the Administrator/Health Officer to meet as requested by either party to discuss professional practice issues. A summary of the meeting shall be forwarded to the Union's Business Representative.

Section 19.11. Clothing.

The Employer will provide Sanitarians who perform on-site sewage and well permits with winter wear (excluding shoes or boots), Animal Control Officers with uniforms and protective vests, and Strategic Area Planners with jackets, all of which will be replaced as needed. The Employer further agrees to provide Clinic Staff (RNs, LPNs, Dietitians) and Health Educators with lab coats which will be evaluated and replaced as needed.

Section 19.12. Smoking.

Employees are not permitted to smoke on paid time, nor in County vehicles or on County property.

ARTICLE XX
WAIVER

Section 20.1. Savings Clause. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 20.2. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

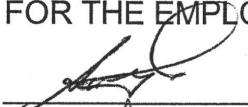
ARTICLE XXI
TERMINATION

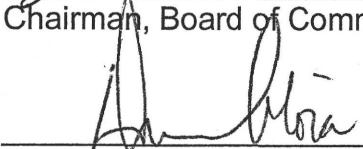
This Agreement shall be effective on the first day of January 2008 and shall remain in full force and effect until the 31st day of December 2010; provided, however, that the parties agree that negotiations shall be re-opened for Wages, Health Insurance, Retirement, Worker's Compensation, Vacation, Duration of Contract, and Consideration of the Segal Study, to be effective beginning January 1, 2010. The economic package shall be automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred fifty (150) days prior to the end of the year that it desires to modify the economic package. The contract shall be automatically renewed from year to year thereafter unless either party notifies the

other, in writing, at least one hundred fifty (150) days prior to the anniversary date that it desires to modify this Agreement.

The parties further agree that if across the board wage increases for 2008 and 2009 greater than 2.25% and 1.5%, respectively, are given to any non-Act 312 Grand Traverse County Bargaining Unit, such increase over 2.25% for 2008 and 1.5% for 2009 shall also be paid across the board to Health Department employees covered by this Agreement; provided, however, that any wage increase included in a bargaining agreement executed prior to October 31, 2008, shall not be the basis for a like increase under this Agreement.

FOR THE EMPLOYER:


Chairman, Board of Commissioners


County Administrator

Dated: _____

1.2.09

FOR THE UNION:


Business Representative


Steward


Steward


Steward

Dated: _____

12-1908

GRAND TRAVERSE COUNTY HEALTH DEPARTMENT ASSOCIATION
CLASSIFICATION PLAN

FLSA covered:

- C: Office Clerk
Personal Health Technician: Vision & Hearing
- D: Account Clerk
Office Specialist
Environmental Health Technician I
Secretary
- E: Account Clerk Specialist
Vision/Hearing Coordinator
Personal Health Technician
- F: Accounting Technician
Animal Control Officer
Environmental Health Technician II
Administrative Secretary
Licensed Practical Nurse
Program Counselor
Homeland Security Solutions Area Planner
- H: Health Educator

FLSA exempt:

- H: Public Health Nurse I
Sanitarian I
- I: Public Health Nurse II
Sanitarian II
Health Planner
Dietitian
- J: Coordinator: Health Program
Environmental Health Coordinator
- K: Nurse Practitioner

APPENDIX A

Wage Scales

TEAMSTERS HEALTH DEPARTMENT

HOURLY Effective January 1, 2008

Increase over 2007:

2.25%

	Train 1	Train 2	1	2	3	4	5	6
C	10.05	10.79	11.60	12.13	12.68	13.26	13.87	14.52
D	10.74	11.53	12.42	12.99	13.60	14.20	14.83	15.52
E	11.46	12.36	13.29	13.89	14.54	15.19	15.87	16.63
F	12.28	13.22	14.22	14.87	15.54	16.25	17.00	17.79
G	13.52	14.55	15.64	16.33	17.10	17.90	18.71	19.53
H	15.57	16.71	17.99	18.82	19.64	20.57	21.48	22.45
I	16.66	17.91	19.24	20.12	21.02	21.99	23.02	24.04

HOURLY Effective January 1, 2009

Increase over 2008:

1.50%

	Train 1	Train 2	1	2	3	4	5	6
C	10.20	10.95	11.77	12.31	12.87	13.46	14.08	14.74
D	10.90	11.70	12.61	13.18	13.80	14.41	15.05	15.75
E	11.63	12.55	13.49	14.10	14.76	15.42	16.11	16.88
F	12.46	13.42	14.43	15.09 *	15.77	16.49	17.26	18.06
G	13.72	14.77	15.87	16.57	17.36	18.17	18.99	19.82
H	15.80	16.96	18.26	19.10	19.93	20.88	21.80	22.79
I	16.91	18.18	19.53	20.42	21.34	22.32	23.37	24.40

The parties further agree that if across the board wage increases for 2008 and 2009 greater than 2.25% and 1.5%, respectively, are given to any non-Act 312 Grand Traverse County Bargaining Unit, such increase over 2.25% for 2008 and 1.5% for 2009 shall also be paid across the board to Health Department employees covered by this Agreement; provided, however, that any wage increase included in a bargaining agreement executed prior to October 31, 2008, shall not be the basis for a like increase under this Agreement.

11/18/2008

TEAMSTERS HEALTH DEPARTMENT

EXEMPT

Effective January 1, 2008

Increase over 2007:

2.25%

	Train 1	Train 2	1	2	3	4	5	6
H	30,467	32,705	35,188	36,793	38,448	40,244	42,039	43,973
H*	32,499	34,885	37,534	39,246	41,011	42,926	44,842	46,904
I	32,564	35,022	37,673	39,387	41,154	43,060	45,021	47,067
I*	34,735	37,356	40,184	42,012	43,897	45,931	48,022	50,205
J	34,857	37,482	40,298	42,122	44,027	46,043	48,117	50,376
J*	37,181	39,981	42,984	44,930	46,962	49,113	51,324	53,735
K	37,297	40,106	43,119	45,070	47,109	49,266	51,485	53,903
K1	44,757	48,127	51,742	54,084	56,531	59,120	61,782	64,683

EXEMPT

Effective January 1, 2009

Increase over 2008:

1.50%

	Train 1	Train 2	1	2	3	4	5	6
H	30,925	33,196	35,716	37,345	39,025	40,847	42,670	44,632
H*	32,986	35,409	38,097	39,835	41,626	43,570	45,514	47,608
I	33,053	35,547	38,238	39,977	41,771	43,706	45,696	47,773
I*	35,256	37,917	40,787	42,643	44,556	46,620	48,743	50,958
J	35,380	38,045	40,902	42,753	44,687	46,734	48,838	51,132
J*	37,739	40,581	43,629	45,604	47,667	49,850	52,094	54,541
K	37,857	40,708	43,766	45,746	47,816	50,005	52,257	54,711
K1	45,428	48,849	52,519	54,895	57,379	60,007	62,708	65,654

* Based on 40 hour work week

K1 = 20% Market / Based on 37.5 hour work week

The parties further agree that if across the board wage increases for 2008 and 2009 greater than 2.25% and 1.5%, respectively, are given to any non-Act 312 Grand Traverse County Bargaining Unit, such increase over 2.25% for 2008 and 1.5% for 2009 shall also be paid across the board to Health Department employees covered by this Agreement; provided, however, that any wage increase included in a bargaining agreement executed prior to October 31, 2008, shall not be the basis for a like increase under this Agreement.

APPENDIX B

Summary of Benefits Priority Health

PRIORITY HEALTH
priorityhealth.com
PRIORITYHMOSM SUMMARY OF BENEFITS 100% HOSPITAL PLAN
Grand Traverse County MEDPLAN 0003 - Active Employees Only
January 1, 2008 through December 31, 2008

The following information is provided as a summary of benefits available under your Priority Health plan. This summary is not a substitute for your Certificate of Coverage and Schedule of Copayments and Deductibles. **It is not a binding contract.**

Limitations and exclusions apply to benefits listed below. Coverage for services is based on Medical / Clinical necessity as determined by Priority Health's Medical Department. A complete listing of covered services, limitations and exclusions is contained in the Certificate of Coverage, Schedule of Copayments and Deductibles and any applicable riders issued to you. You may request a copy of the Certificate of Coverage from Priority Health's Customer Service Department at 616 942-1221 or 800 446-5674 or on-line at priorityhealth.com. Contact Priority Health's Customer Service Department if you have questions about your benefits or coverage.

Copayment = Member pays

% Coverage = Priority Health pays

Basic Benefits

Physician's Services	
Primary Care Provider (PCP) Office Visit (services provided by a PCP and other Participating Physician during an office visit for health maintenance and preventive care, such as a routine physical, or for the diagnosis and treatment of a covered illness or injury)	\$10 Copayment per visit
Specialist Office Visit (referral care provided by a Participating Physician other than your PCP and prior approval from Priority Health if necessary)	\$10 Copayment per visit
Routine Pre and Post-natal Care	\$10 Copayment per visit. Maximum Copayment of \$60 per pregnancy.
Allergy Care	100% Coverage for injections and serum. Applicable office visit Copayment may apply for testing.
Outpatient Services	
Diagnostic Laboratory and X-Ray	100% Coverage
Chemotherapy	100% Coverage
Radiation Therapy	100% Coverage
Hemodialysis	100% Coverage
Rehabilitative Medicine Services	
Physical and Occupational Therapy (including spinal manipulation)	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.
Speech Therapy	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.
Cardiac Rehabilitation and Pulmonary Rehabilitation	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.

Note: If the above outpatient services are performed and processed in a physician's office, the office visit Copayment applies.

Hospital Services	
Inpatient Services (semi-private room and intensive care, surgery and all related surgical services, ancillary services while inpatient) Note: Non-emergency inpatient hospital admissions, other than for normal labor and delivery, must be approved in advance by Priority Health.	100% Coverage
Inpatient Hospital Professional Services	100% Coverage
Outpatient Surgery at Hospital or Ambulatory Center (surgery and all related surgical services)	100% Coverage Prior approval is required for certain radiology examinations.
Outpatient Hospital Professional Services	100% Coverage

SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN

Hospital Services (continued)	
Certain Surgeries and Treatments (Physician fees only) Bariatric surgery* (limit one per lifetime) Reconstructive surgery: blepharoplasty of upper lids, breast reduction, panniculectomy*, rhinoplasty*, septorhinoplasty and surgical treatment of male gynecomastia Skin Disorder Treatments: Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of sebaceous keratoses, excision of skin tags, treatment of vitiligo and port wine stain and hemangioma treatment. Varicose veins treatments Sleep apnea treatment procedures*	Physician fees are Covered at 50% of the first \$2,000.00 for each certain surgery or treatment, 100% thereafter. If applicable, any hospital services Copayment also applies. *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty and sleep apnea treatment procedures.
Emergency Medical Care (in or out of the service area)	
Hospital Emergency Room	\$35 Copayment per visit (waived if admitted)
Urgent Care Center	\$10 Copayment per visit
Physician's Office	\$10 Copayment per visit
Ambulance (land or air)	\$50 Copayment
Family Planning/Infertility Services	
Vasectomy	100% Coverage when performed in a provider's office or when in connection with other covered inpatient or outpatient surgery.
Tubal Ligation	
Professional Fees	100% Coverage
Outpatient	100% Coverage
Inpatient	100% Coverage only when performed in connection with delivery or other covered inpatient surgery.
Infertility counseling and treatment of underlying cause of infertility	50% Coverage. Prescription drugs for infertility treatment covered only with prescription drug rider.
Mental Health/Substance Abuse Services	
Note: All Mental Health and Substance Abuse services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.	
Inpatient Mental Health Services	100% Coverage. Maximum 20 days per Contract Year.
Outpatient Mental Health Services	\$20 Copayment. Maximum 20 visits per Contract Year. (\$10 Copayment per group therapy visit – two group therapy visits counts as one outpatient visit.)
Substance Abuse Services	80% Coverage up to the minimum annual benefit as determined by the State of Michigan per Contract Year.
Other Services	
Durable Medical Equipment	50% Coverage
Prosthetics & Orthotics	50% Coverage
Skilled Nursing, Subacute, Inpatient Rehabilitation and Hospice Facility	100% Coverage. Maximum 120 days per Contract Year (combined benefit for all services).
Home Health Care	Covered in full.
Temporomandibular Joint Syndrome (TMJS)	50% Coverage
Orthognathic Surgery	50% Coverage

Additional Benefits

Pharmacy Services	
Prescription Drugs	Covered with a \$10 Generic/\$40 Brand Name Copayment per prescription. Excludes prescription contraceptive drugs and implantable contraceptive drugs. Contraceptive devices administered or supplied in the physician's office are covered at 50%. Does not cover condoms, foams, jellies, ointments and other drugs or devices available over the counter. Infertility drugs covered with a 50% Copayment. (Limitations apply)
Note: Prescription drug coverage is based on the usage of a medication formulary.	
Prescription Mail Order	Prescription drugs filled for up to 90 days with a \$10 Generic/\$40 Brand Name Copayment per prescription. (Limitations apply)
Vision Care Exam Every 12 Consecutive Months	One eye exam (including refraction) with participating provider every 12 consecutive months. \$15 Copayment.

Eligibility Information

Dependent Children	Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.
Early Retiree Coverage	Not Available on this plan
65+ Retiree Coverage	Not Available on this plan

APPENDIX C

Summary of Benefits Delta Dental



Delta Dental Plan of Michigan

DeltaPremier Benefit Features for Grand Traverse County

The following chart indicates the services covered by Delta Dental Plan of Michigan through DeltaPremier. It also shows the percentage of coverage of Delta Dental's allowed fee for each category and your copayment, if any:

	Delta Dental Pays	You Pay
CLASS I		
Diagnostic and Preventive Services – Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments).	100%	0%
Emergency Palliative Treatment – Used to temporarily relieve pain.	100%	0%
Radiographs – X-rays. Benefits for bitewing X-rays are payable twice in any period of 12 consecutive months. Benefits for full mouth X-rays are payable once in any three-year period.	100%	0%
Sealants – Dental sealants to prevent decay of permanent molars. Sealants are payable only for the occlusal surface of first and second permanent molars to age 14.	100%	0%
CLASS II		
Oral Surgery Services – Extractions and dental surgery, including preoperative and postoperative care.	75%	25%
Relines and Repairs – Relines and repairs to bridges and dentures.	75%	25%
Minor Restorative Services – Used to repair teeth damaged by disease or injury (for example, amalgam [silver] and resin [white] fillings).	75%	25%
Major Restorative Services – Used when teeth can't be restored with another filling material (for example, crowns).	75%	25%
Periodontic Services – Used to treat diseases of the gums and supporting structures of the teeth.	75%	25%
Endodontic Services – Used to treat teeth with diseased or damaged nerves (for example, root canals).	75%	25%
CLASS III		
Prosthodontic Services – Used to replace missing natural teeth (for example, bridges and dentures).	75%	25%
CLASS IV		
Orthodontic Services (to age 19) – Used to correct malposed teeth and/or facial bones (for example, braces).	50%	50%
Maximum Payment – \$1,000 per person total per contract year on Class I, Class II and Class III Benefits. Delta Dental's payment for Class IV Benefits will not exceed a lifetime maximum of \$1,000 per eligible person.		
Deductible – None.		

Customer Service toll-free number (800) 482-8915
www.deltadentalmi.com

This document is intended as a supplement to your Dental Care Certificate and Summary of Dental Plan Benefits. Please refer to your certificate and summary for policy exclusions and limitations.

APPENDIX D

Summary of Benefits Employee Vision Plan

SUMMARY PLAN DOCUMENT

EMPLOYEE VISION PLAN

Plan Administrator: County of Grand Traverse, 400 Boardman Avenue, Traverse City, MI 49684, (231) 922-4599.

Plan Effective Date: 12:01 a.m., Eastern Standard Time, January 1, 1998

Plan Distribution Date: December 29, 1997

Plan Benefit Year: The fiscal year of the Plan commences on the first day of January and ends on the last day of the following December.

Plan Number: 503

Employer Identification Number: 38-6004852

Acceptance of Legal Notice: The Plan is a legal entity. Legal notices may be filed with, and legal process served upon, Grand Traverse County.

FUNDS FOR PAYMENT OF VISION CLAIMS ARE PAID FROM THE ASSETS OF THE COUNTY.

Grand Traverse County (Employer) hereby establishes a plan for payment of certain expenses for the benefit of its eligible employees, to be known as the Grand Traverse County Employee Vision Plan (Plan). The Employer assures its covered employees that during the continuance of the Plan all benefits hereinafter described shall be paid to or in behalf of them in the event they become eligible for benefits. The Plan is subject to all the terms, provisions and conditions recited on the following pages.

Authorized Signature

Date



Table of Contents

Eligibility	2
Schedule of Benefits	2
Exceptions	3
Filing Vision Claims	3
Individual Termination of Coverage	3
Coordination of Benefits	3
Plan Amendment or Termination	3
Plan is Not a Contract	3
Appealing a Claim	4
Rights of Employees	4

Eligibility: Regular Full-Time and Regular Part-Time (on a pro-rated basis) employees and elected officials and who are in the following classes are eligible for coverage under the Plan:

AFSCME Supervisors
Circuit Court Association Employees
Circuit Court Supervisors
COAM Dispatch Supervisors
Non-Contract Hourly Employees
Non-contract Exempt Employees
POAM Sheriff Employees
Elected Officials

POLC Sheriff Employees
Teamsters Central Dispatch Employees
Teamsters District Court Employees
Teamsters General Employees
Teamsters Sergeants
TPOAM Central Records.
G.T. County Health Dept. Association
Retired employees of the preceding classes

To be covered, the employee must fill out the enrollment form provided by the Employer and return to Human Resources within 30 days of the effective date of coverage. If the employee loses coverage, the employee must enroll in the County's plan within 30 days of loss of coverage and must provide proof of loss of coverage. If the employee does not enroll during that time period, the employee may enroll for coverage during the annual open enrollment period in December of each year.

If the employee is a regular part-time employee, becomes a regular part-time employee from full-time, or changes their regular hours worked while a part-time employee, the employee must complete the payroll deduction form for employee contribution within 30 days of the effective date in order to be covered.

If the employee enrolls under the Plan, their lawful spouse and qualified dependents may also be covered under the Plan.

Qualified dependents include your natural children, step-children who reside with you, adopted children, spouse's adopted children who reside with you, or children under court-appointed guardianship if you claim them as a current income tax exemption, and who are not in the active military service of any government. Dependents will be covered until the end of the year in which they reach age 19. (G.T. County Health Dept. Assoc., Teamsters Dispatch, TPOAM and COAM employees may continue their dependent children until the end of the year in which they reach age 25 provided they are dependent upon you for more than half of their support, you claim them as a current tax exemption, and they reside with you or are in temporary residence at school or camp.)

Qualified dependents also include your unmarried natural children, step-children who reside with you, adopted children, spouse's adopted children who reside with you, or children under court appointed guardianship if they were mentally or physically handicapped and totally disabled prior to their nineteenth (19th) birth date.

If the employee waived coverage for dependents, they may be enrolled during the annual reopening period, or upon submission of a new enrollment form within 30 days of the date coverage was lost with another group. New dependents (birth, adoption, marriage, etc) may be added if an enrollment form is submitted within 30 days of becoming an eligible dependent.

If your spouse is also an employee of Grand Traverse County, neither you, your spouse, or your dependents shall be double covered.

If you retire from County employment, and if you are eligible to draw a pension benefit immediately upon retirement, you may elect to be covered under the County's group by reimbursing the County for the premium amount of your coverage. If you defer your pension benefit you may choose the County's group coverage upon written notification to Human Resources Office within thirty (30) days of starting to draw your pension benefit. If you choose not to continue the group coverage upon retirement and you lose other group coverage you may also return to the County's group coverage by giving the County written notice within thirty (30) days of the event.

Schedule of Benefits:

Waiting Period:

First day following 30 days of service.

Frequency:

Once in every 24 consecutive months, from the last date of service, for each covered individual.

Glasses:

Frames after a \$7.50 co-pay to a maximum of \$35

Lenses after a \$7.50 co-pay (waived if frames are purchased at the same time) to a maximum of:

Single focal \$43

Bifocals \$60 plastic or \$70 glass

Trifocals \$90 plastic or \$100 glass

Contact lenses:

Payment may be made for contact lenses in lieu of lenses and frames at the reasonable and customary amount for single focal glasses (normally \$78).

Exceptions: The Plan does not cover:

- a. Expenses covered under Workers' Compensation or employer liability laws.
- b. Expenses covered by any governmental agency or under any governmental program or law, except as to charges which the person is legally obligated to pay.
- c. Expenses incurred prior to the date the person became covered under this Plan.
- d. Expenses incurred that are not provided by a Medical Doctor (MD), Doctor of Osteopathy (DO), Doctor of Optometry (OD), an optical laboratory or an optician.
- e. Oversize or tinted lenses unless prescribed for medical reasons.

Filing Vision Claims: Submit your paid receipt or paid bill, along with a completed claim form, to the Human Resources Department.

Individual Termination of Coverage: The coverage of any employee shall terminate on any of the following dates:

- a. The date of termination of the Plan; or,
- b. The date that he/she ceases to be an "eligible employee" or "eligible dependent" unless coverage is continued under COBRA regulations; or,
- c. The date all or certain benefits are terminated on his/her particular class of employee by modification of the Plan; or,
- d. The date he/she fails to make a required contribution, if applicable.

The dependent's coverage with respect to each dependent shall cease on the date the employee's coverage terminates, unless the dependent is eligible for and contributes premiums for continued participation in the Plan as required by COBRA.

Coordination of Benefits: The purpose of this Plan is to help you meet the cost of needed vision care. It is not intended that anyone receive benefits greater than actual expenses incurred. Benefits payable by this Plan shall be the lesser of Grand Traverse County Plan's schedule or the balance after the payment by other plans, the total of which shall not exceed the maximum expense. All benefits provided hereunder are subject to this provision.

Plan Amendment or Termination: The Plan may be amended or terminated by the Employer at any time. Appropriate filing and reporting of any amendment with governmental authorities and to employee participants will be timely made by the Administrator in accordance with Title I of the Employee Retirement Income Security Act of 1974 (ERISA). In the event of Plan termination, the County will have no obligation under the Plan beyond paying the difference between the claims incurred (even though later filed) and expenses of the Plan due up to the date of termination. Such claims and expenses shall be paid as normal expenses of the Plan. Any termination of the Plan will be communicated to participants.

Plan is Not a Contract: The Plan shall not be deemed to constitute a contract between the County and any employee or to be consideration for, or an inducement or condition of, the employment of any employee.

Appealing a Claim: If your claim is denied in whole or in part, you will receive written notification from the Administrator within 90 days of the date you filed the claim. A claim worksheet will be provided showing the calculation of the total amount payable, charges not payable, the reason, and the steps you may take to have the claim reviewed. If additional information is needed for payment of a claim, the Employer will contact you. You may request a review by filing a written application with your Employer. On receipt of the written request for review of a claim, the Employer will review the claim and furnish copies of all documents and all reasons and facts relating to the decision. You may submit your opinion of the issues and your comments in writing. Requests for review must be filed within 120 days after you receive notice of denial. A decision will be made promptly within 60 days and will be delivered to you in writing setting forth specific reasons for the decision and specific references to the pertinent plan provisions upon which the decision is based. The decision will be final.

Rights of Employees (ERISA)

As a person covered under this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. This law, called ERISA, provides that all people covered by the Plan are entitled to:

(1) Examine, during the Employer's normal business hours and without charge, all Plan documents, including insurance contracts, bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and Plan descriptions; (2) Obtain copies at no more than a reasonable charge of all Plan documents and other Plan information by writing to the Administrator; and (3) Receive a summary of the Plan's annual financial report, if any, from the Administrator.

ERISA also imposes duties upon the people responsible for the operation of the Plan. These persons, referred to as "fiduciaries," must act solely in the interest of Plan participants and must be prudent in performing their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

The law provides that no one may fire you or discriminate against you to prevent you from obtaining a benefit or exercising your rights under ERISA. The law provides that if your claim for a benefit is denied in whole or in part, you will receive a written notice explaining why your claim was denied. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps that you can take to enforce your rights. For instance, if you request copies of Plan documents from the Employer and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Administrator to provide the documents and pay up to \$100 a day until you receive them, unless they were not sent because of reasons beyond the control of the Administrator. If you are improperly denied a benefit in full or in part, you have a right to file suit in a federal or state court. If fiduciaries are misusing Plan money, you have a right to file suit in a federal court or request help from the U.S. Department of Labor. If you are successful in your lawsuit, the court may, if it desires, require the other party to pay your legal costs, including attorney's fees. If you lose the case, the court may order you to pay these costs and fees.

If you have any questions about the statement of your rights under ERISA, you should contact the Administrator of the nearest Area Office of the Labor-Management Service Administration, Department of Labor.