



**Collective Bargaining Agreement**

**Between**

**The County of Allegan**

**And**

**Governmental Employees' Labor Council (GELC)**

**General Unit Employees**

**January 1, 2006**

**Through**

**December 31, 2008**

## TABLE OF CONTENTS

SUBJECT	PAGE
DEFINITIONS	5
AGREEMENT	6
PREAMBLE	6
ARTICLE 1 - RECOGNITION	7
1.1 Collective Bargaining Unit	7
ARTICLE 2 - UNION SECURITY	8
2.1 Agency Shop	8
2.2 Indemnification	8
2.3 Dues Check Off	8
ARTICLE 3 - UNION REPRESENTATION	9
3.1 Collective Bargaining Committee	9
3.2 Grievance Representation	9
3.3 Chief Steward	9
3.4 Notice of Representatives	9
3.5 Reporting	9
ARTICLE 4 - EMPLOYER'S RIGHTS	10
4.1 Management's Reserved Rights	10
ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE	11
5.1 Definitions	11
5.2 Grievance Procedure	11
5.3 Arbitration Request and Selection	11
5.4 Expedited Grievance	12
5.5 Arbitrator's Jurisdiction	12
5.6 Grievance Resolution	12
5.7 Time Limitations	12
5.8 Lost Time	12
ARTICLE 6 - SPECIAL CONFERENCES	13
6.1 Special Conferences	13
ARTICLE 7 - STRIKES AND LOCKOUTS	14
7.1 No Strike and Lockout	14
7.2 Penalty	14
ARTICLE 8 - SENIORITY	15
8.1 Seniority Definition	15
8.2 Introductory Period	15
8.3 Loss of Seniority	15
8.4 Layoff and Recall	16

SUBJECT		PAGE
8.5	State or Federal Funded Positions	16
8.6	Notice of Layoff and Recall	16
8.7	Temporary Transfers	17
8.8	Vacancies and Posting	17
<b>ARTICLE 9 - LEAVES OF ABSENCE</b>		<b>18</b>
9.1	General	18
9.2	Personal Leave	18
9.3	Family Medical Leave Act	18
9.4	Military Leave	19
9.5	Jury Duty Leave	19
9.6	Disability Leave of Absence	19
9.7	Family Medical Leave Act	19
<b>ARTICLE 10 - PAID TIME OFF</b>		<b>20</b>
10.1	Advance of Paid Time Off	20
10.2	Accrued Rate	20
10.3	Introductory Period	20
10.4	Separation	20
10.5	Holidays	21
10.6	Leave of Absence	21
10.7	Accumulation of Paid Time Off (PTO) Hours	21
10.8	Paid Time Off Schedules	21
10.9	Regular Part Time Employees	21
10.10	Seniority Preference for PTO Requests	21
10.11	Bereavement Leave	21
<b>ARTICLE 11 - REPORTING, CALL-IN PAY, AND CLOSURE DAYS</b>		<b>23</b>
11.1	Reporting and Call-In Day	23
11.2	Closure Days	23
<b>ARTICLE 12 - HOLIDAYS</b>		<b>24</b>
12.1	Recognized Holidays	24
12.2	Eligibility	24
12.3	Holiday Pay	24
<b>ARTICLE 13 - LONGEVITY</b>		<b>26</b>
13.1	Longevity Benefit	26
13.2	Longevity Eligibility	26
13.3	New Hires	26
<b>ARTICLE 14 - PENSION</b>		<b>27</b>
14.1	Pension Plans	27
14.2	Defined Benefit Plan	27
14.3	Defined Contribution Plan	27

SUBJECT		PAGE
<b>ARTICLE 15 - INSURANCE</b>		29
15.1	Medical Insurance	29
15.2	Wellness Benefit	29
15.3	Incentive to Opt Out	29
15.4	General Provisions	29
15.5	Health Care Cost Containment	30
15.6	Insurance Carrier	31
15.7	Insurance Premiums	31
15.8	Life Insurance	31
15.9	Disability Insurance	31
<b>ARTICLE 16 - GENERAL</b>		32
16.1	Supervisors Working / Subcontractors / Auxiliary Services	32
16.2	Bulletin Boards	32
16.3	Rules of Conduct and Work Rules	33
16.4	Severability	33
16.5	Mileage	33
16.6	Waiver	33
16.7	Written Amendment	33
16.8	Captions and Gender	33
16.9	No Discrimination	33
16.10	A.D.A. Waiver	34
16.11	Drug and Alcohol Testing	34
16.12	Uniforms	34
16.13	Past Practices	34
16.14	Tuition Assistance	34
<b>ARTICLE 17 - HOURS AND WAGES</b>		35
17.1	Classifications and Wages	35
17.2	Work Day and Work Week	35
17.3	Rest Periods	35
17.4	Premium Overtime Pay	35
17.5	Compensatory Time	35
17.6	Work Area Reporting	36
17.7	Leaving the Premises	36
17.8	Medical Examinations	36
17.9	Reclassifications and Wage Studies	36
<b>ARTICLE 18 - DURATION OF AGREEMENT</b>		39
18.1	Term of Agreement	39
<b>APPENDIX A - WAGES</b>		40
<b>APPENDIX B - HOLIDAYS</b>		57
<b>APPENDIX C - HEALTH INSURANCE BENEFITS AT A GLANCE</b>		58

## DEFINITIONS

Days: Unless specifically indicated, any reference to "days" in this agreement shall be understood to mean "working days." Saturday, Sunday and recognized holidays shall not be considered as working days.

## AGREEMENT

This AGREEMENT, effective January 1, 2006, and entered into as of the date of ratification by the Allegan County Board of Commissioners by and between the COUNTY OF ALLEGAN hereinafter referred to as the Employer and GOVERNMENTAL EMPLOYEES LABOR COUNCIL also known as GELC, hereinafter referred to as the Union.

## PREAMBLE

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours and working conditions of Employees of the County covered by this Agreement, and that all such understandings be written to be mutually binding. It is further understood and agreed that only the Board of Commissioners may issue policies concerning wages, hours and working conditions which are binding on the County and then only if in writing and signed by the issuer.

The Agreements concerning wages, hours and working conditions and statement of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all Employee benefits for those Employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the County without limit or exception including but not limited to County Pension Programs, Wage Statements, Fringe Benefits Statements or Employee Personnel Booklets. All Employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Union.

Article 1  
RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the exclusive collective bargaining representative for:

All regular full-time and regular part-time Employees employed in the County Clerk's Department, Department of Equalization, Register of Deeds, County Treasurer, Facilities Management, County Service Building, Drain Commissioner, Microfilming Department, Cooperative Extension, GIS Department, Records Management Department, Planning Commission, Information Management Department, Parks Department, and Department of Public Works, and all regular full-time secretaries in the Sheriff's Department, auto maintenance technician, animal control officers, and animal control assistant, employed in the Allegan County Sheriff Department, but EXCLUDING all irregular part-time, temporary, and seasonal Employees, elected officials and their first (chief) deputies, secretary to the Board, all Employees in the County Administration Department, confidential Employees, all Employees included in another collective bargaining unit, and all other Employees of the County of Allegan and the County's Sheriff Department.

Article 2  
UNION SECURITY

Section 2.1. Agency Shop. It is agreed that as a condition of employment all employees covered by the terms of this agreement shall, within thirty-one (31) days of employment, pay such fees and dues which are necessary to support the Union's representational activities such as collective bargaining and administration of the labor contract. This Section does not require any Employee to pay any fees or dues which are related to political action or other non-representational activities of the Union and does not require any Employee to join or become a member of the Union. Under this agreement and by law, Employees are required only to pay the fees and dues outlined above as a condition of employment.

Section 2.2. Indemnification. The Union shall indemnify and save the Employer harmless from any and all claims, demand, suits or other action arising from these Agency Shop provisions or from complying with any request for termination under these provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistakes of fact which were in control of or the responsibility of the Union. The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

Section 2.3. Dues Check Off. All those Employees who are or become members of the Union and who presently execute payroll deduction authorization cards, therefore, which shall be provided by the Union, the provisions of which must conform to the legal requirements imposed by state law, the Employer agrees to deduct from the first paycheck of each month, the regular monthly dues or representation fee in the amounts certified to the Employer by the Chief Steward.

At least once per month after dues / representation fees have been deducted from Employees' pay, the Employer shall pay directly to Governmental Employees Labor Council the dues / fees which have been deducted. Such payment shall be accompanied by a list which identifies each Employee in the bargaining unit and specifies the amount of dues / fees deducted from each Employee's pay for the time period covered by the payment. Payment shall be mailed or otherwise delivered to:

Governmental Employees Labor Council  
677 E. Big Beaver, Suite 205  
Troy, MI 48083



## Article 3

### UNION REPRESENTATION

Section 3.1. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee composed of four (4) Employees from the bargaining unit one of which shall be the Chief Steward. Members of the Committee shall be elected or appointed by the Union in accordance with its internal procedure(s). The function of the Committee shall be to meet with Employer representatives for the purpose of negotiating modifications to this Agreement.

Section 3.2. Grievance Representation. The Chief Steward or alternate shall represent the Employees in grievances and other Employee matters on behalf of the Employees in any step of the grievance procedure provided herein. Grievances resolved at any step of the grievance process shall be final and binding upon all parties.

Section 3.3. Chief Steward. The Employer shall recognize a Chief Steward and two (2) alternates elected or appointed from the bargaining unit for purposes of collective bargaining and grievance administration. The duties of the Chief Steward and all alternates shall include attendance at Employer Union meetings, grievance investigating and administration in accordance with the grievance procedure and to receive and transmit communication between the Union and the Employer. The Union shall notify the Employer in writing of the name of the Chief Steward and alternates before recognition shall be given.

Section 3.4. Notice of Representatives. The Union shall notify the Employer in writing of the names of its Employee representatives before such Employee shall be recognized by the Employer.

Section 3.5. Reporting. An Employee representative shall first receive authorization from her/his immediate supervisor to cease her/his work duties for purposes of grievance administration and shall resume her/his work duties promptly when her/his part in the grievance adjustment has been completed.

Article 4  
EMPLOYER'S RIGHTS

Section 4.1. Management's Reserved Rights.

- a. The Union hereby recognizes and agrees that the County of Allegan, acting through its elected Board of Commissioners, is charged with certain powers, rights, authority and duties which are conferred upon the County by law and cannot be delegated. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County of Allegan in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment, machines and facilities required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to determine hours of work, work schedules and assignments of work; to maintain order and efficiency; to study and use improved methods and equipment including subcontracting; and in all respects to carry out the ordinary and customary functions of County government. The Union acknowledges that unless the Employer has expressly agreed otherwise in a specific provision of this Agreement, all rights and powers as provided by law and not limited by express provision of this Agreement are reserved by the Employer and shall not be subject to arbitration provided therein.
- b. The Employer shall also have the right to hire, promote, demote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel, to establish work rules and regulations and penalties for violations thereof; to make judgments as to ability and skill; to provide and assign relief personnel, and as such to the extent of express provisions in this Agreement, these rights shall be subject to the grievance and arbitration procedure provided therein.
- c. 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. The Employer agrees not to consider discipline older than 24 months in determining an appropriate penalty for a current infraction, provided that the employee has not been disciplined within the past 24-month period.
- d. In the event any discipline is imposed against any Employee because of an infraction of Employer work rules, neither the Union nor the Employee shall challenge the reasonableness of these rules, but shall only challenge their application through the grievance procedure provided for in this Agreement.
- e. Should any Employee be disciplined for causes not covered by the aforesaid work rules, then the Union and/or Employee(s) shall be permitted to challenge the reasonableness of such cause through the grievance procedure provided for in this Agreement.

Article 5  
GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definitions.

- a) Definition of Grievance. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an Employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. 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.
- b) Definition of Day. For all purposes in this Article any reference to the word "day" shall be interpreted to mean "work day."

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step One. An Employee with a complaint concerning the application or interpretation of this Agreement shall reduce the complaint to a written grievance and submit it to the Department Head within five (5) days after the occurrence of the events upon which the complaint is based or the grievant's knowledge thereof. The written grievance shall state the facts, including dates, upon which the grievance is based, list the sections of the Agreement allegedly violated and be signed by the complaining employee. The Department Head shall answer the grievance in writing within five (5) days after the receipt of the written grievance.

Step Two. If the grievance is not satisfactorily settled in Step One, an Employee may advance the grievance by submitting the written grievance to the Human Resources Director within five (5) days after receipt of the Department Head's written answer. The Human Resources Director and the Chief Steward or alternate shall discuss the grievance in an attempt to reach a settlement, but the Human Resources Director shall give his/her written answer within five (5) days after receipt of the grievance.

Step Three. If the grievance is not satisfactorily settled in Step Two, the grievance may be advanced by submitting the written grievance to the County Administrator within five (5) days after receipt of the Employer's answer in Step Two. A meeting between the Chief Steward or alternate and Employer representatives shall be scheduled to discuss the matter. Either party may have non-employee representatives present. The Employer shall place its answer on the grievance form within five (5) days following said meeting and return it to the Chief Steward or alternate.

Section 5.3. Arbitration Request and Selection. The Union may request arbitration of an unresolved grievance which is arbitratable only during the term of this Agreement or any extensions thereof, by giving written notice to the Employer at the Human Resources

Department of its intent to arbitrate the grievance within ten (10) days following receipt of the Employer's answer in Step Three. After receipt of the arbitration request, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. Each party shall alternately strike a name from the panel, and the remaining name shall serve as the arbitrator. The Employer shall strike the first name from the list. Upon request of either party, a second panel of arbitrators may be obtained if the first panel is unacceptable.

Section 5.4. Expedited Grievance. Any grievance concerning the discharge or suspension of five (5) days or more of an Employee or a policy matter concerning the entire bargaining unit may be initiated at the Second Step of the grievance procedure during the term of this Agreement. Policy grievances may be filed by the Chief Steward or alternate.

Section 5.5. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be governed at all times wholly by the terms of this Agreement and shall have no power or authority to alter or modify this Agreement in any respect either directly or indirectly. The arbitrator shall have no authority to rule upon job descriptions or classifications, work assignments, work standards or personnel requirements nor shall he/she rule upon any dispute involving the exercise of the Employer's inherent rights as generalized in Section 4.1 not specifically limited by the express terms of this Agreement. The arbitrator's decision shall be final and binding upon the Union, Employer and Employees in the bargaining unit, provided however, either party to this Agreement reserves its legal rights to challenge an arbitration award if the arbitrator has exceeded his/her jurisdiction or engaged in improper conduct.

Section 5.6. Grievance Resolution. All resolutions of grievances and complaints shall be reduced to writing and approved by the Human Resources Department. If the Human Resources Department disagrees with any proposed resolution of a grievance at Step One, the Human Resources Director shall advise the Union in writing, and the grievance shall be advanced to Step Two of the grievance procedure.

Section 5.7. Time Limitations. The time limits established in the grievance and arbitration procedure shall be followed by the parties and Employees. If the time procedure is not followed by the Union or Grievant, the grievance shall be considered settled in accordance with the last disposition rendered. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step including arbitration upon notice from the Union. Saturday, Sunday and recognized holidays shall not be counted under the time procedure established herein. The time limits established herein may be extended by mutual agreement of the parties provided it is reduced to writing and the period of extension specified.

Section 5.8. Lost Time. The Employer agrees to pay for all reasonable time lost by an Employee during her/his regularly scheduled working hours while processing a grievance in accordance with the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if it is being abused. Lost time shall be compensated at the Employee's straight time regular rate of pay.

Article 6

SPECIAL CONFERENCES

Section 6.1. Special Conferences. Special conferences for discussions between the parties on matters of mutual concern may be scheduled at times mutually agreeable. Special conferences shall not be used for the purpose of negotiating modifications to this Agreement.

## Article 7

### STRIKES AND LOCKOUTS

Section 7.1. No Strike and Lockout. The Union agrees that, during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that the Union or Employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 7.2. Penalty. Individual employees or groups of employees who do instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 1 above may be disciplined or discharged in the sole discretion of the Employer.

## Article 8 SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined as the length of the Employee's continuous service within the bargaining unit commencing from her/his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 8.2. Introductory Period. All new Employees shall be considered introductory Employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During the introductory period, an Employee shall be considered in an introductory employee status, and, as such, she/he may be laid off or terminated by the Employer and such action shall not be subject to the grievance procedure provided in this Agreement. The introductory period shall be extended by the length of an Employee's absence if the Employee is absent in excess of fourteen (14) days during her/his introductory period.

Section 8.3. Loss of Seniority. An Employee's seniority with the County shall terminate for the following reasons:

- (a) She/he quits or resigns.
- (b) She/he is discharged for cause.
- (c) She/he retires in accordance with the County's retirement plan.
- (d) She/he is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive days without notifying the Employer and providing an acceptable reason for such absence.
- (e) The Employee gives a false reason for requesting a leave of absence or engages in other employment during such leave of absence, or
- (f) A settlement with the Employee has been made for total disability, or
- (g) The Employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of such Employee's employment or nine (9) calendar months, whichever occurs sooner, or
- (h) The Employee falsified pertinent information on his/her application for employment, or
- (i) The Employee holds more than one regular job wherein the Employee is employed by another employer to exercise skills similar to those exercised for the Employer, or
- (j) The Employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, restriction of production, interference with the operation of the County.

Section 8.4. Layoff and Recall. A reduction and recall in the work force shall be accomplished in the following manner:

- (a) Layoff Procedure. The first Employee to be laid off shall be the Employee with the least seniority in the classification and department affected, provided however, that the more senior Employees in the classification have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected classification and department shall be accomplished by the inverse order of the Employee's seniority, provided that the remaining Employees with greater seniority in the classification have the experience, necessary training and present ability to perform the required work.
  - 1. An Employee laid off from her/his classification may replace an Employee with less seniority in another classification within the department, provided however, that the Employee has the experience, necessary training and present ability to perform the required work. An Employee so transferred shall receive the rate of the classification into which she/he bumps at her/his existing pay step.
- (b) Recall Procedure. Employees who are laid off from work shall be recalled to their classification and department in order of their seniority when the work force is to be increased, provided that the Employee has the experience, necessary training and present ability to perform the required work. An Employee who has exercised her/his seniority by bumping another Employee shall return to her/his classification upon recall to that classification.
- (c) Full-time Employees shall have preference over regular part-time Employees.

Section 8.5. State or Federal Funded Positions. The Union acknowledges that occasionally positions are established under State or Federal Grants and if such programs are curtailed or eliminated, new Employees hired for and occupying these positions may be terminated from the Department notwithstanding the layoff and recall procedure provided in this Agreement. The County will advise the Employee of the work to be performed, the hourly rate of pay, the benefit schedule, the work schedule and the length of the grant.

Section 8.6. Notice of Layoff and Recall. Notice of layoff and recall in the work force shall be accomplished in the following manner:

- (a) Layoff Notice. The Employer agrees to notify in writing an Employee who is to be laid off at least five (5) calendar days in advance of such layoff unless circumstances are such that said notice is not possible.
- (b) Recall Notice. Employees who are to be recalled from layoff shall be given advance notice of five (5) calendar days. Such notice may be given verbally, if possible, but in any event, written notice shall be sent to the Employee at the address on file with the Employer. It is the sole responsibility of the Employee to keep on file with the Employer her/his current address and telephone number.



Section 8.7. Temporary Transfers. The Employer reserves the right to temporarily transfer an Employee to another classification or work assignment when additional manpower is needed. The Employee shall not suffer a reduction in wages or hours as a result of such transfer. If the Employee remains temporarily transferred in excess of twenty (20) consecutive days and the position to which she/he is temporarily transferred is a higher rated classification, then commencing on the twenty-first (21<sup>st</sup>) day, the Employee shall receive the higher rate for the remainder of the period temporarily transferred.

Section 8.8. Vacancies and Posting. When a vacancy occurs or a new position is created within the bargaining unit which is to be filled, notice of such positions shall be given to all Employees of the department where the position is situated, and Employees may request a transfer or promotion into said position. If such position is not filled by an Employee from within the department, then notice of the position shall be posted five (5) workdays on a bulletin board in each facility where bargaining unit members work. The posting shall list the classification, pay grade, departmental location and minimum requirements or qualifications of the position. The Employer shall consider the applicant's work record, training, experience and present ability to meet the requirements or qualifications of the position. However, the Union acknowledges and agrees that the final decision of filling the position shall be at the discretion of the appropriate Department Head, if funding for the position has been approved by the County Board of Commissioners.

Article 9  
LEAVES OF ABSENCE

Section 9.1. General. A leave of absence is a written, authorized absence from work with or without pay. The Employer and the Union recognize the following types of leave: personal leave, leaves under the Family Medical Leave Act, military leave, and jury duty leave. The following subsections apply to all leaves.

- a. In no event shall the duration of any leave exceed twelve (12) weeks in any twelve (12) month period. All leave requests shall state the exact date the leave begins and the exact date the Employee is to return to work.
- b. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the Employee may be terminated from County employment without recourse.
- c. Failure to return to work on the exact date scheduled may be cause for termination of County employment at the sole discretion of the Employer.
- d. Employees shall not accept employment while on a leave of absence unless agreed to by the Employer. Acceptance of other employment or working for another employer while on leave may result in termination of County employment.
- e. Any employee whose leave exceeds twelve (12) weeks in any twelve (12) month period may be terminated from County employment with automatic loss of seniority.

Section 9.2. Personal leave. The Employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days at a time and without pay. A leave shall be granted, denied, or extended at the exclusive discretion of the Employer upon written request which includes the reason for such leave. Only bargaining unit employees who have worked continuously for the Employer for one (1) year or more shall be eligible for personal leave.

- a. A leave may not commence or end upon the following days:
  1. The day before or the day following a holiday.
  2. The day before or the day following PTO.

Section 9.3. Family Medical Leave Act. The County and the Union agree to all the terms and conditions of the Policy and Procedures for Union Employees Regarding Family and Medical Leave Act (FMLA) of 1993, as amended. A copy of said Policy and Procedures shall be included in the Allegan County Personnel Manual which is issued to employees in the GELC bargaining unit. It is understood that any provisions of this Agreement which do not comply with the provisions of the FMLA are null and void. Leaves requested due to illness must be accompanied by a physician's certification that the Employee is unable to work and the reason therefore.

Section 9.4. Military Leave. An Employee on the seniority list serving in the armed forces of the United States shall be treated by the Employer as required by applicable federal law.

Section 9.5. Jury Duty Leave. An Employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the Employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the Employee's regular straight time hourly rate and the daily jury fee paid by the court. If the Employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an Employee must give the Employer prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an Employee who, without being summoned, volunteers for jury duty. Compensation as set forth hereunder shall be paid to an Employee who is subpoenaed as a witness in a case in which the Employee is not a party and which subpoena is received as a result of his or her work for the County. The Employer's obligation to pay an Employee for performance of jury duty under this Section is thirty (30) days in any calendar year.

Section 9.6. Disability Leave of Absence. An employee who, because of non-work related accident or illness is physically unable to report for work beyond the time allocated under the FMLA shall, upon written application and cause shown, be given a leave of absence for the duration of such disability up to a period of nine (9) additional months, provided that he/she continues to supply the Employer with acceptable medical certification of the necessity for the continued leave of absence. The Employee's physician must verify in writing that the Employee is fit to return to all normal duties before an Employee can return to work at the expiration of the approved leave. Disability due to pregnancy shall be treated as any other medical disability.

Section 9.7. F.M.L.A. The Employer reserves the right to require Employees to use accrued paid time off when leave is determined by the Employer to be qualifying under the Family and Medical Leave Act.

**Article 10  
PAID TIME OFF**

Section 10.1. Advance of Paid Time Off. On January 1 of each year, each full-time Employee will be credited with an advance of forty-eight (48) hours of paid time off. On January 1 of each year, each regular part-time employee will be credited with an advance of thirty-two (32) hours of paid time off. An Employee who is hired after January 1, of any year, will be credited with a prorated number of PTO hours based on the number of months left in the year. In order to get credit for a month worked, the Employee's hire date must be before the fifteenth (15) of any month in which PTO hours may be awarded. If an employee terminates his/her employment at anytime during the year, the Employee will be charged back for any advanced unearned paid time off at the rate of four (4) hours per month.

Section 10.2. Accrued Rate. Each full-time Employee shall accrue "Paid Time Off" (PTO) hours which may be used for any purpose (sickness, personal business, vacation, etc.) at the following rate:

During the	1 <sup>st</sup> year	1.54 hours per pay period
	2 <sup>nd</sup> year	3.08 hours per pay period
	3 <sup>rd</sup> year	3.39 hours per pay period
	4 <sup>th</sup> year	3.70 hours per pay period
	5 <sup>th</sup> year	4.00 hours per pay period
	6 <sup>th</sup> year	4.31 hours per pay period
	7 <sup>th</sup> year	4.62 hours per pay period
	8 <sup>th</sup> year	4.93 hours per pay period
	9 <sup>th</sup> year	5.23 hours per pay period
	10 <sup>th</sup> year	5.54 hours per pay period
	11 <sup>th</sup> year	5.85 hours per pay period
	12 <sup>th</sup> year	6.16 hours per pay period

The preceding will be based on a calendar year in which there shall be twenty-six (26) pay periods.

Section 10.3. Introductory Period. Paid time off shall be permitted during an Employee's first six (6) months of continuous service. Introductory employees hired after October 1 annually are not required to utilize one-half (1/2) of their accrued time and may carry over the accrued time into the next fiscal year.

Section 10.4. Separation. Upon separation from County employment, an Employee shall receive full pay for unused accumulated PTO hours to a maximum of 260 hours in 2007 and 280 hours in 2008. Upon retirement, this dollar amount will count toward the Employee's final average compensation. Terminal paid time off shall not be added to an Employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the Employee's last working day. Terminal PTO is not authorized.

Section 10.5. Holidays. If a holiday, as defined in Section 12.1 of their agreement, falls within an Employee's PTO period, it shall not be counted as a PTO day unless the Employee was scheduled to work on the holiday.

Section 10.6. Leave of Absence. PTO leave shall not accrue during an Employee's unpaid leave of absence.

Section 10.7. Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is limited. The amount carried forward into a new fiscal year shall be limited to 260 hours in 2007 and 280 hours in 2008. Annually, Employees must use or lose one-half (1/2) of each year's earned PTO hours. If, at the end of a calendar year, an Employee has hours in excess of 260 hours in 2007 or 280 hours in 2008 of unused PTO time accumulated, excluding unused PTO hours forfeited, the Employee shall be compensated for these hours at the current hourly rate of pay no later than February of the succeeding calendar year. When an Employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrued, earning at the new rate will begin on the first day of the next pay period.

Section 10.8. Paid Time Off Schedules. The Department Head shall determine the number of Employees who can be excused from the department for PTO purposes at any one time and shall prepare schedules accordingly. It shall be the practice of each Department Head to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. Paid time off may be taken in increments of one-half (1/2) day from the PTO bank with advance approval of the Department Head. PTO utilization for periods less than one-half (1/2) day also requires approval of the Department Head. PTO may not be used, at any time, for periods of less than one (1) hour.

Section 10.9. Regular Part Time Employees. Regular part-time Employees working twenty (20) hours or more per week but less than thirty six hours (36) per week shall earn paid time off proportionate to the hours worked (i.e., 40 hours worked per pay period is one-half (1/2) the paid time off earned).

Section 10.10. Seniority Preference for PTO Requests. If two (2) or more Employees request permission to use their paid time off at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for paid time off prior to April 1 of the year, preference shall be given to the Employees with the greatest amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for paid time off. In the event an Employee cancels his paid time off, among those who wish to reschedule their paid time off preference shall be given to the Employees with the greater amount of seniority.

Section 10.11. Bereavement Leave.

- a. When the death of a member's immediate family, i.e. current spouse, child, brother, sister, parent, step-parent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister/brother-in-law, the employee, on request, will be excused for three consecutive normally scheduled working days following the death, provided the employee attends the funeral(s). Bereavement leave is not chargeable to PTO unless it

extends beyond three working days. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.

- b. An employee excused from work under this Section shall, after making written application to his/her Department Head, receive the amount of wages, exclusive of shift or any other premiums, that such employee would have earned by working during straight time hours on such scheduled days of work for which such employee was excused. Time thus paid will not be counted as hours worked for purposes of overtime.
- c. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled work days shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this Section.
- d. In any single calendar year, no employee shall receive more than twelve (12) total days of bereavement pay as heretofore set forth.

Article 11  
REPORTING, CALL-IN PAY, AND CLOSURE DAYS

Section 11.1. Reporting and Call-In Days.

- (a) Any Employee called to work, or permitted to come to work without having been notified that there will be no work, and who is physically capable of performing his/her regular work, or the work assigned, shall receive a minimum of two (2) hours of pay at one and one half (1 ½) times his/her regular hourly rate of pay, or compensatory time at the rate of one and one half (1 ½) except in cases of labor disputes. Use of compensatory time off shall be as provided in Section 17.5.
- (b) The Employer may assign Employees to any work available during such two (2) hour period.
- (c) The minimum two (2) hours work or pay shall not apply where an Employee reports back to work after such Employee has been absent without excuse and without notifying the County of his/her date to return to work.
- (d) Employees are expected to respond to call back to work under conditions of management-declared emergency made known to the Employee.
- (e) Work performed in connection with a regular work shift shall be deemed to meet the minimum pay requirements of this section.
- (f) Use of compensatory time off shall be as provided by in Section 17.5

Section 11.2. Closure Days. When the County buildings are closed due to inclement weather or for Employer declared emergencies related to Employee and public safety, Employees will receive their normal pay. When the buildings are open, but inclement weather prevents an Employee from reporting, the Employee shall deduct the time from accumulated Compensatory Time or Paid Time Off. Employees of the bargaining unit who are required by their supervisor to work during a closure day(s) as declared by the Chairman of the Board of Commissioners shall be paid for all hours worked at one and one half (1 ½) his/her regular hourly rate of pay and shall be paid for a minimum of two (2) hours. This provision shall include a 24-hour shift from the time of the declared closure day.

Article 12  
HOLIDAYS

Section 12.1. Recognized Holidays. [See Appendix B of the contract]

New Years Day  
Martin Luther King's Birthday  
President's Day (beginning in 2008)  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day (beginning in 2008)  
Veteran's Day  
Thanksgiving Day  
Day-After Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day (beginning in 2008)

The Employer shall not normally schedule work on those days.

a) When a recognized holiday falls on Saturday, a full day off will be granted on Friday. When Christmas Eve falls on a Friday a full day off will be granted on Thursday. When Christmas Eve falls on Sunday a full day off will be granted on Tuesday. When a recognized holiday falls on Sunday, a full day off will be granted on Monday. An additional full day off shall be allowed the day before New Years Day when that holiday falls on Tuesday, Wednesday, Thursday or Friday.

b) On January 1 of each year of 2006 and 2007, each Employee will receive two (2) floating holidays that they may schedule at their discretion, subject to the prior approval of the Department Head and the scheduling limitations of Sections 10.8 and 10.10. The Employee must use these days each year or lose them. The Employee will not be entitled to receive any pay out for these unused holidays. Floating holidays can only be used in full day increments. Effective January 1, 2008, floating holidays are discontinued and this paragraph no longer applies.

Section 12.2. Eligibility. To be eligible for holiday pay under this Article, an Employee must be a regular, full-time Employee or a regular part-time Employee as of the time the holiday occurs and must have worked his/ her full shift on the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the Employee's absence on such day or days is due to (1) the fact that his or her absence on such day or days occurred during his or her regularly scheduled vacation or (2) excused by the Department Head . Holiday pay will not be earned or paid when an employee is receiving non-work related disability pay or work related worker's compensation pay.

Section 12.3. Holiday Pay. Holiday pay will be paid as follows: Regular full-time Employees working seventy two (72) to eighty (80) hours per pay period will receive pay for a recognized



holiday. Regular part-time Employees will receive pay for a recognized holiday only if they are normally scheduled to work that day and only for the hours they would have worked at their regular hourly rate of pay. Holiday pay is not considered work hours/time. Employees required by their Supervisor/Department Head to work on a regularly scheduled holiday will receive 1 ½ times their regular hourly wage for the number of hours they were required to work. If they work less than the normal hours they will receive their regular holiday pay for the remaining hours they did not work.

Article 13  
LONGEVITY

Section 13.1. Longevity Benefit. Employees who were hired on or before December 31, 1997 and who have completed five (5) or more years of employment with the County shall receive longevity pay in December of each year according to the following scale:

5 through 7 years	\$300
8 through 11 years	\$350
12 through 19 years	\$400
20 or more years	\$450

Section 13.2. Longevity Eligibility. For the purpose of determining longevity pay, only an Employee who works an annual average of sixty (60) or more hours per pay period shall be paid the full longevity payment. An Employee who works an annual average of forty (40) or more hours but not to exceed fifty-nine (59) hours per pay period shall be paid one-half (1/2) of the longevity payment. An Employee who works an annual average of less than forty (40) hours per pay period shall receive no longevity pay.

Section 13.3. New Hires. Persons who become employed after January 1, 1998 shall receive longevity in December of each year according to the following scale:

10 through 15 years	\$300
16 through 20 years	\$350
21 years or more	\$400

Article 14  
PENSION

Section 14.1. Pension Plans. Employees who are participants in the Municipal Employees Retirement System shall receive benefits under the B-2 Defined Benefit Plan.

Section 14.2. Defined Benefit Plan. Employees who continued their membership in the Defined Benefit Plan shall contribute four percent (4%) of their wages toward the required MERS contribution. An eligible Employee shall be vested following the completion of six (6) years.

Section 14.3. Defined Contribution Plan. Employees hired after the effective date of the plan (January 1, 1999) must be enrolled into the MERS Defined Contribution Plan. The Employer shall contribute a fixed amount of four percent (4.0%) of an eligible employee's gross wages toward the defined contribution plan. Employees shall be permitted to contribute an additional amount up to the limits set forth in the plan. The Employer shall match, on behalf of each Employee, up to two percent (2%) of earnings for the plan year for each plan year that such Employee has contributed up to two percent (2%) of earnings. Contribution rates will occur in whole percentage amounts only (i.e. 0%, 1 % or 2%).

- a) Vesting. The Defined Contribution Plan shall have graduated vesting based upon the following vesting schedule:

Years of Service	Specified Percent Vesting
One	10%
Two	20%
Three	40%
Four	60%
Five	80%
Six	100%

- b) Permissible Loans. Each Employee shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:
- 1) One (1) loan per Employee per calendar year.
  - 2) Each loan will require a fifty dollar (\$50) loan application fee, payable to the plan administrator.
  - 3) Loans will be limited to a minimum of five hundred dollars (\$500) and a maximum of fifty percent (50%) of the Employees vested benefits.
  - 4) Interest to be paid on a loan will be determined by the loan administrator at the time of the loan application. Interest paid on loans will be credited to an Employee's individual pension account.

- 5) Loans will be repaid by payroll deduction during a term not to exceed five (5) years.
- 6) If an Employee terminates employment for any reason, the balance of principle and interest of any outstanding loan shall be due and payable two (2) weeks following the Employee's termination date.

## Article 15 INSURANCE

Section 15.1. Medical Insurance. The County of Allegan will provide healthcare coverage under the Allegan County Medical, Dental and Vision Plan for the Employee, spouse and children (one-person, two-person and family) under the following condition and with the following benefit options:

PPO Plan - Community Blue PPO Plan 1 (Prescription Co-Pays \$10 / \$15 / \$20)

POS Plan - Blue Choice POS Plan 4 (Prescription Co-Pays \$10 / \$15 / \$20)

New Traditional Plan - Blue Managed Traditional Comprehensive Major Medical Plan - Plan 2 (Prescription Co-Pays \$10 / \$40)

See Appendix C for the Benefits-at-a-Glance summary sheets for each of the plans.

Employees who elect the PPO or POS plans will pay 15% of the required premiums and the Employer will pay the remaining 85%. Employees who elect the New Traditional Plan will pay 5% of the required premiums and the Employer will pay the remaining 95%.

Section 15.2. Wellness Benefits. The Employer shall offer any additional wellness/prevention benefits, which are offered in the future by the County of Allegan to Employees in general.

Section 15.3. Incentive to Opt Out. The County shall pay Employees an incentive of \$3,000 per year for those Employees who opt out of the County's medical / dental / vision program. An employee must work at least through the 15<sup>th</sup> of a month to receive a month's credit. The incentive shall be accrued on a calendar year basis and paid no later than February 28 following the end of the calendar year in which the incentive was earned. Employees who choose to opt out must provide proof of coverage and can only re-enroll during the open enrollment period, unless there is a family qualifying event for coverage under COBRA. The incentive is not available to spouses of County employees when both spouses are County employees.

### Section 15.4. General Provisions:

- a) The Employer shall select or change the insurance carrier or third party administrator in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limits of any kind.
- b) All benefits shall be subject to standard provisions set forth in the policy or policies.
- c) Benefits for otherwise eligible new Employees will become effective the first day of the calendar month following the Employee's date of hire.
- d) When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence or any other reason all insurance coverage continues through the balance of the month in which the employee and employer have paid for the insurance.

- e) The Employer shall have no obligation to duplicate any benefit an Employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the Employee to inform the Employer of any and all insurance coverage enjoyed by said Employee other than coverage by the Employer herein a party.
- f) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
- g) Under no circumstances shall an employee be entitled to recover more than one hundred percent (100%) of such Employee's loss using in whole or in part insurance policies of the County. It is understood and agreed that this is a total coordination of benefits requirement which includes, but is not limited to, no-fault automobile insurance.

Section 15.5. Health Care Cost Containment. The County at its option may implement any or all of the following health care cost containment programs:

- a) Pre-admission certification of the necessity of hospitalization (BCBSM Predetermination program or equivalent).
- b) Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.
- c) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
- d) When more than one family member is employed by the County, there shall be no duplicate coverage by County health plans.
- e) In the event of any payment under the County health insurance plan on behalf of any person covered by such County insurance plan, the County shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefore against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering."
- f) In a joint continuing effort to control the cost of insurance the County and the Union agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual

cost of covered services. Under this program, the benefits payable under County health insurance and any other group health insurance policy which a County Employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 15.6. Insurance Carrier. The County reserves the right to select the insurance carrier or to implement self-insurance provided that the benefits remain substantially equivalent.

Section 15.7. Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the County. All Employer paid insurance premiums shall cease at the end of the month when employment is terminated, the employee is placed on lay off or in a non-paid leave of absence. Receipt of Workers Compensation benefits shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the pre-payment of the required premiums by the employee. The Employer agrees to maintain the agreed upon Employer's contribution rates as outlined in Sections 15.1, 15.8, and 15.9 during all periods of FMLA in accordance with applicable laws. Further the Employer agrees to maintain the agreed upon Employers contribution rates as outlined in 15.1, 15.8, and 15.9, after all FMLA has been exhausted, provided the Employee uses and records at least one (1) hour of PTO time in each pay period during the month in which the coverage is to be continued.

Section 15.8. Life Insurance. The Employer shall provide a term life insurance policy on each bargaining unit employee in the amount of twenty-five thousand dollars (\$25,000) with ADD.

Section 15.9. Disability Insurance. The Employer shall provide to eligible Employees a disability income insurance policy which shall provide at the first day of a non-duty related injury or the eighth day of non-duty illness, an income equal to sixty-six and two-thirds (66-2/3%) with a maximum of \$700 per week of the Employee's regular straight time earnings for a maximum of fifty-two (52) weeks.

Article 16  
GENERAL

Section 16.1. Use of Supervisors or Subcontractors or Auxiliary Services. The County Administrator, in conjunction with any applicable elected official, shall have the right to authorize the use of supervisors or subcontractors or auxiliary services to perform work normally performed by bargaining unit employees if and when, in the Employer's judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 16.2. Bulletin Boards.

- a) The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:
  - 1. Notices of union meetings.
  - 2. Notices of union elections and results where they pertain to the Employer's employees.
  - 3. Notices of union recreational and social event.
  - 4. Other notices concerning union affairs that are not political or controversial in nature.
- b) It is agreed that all other notices including those posted shall be submitted to the Employer for its approval.
- c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the offending employee shall be subject to disciplinary action.
- d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the County, or the County officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.
- e) There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the Employer's premises other than as herein provided.

There shall be no solicitation or distribution of any kind by any person in work areas during work time; provided, it is understood that this prohibition does not apply during the work day when employees are properly not engaged in performing their work tasks such as during work breaks or lunch periods.



Section 16.3. Rules of Conduct and Work Rules. It is understood and agreed that each Employee shall be required to abide by such rules of conduct and work rules as may be adopted by the Employer. Employees shall be notified prior to the implementation of any new rule. For informational purposes only, the Employer shall notify the Union in writing prior to the implementation of any new rule.

Section 16.4. Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.5. Mileage. The Employer shall reimburse Employees who use their personal automobiles, at the instruction of the Employer, for County business in accordance with the County Personnel Policy.

Section 16.6. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 16.7. Written Amendment. No agreement or understanding contrary to this collective bargaining agreement, nor an alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, arrangement and past practice heretofore existing.

Section 16.8. Captions and Gender. The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa.

Section 16.9. No Discrimination. There shall be no discrimination under any circumstances because of race, creed, color, sex, age, disability, religion, political beliefs, height, weight, Association activity, marital status, or national origin.

Section 16.10. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by an employee resulting from the Employer's or Union's compliance, including reasonable accommodations, with the Federal A.D.A.

Section 16.11. Drug and Alcohol Testing. Incorporated herein and made a part of this Agreement are the provision of the County's Personnel Policies related to Drug and Alcohol Testing.

Section 16.12. Uniforms. If uniforms and/or equipment are required for Employees such items shall be supplied and maintained by the Employer.

Section 16.13. Past Practices. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a letter of understanding by both parties.

Section 16.14. Tuition Reimbursement. An Employee may apply for tuition reimbursement prior to taking an accredited extension or formal educational course in an area related to his/her work and position. The Human Resources Director must certify that the course is relative to the Employee's position, or future potential within the department. The Employer shall pay for the cost of tuition, textbooks or lab fees up to a maximum annual amount of \$1,000 upon successful completion/credit of the course. The Employee shall remain with the Employer for at least one year after completion of the course. If the Employee voluntarily terminates employment before such time the Employee shall repay a pro rated monthly amount based on the remainder of time s/he has remaining till the end of the agreed upon year.

**Section 17**  
**HOURS AND WAGES**

Section 17.1. Classifications and Wages. The job classifications and wages in the County's Pay Plan applicable to this unit are set forth in Appendix A attached hereto and by this reference made a part hereof. Appendix A reflects negotiated wage increases over the 2005 wage scale effective the first pay period on or after the date indicated below as follows:

January 1, 2006	Two percent (2.0%)
February 19, 2007	One percent (1.0%)
January 1, 2008	One percent (1.0%)

Employees hired after March 1, 2007 will be placed on a nine-step wage scale with 2.5% between the steps.

Retroactivity shall be paid only to those individuals on the Employer's payroll on the date of ratification by both parties.

Section 17.2. Work Day and Work Week. The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day. The Employer expressly reserves the right to close certain or all departments for individual days in a given week for an entire week or weeks. It is likewise understood and agreed that the starting and quitting times for all or individual employees may be staggered to provide the needed coverage.

Section 17.3. Rest Periods. Employees shall be entitled to rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of each half shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for an Employee to take a break period until the urgent or critical aspects of the job then being performed have been completed, and on occasion, an Employee may miss a given break period.

Section 17.4. Premium Overtime Pay. Employees who work in excess of forty (40) hours per week shall be paid for all such hours worked at one and one-half (1 ½) times their regular straight time hourly rate.

Section 17.5. Compensatory Time. Employees shall be permitted to choose compensatory time off at the rate of time and one-half (1 ½) for each hour of overtime worked. Compensatory time off accrual shall be capped at forty (40) hours per employee, and any overtime worked will be paid in cash to an employee with a compensatory time off bank equal

to or greater than forty (40) hours. Compensatory time off shall only be used at a time mutually agreeable to both the Employer and Employee.

Section 17.6. Work Area Reporting. Employees shall report at their posted starting time of their shift and not leave, without permission, until their posted quitting time of their shift.

Section 17.7. Leaving the Premises. Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated and return time, and secure such supervisor's permission prior to leaving.

Section 17.8. Medical Examination. The Employer reserves the right to require an Employee to undertake an examination by a physician, psychiatrist, or psychologist if the Employer has reasonable grounds for concern regarding the Employee's physical or mental ability to perform the required work. The Employer shall pay for the cost of any required examinations. For informational purposes only, the Employer will notify the Employee in writing of the general reasons for the examination.

#### Section 17.9. Reclassifications and Wage Studies

##### 1. Job Reclassification Actions/Procedures

- a. When the duties and responsibilities of a classification change, either at a given point in time or over a gradual period of time, the job will be reviewed by the Human Resources Director and Administration Management Team, at the request of the Department Head/Elected Official or employee to assure its proper classification and pay grade assignment. All reclassification requests must be submitted on an Allegan County Human Resources Form #11. A job study is an analysis of the critical elements of a position against a predetermined formula for measuring the relative worth of a position and placement or adjustment into the County's classification/pay schedule.
- b. Reclassification requests will not be viewed as a means of increasing the salary of an employee who is performing well or is at the last step of their salary grade.
- c. Reclassification requests must be submitted to the Human Resources Director by the Department Head/Elected Official or employee between the dates of January 1 through February 28th each year so a recommendation can be made to the Board of Commissioners prior to the start of the County's budget process. Upon receipt of any request for position reviews the Human Resources Director shall forward a Job Analysis Position Questionnaire to the Department Head/Elected Official for completion by the affected individual(s). This form must be given to the employee(s) and completed not later March 30th.
- d. Any approved reclassification shall be included in a department's budget request for the subsequent year and will become effective on January 1 of the next fiscal year (A request submitted on January 1, 2000 will be reviewed and, if approved, will become effective January 1, 2001). Requests for reclassification received outside of the window stated above will be retained until the next open window. Jobs with similar duties and

responsibilities are assigned to the same salary range. The Human Resources Director's Office may conduct periodic studies of various jobs/positions when there is an indication the employee is working above or below the established responsibilities for that position, unless precluded by labor contract. No action to upgrade a position can be taken until the first day of the next fiscal year or by majority vote of the Board of Commissioners. All requests outside the normal window, exception to policy requests or studies by the Human Resources Director must be forwarded through the Human Resources Committee and the Finance Committee before being submitted to the Board of Commissioners. The Finance Committee has sole discretion to determine whether or not funds are available for this purpose.

- e. The job classification may be assigned to either a higher or lower pay grade based on the job analysis completed by the employee(s) and all affected department head(s) and the point factor job evaluation process completed by the Administration Management Team or an outside contractor. The Human Resources Director will provide the department head(s) with the Job Analysis Position Questionnaire form. Upon completion the form will be returned to the Human Resources Director. The Human Resources Director will review the job study with the County Administrator and Finance Director (Administration Management Team) to ensure continuity of findings and recommendations. The Human Resources Director may also forward the requested study to an outside consultant for study completion to ensure continuity of findings and recommendations. If the Administration Management Team or outside consultant does not concur with the request, the Department Head/Elected Official and employee will be provided with the reasons in writing. The Board of Commissioners must give final approval before a final change in classification, pay grade, and/or pay rate may be implemented.
- f. A position may be reviewed for reclassification only once in any twelve-month period. The reclassification of a new position constitutes a review for the purposes of this rule. Positions that have been included in a formal wage/salary study by any outside consultant will not be reviewed for a 24-month period.
- g. The date of the next step increase due shall be the next anniversary date one-year after a reclassification.
- h. If an employee's position is reclassified to a higher pay grade, he/she shall be paid in the higher pay range at the lowest step that results in a pay increase. If an employee's position is reclassified to a lower pay grade, the employee's salary shall remain frozen at the current pay rate until such time as the salary rate for the new classification equals or exceeds the employee's current salary pay rate. Employees will not receive contractually negotiated annual wage increases until such time that their wage equals the normal wages set for their appropriate position.
- i. Both the Department Head and/or the affected employee may appeal the decision made to the Human Resources Department in writing giving full justification why the appeal should be considered. The Human Resources Department shall file such appeals within five (5) calendar days from the date of notification to the chairperson of the Human

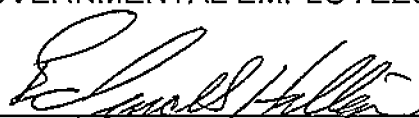
Resources Committee. The appeal shall be considered at the next regularly scheduled Human Resources Committee meeting. All decisions of the Human Resources Committee are final. The Human Resources Director shall act only as an advisor to the Human Resources Committee. It is expressly understood and agreed that the decision made by Human Resources Committee, Finance Committee and/or The Board of Commissioners is not subject to any grievance procedure contained in this contract. Written explanation of the answer back to the appeal will be forwarded to the Department Head/Elected Official and the employee.

Article 18  
DURATION OF AGREEMENT

Section 18.1. Term of Agreement. This Agreement shall become effective as of January 1, 2006, and shall remain in full force and effect through the 31<sup>st</sup> day of December 2008, and from year to year thereafter unless either party hereto serves a written notice upon the other at least ninety (90) calendar days prior to the expiration and of any subsequent automatic renewal period of its intention to renegotiate this Agreement.

THIS AGREEMENT was executed by the parties the date and year above written.

GOVERNMENTAL EMPLOYEES LABOR COUNCIL (General Unit)

  
\_\_\_\_\_  
Ed Hillyer, Business Representative 6-18-07  
Date

ALLEGAN COUNTY

  
\_\_\_\_\_  
Steve McNeal, Chairman of the Board of Commissioners 6/14/07  
Date

Appendix A  
Wages

2006: Wage tables reflect a 2% increase.

2007: Wage tables reflect a 1% increase.

2008: Wage tables reflect a 1% increase.

Grade T01				
2006			2006	
			For reference only	
Step A	10.54		Step A	10.54
Step B	10.97		Step B	10.80
Step C	11.42		Step C	11.07
Step D	11.86		Step D	11.35
Step E	12.33		Step E	11.63
Step F	12.87		Step F	11.93
			Step G	12.22
			Step H	12.53
			Step I	12.87

For employees hired before 02/19/07:

2007	
Step A	10.65
Step B	11.08
Step C	11.53
Step D	11.98
Step E	12.45
Step F	13.00

For employees hired after 02/19/07:

2007	
Step A	10.65
Step B	10.91
Step C	11.18
Step D	11.46
Step E	11.75
Step F	12.04
Step G	12.35
Step H	12.65
Step I	13.00

For employees hired before 02/19/07:

2008	
Step A	10.75
Step B	11.19
Step C	11.65
Step D	12.10
Step E	12.58
Step F	13.13

For employees hired after 02/19/07:

2008	
Step A	10.75
Step B	11.02
Step C	11.30
Step D	11.58
Step E	11.87
Step F	12.16
Step G	12.47
Step H	12.78
Step I	13.13



Grade T02				
2006			2006	
			For reference only	
Step A	11.27		Step A	11.27
Step B	11.75		Step B	11.55
Step C	12.21		Step C	11.84
Step D	12.69		Step D	12.14
Step E	13.24		Step E	12.44
Step F	13.75		Step F	12.75
			Step G	13.07
			Step H	13.40
			Step I	13.75

For employees hired before 02/19/07:

2007	
Step A	11.38
Step B	11.87
Step C	12.33
Step D	12.82
Step E	13.37
Step F	13.89

For employees hired after 02/19/07:

2007	
Step A	11.38
Step B	11.67
Step C	11.96
Step D	12.26
Step E	12.56
Step F	12.88
Step G	13.20
Step H	13.53
Step I	13.89

For employees hired before 02/19/07:

2008	
Step A	11.50
Step B	11.99
Step C	12.46
Step D	12.95
Step E	13.51
Step F	14.03

For employees hired after 02/19/07:

2008	
Step A	11.50
Step B	11.78
Step C	12.08
Step D	12.38
Step E	12.69
Step F	13.01
Step G	13.33
Step H	13.67
Step I	14.03

Grade T03				
2006			2006	
			For reference only	
Step A	12.10		Step A	12.10
Step B	12.57		Step B	12.40
Step C	13.05		Step C	12.71
Step D	13.59		Step D	13.03
Step E	14.14		Step E	13.36
Step F	14.71		Step F	13.69
			Step G	14.03
			Step H	14.38
			Step I	14.71

For employees hired before 02/19/07:

2007	
Step A	12.22
Step B	12.70
Step C	13.18
Step D	13.73
Step E	14.28
Step F	14.86

For employees hired after 02/19/07:

2007	
Step A	12.22
Step B	12.53
Step C	12.84
Step D	13.16
Step E	13.49
Step F	13.83
Step G	14.17
Step H	14.53
Step I	14.86

For employees hired before 02/19/07:

2008	
Step A	12.34
Step B	12.82
Step C	13.31
Step D	13.86
Step E	14.42
Step F	15.01

For employees hired after 02/19/07:

2008	
Step A	12.34
Step B	12.65
Step C	12.97
Step D	13.29
Step E	13.62
Step F	13.97
Step G	14.31
Step H	14.67
Step I	15.01

Grade T04				
2006			2006	
			For reference only	
Step A	12.91		Step A	12.91
Step B	13.41		Step B	13.23
Step C	13.96		Step C	13.56
Step D	14.52		Step D	13.90
Step E	15.13		Step E	14.25
Step F	15.74		Step F	14.61
			Step G	14.97
			Step H	15.35
			Step I	15.74

For employees hired before 02/19/07:

2007	
Step A	13.04
Step B	13.54
Step C	14.10
Step D	14.67
Step E	15.28
Step F	15.90

For employees hired after 02/19/07:

2007	
Step A	13.04
Step B	13.37
Step C	13.70
Step D	14.04
Step E	14.39
Step F	14.75
Step G	15.12
Step H	15.50
Step I	15.90

For employees hired before 02/19/07:

2008	
Step A	13.17
Step B	13.68
Step C	14.24
Step D	14.81
Step E	15.43
Step F	16.06

For employees hired after 02/19/07:

2008	
Step A	13.17
Step B	13.50
Step C	13.84
Step D	14.18
Step E	14.54
Step F	14.90
Step G	15.27
Step H	15.65
Step I	16.06

Grade T05				
2006			2006	
			For reference only	
Step A	13.78		Step A	13.78
Step B	14.34		Step B	14.12
Step C	14.93		Step C	14.48
Step D	15.53		Step D	14.84
Step E	16.17		Step E	15.21
Step F	16.82		Step F	15.59
			Step G	15.98
			Step H	16.38
			Step I	16.82

For employees hired before 02/19/07:

2007	
Step A	13.92
Step B	14.48
Step C	15.08
Step D	15.69
Step E	16.33
Step F	16.99

For employees hired after 02/19/07:

2007	
Step A	13.92
Step B	14.27
Step C	14.62
Step D	14.99
Step E	15.36
Step F	15.75
Step G	16.14
Step H	16.54
Step I	16.99

For employees hired before 02/19/07:

2008	
Step A	14.06
Step B	14.63
Step C	15.23
Step D	15.84
Step E	16.50
Step F	17.16

For employees hired after 02/19/07:

2008	
Step A	14.06
Step B	14.41
Step C	14.77
Step D	15.14
Step E	15.52
Step F	15.90
Step G	16.30
Step H	16.71
Step I	17.16

Grade T06				
2006			2006	
			For reference only	
Step A	14.75		Step A	14.75
Step B	15.35		Step B	15.12
Step C	15.97		Step C	15.50
Step D	16.61		Step D	15.88
Step E	17.30		Step E	16.28
Step F	17.98		Step F	16.69
			Step G	17.11
			Step H	17.53
			Step I	17.98

For employees hired before 02/19/07:

2007	
Step A	14.90
Step B	15.50
Step C	16.13
Step D	16.78
Step E	17.47
Step F	18.16

For employees hired after 02/19/07:

2007	
Step A	14.90
Step B	15.27
Step C	15.65
Step D	16.04
Step E	16.44
Step F	16.86
Step G	17.28
Step H	17.71
Step I	18.16

For employees hired before 02/19/07:

2008	
Step A	15.05
Step B	15.66
Step C	16.29
Step D	16.94
Step E	17.65
Step F	18.34

For employees hired after 02/19/07:

2008	
Step A	15.05
Step B	15.42
Step C	15.81
Step D	16.20
Step E	16.61
Step F	17.02
Step G	17.45
Step H	17.89
Step I	18.34

Grade T07				
2006			2006	
			For reference only	
Step A	15.78		Step A	15.78
Step B	16.42		Step B	16.17
Step C	17.09		Step C	16.58
Step D	17.77		Step D	16.99
Step E	18.50		Step E	17.42
Step F	19.24		Step F	17.85
			Step G	18.30
			Step H	18.76
			Step I	19.24

For employees hired before 02/19/07:

2007	
Step A	15.94
Step B	16.58
Step C	17.26
Step D	17.95
Step E	18.69
Step F	19.43

For employees hired after 02/19/07:

2007	
Step A	15.94
Step B	16.34
Step C	16.74
Step D	17.16
Step E	17.59
Step F	18.03
Step G	18.48
Step H	18.95
Step I	19.43

For employees hired before 02/19/07:

2008	
Step A	16.10
Step B	16.75
Step C	17.43
Step D	18.13
Step E	18.87
Step F	19.63

For employees hired after 02/19/07:

2008	
Step A	16.10
Step B	16.50
Step C	16.91
Step D	17.33
Step E	17.77
Step F	18.21
Step G	18.67
Step H	19.13
Step I	19.63

Grade T08				
2006			2006	
			For reference only	
Step A	16.87		Step A	16.87
Step B	17.55		Step B	17.29
Step C	18.26		Step C	17.72
Step D	19.00		Step D	18.17
Step E	19.77		Step E	18.62
Step F	20.57		Step F	19.09
			Step G	19.56
			Step H	20.05
			Step I	20.57

For employees hired before 02/19/07:

2007	
Step A	17.04
Step B	17.73
Step C	18.44
Step D	19.19
Step E	19.97
Step F	20.78

For employees hired after 02/19/07:

2007	
Step A	17.04
Step B	17.46
Step C	17.90
Step D	18.35
Step E	18.81
Step F	19.28
Step G	19.76
Step H	20.25
Step I	20.78

For employees hired before 02/19/07:

2008	
Step A	17.21
Step B	17.90
Step C	18.63
Step D	19.38
Step E	20.17
Step F	20.98

For employees hired after 02/19/07:

2008	
Step A	17.21
Step B	17.64
Step C	18.08
Step D	18.53
Step E	19.00
Step F	19.47
Step G	19.96
Step H	20.46
Step I	20.98

Grade T09				
2006			2006	
			For reference only	
Step A	18.05		Step A	18.05
Step B	18.79		Step B	18.50
Step C	19.54		Step C	18.96
Step D	20.33		Step D	19.44
Step E	21.15		Step E	19.92
Step F	22.01		Step F	20.42
			Step G	20.93
			Step H	21.46
			Step I	22.01

For employees hired before 02/19/07:

2007	
Step A	18.23
Step B	18.98
Step C	19.74
Step D	20.53
Step E	21.36
Step F	22.23

For employees hired after 02/19/07:

2007	
Step A	18.23
Step B	18.69
Step C	19.15
Step D	19.63
Step E	20.12
Step F	20.63
Step G	21.14
Step H	21.67
Step I	22.23

For employees hired before 02/19/07:

2008	
Step A	18.41
Step B	19.17
Step C	19.93
Step D	20.74
Step E	21.58
Step F	22.45

For employees hired after 02/19/07:

2008	
Step A	18.41
Step B	18.87
Step C	19.34
Step D	19.83
Step E	20.32
Step F	20.83
Step G	21.35
Step H	21.89
Step I	22.45



Grade T10				
2006			2006	
			For reference only	
Step A	19.31		Step A	19.31
Step B	20.07		Step B	19.79
Step C	20.90		Step C	20.29
Step D	21.75		Step D	20.79
Step E	22.63		Step E	21.31
Step F	23.54		Step F	21.85
			Step G	22.39
			Step H	22.95
			Step I	23.54

For employees hired before 02/19/07:

2007	
Step A	19.50
Step B	20.27
Step C	21.11
Step D	21.97
Step E	22.86
Step F	23.78

For employees hired after 02/19/07:

2007	
Step A	19.50
Step B	19.99
Step C	20.49
Step D	21.00
Step E	21.53
Step F	22.07
Step G	22.62
Step H	23.18
Step I	23.78

For employees hired before 02/19/07:

2008	
Step A	19.70
Step B	20.47
Step C	21.32
Step D	22.19
Step E	23.08
Step F	24.01

For employees hired after 02/19/07:

2008	
Step A	19.70
Step B	20.19
Step C	20.70
Step D	21.21
Step E	21.74
Step F	22.29
Step G	22.84
Step H	23.41
Step I	24.01

Grade T11				
2006			2006	
			For reference only	
Step A	20.63		Step A	20.63
Step B	21.47		Step B	21.15
Step C	22.34		Step C	21.67
Step D	23.24		Step D	22.22
Step E	24.18		Step E	22.77
Step F	25.17		Step F	23.34
			Step G	23.92
			Step H	24.52
			Step I	25.17

For employees hired before 02/19/07:

2007	
Step A	20.84
Step B	21.68
Step C	22.56
Step D	23.47
Step E	24.42
Step F	25.42

For employees hired after 02/19/07:

2007	
Step A	20.84
Step B	21.36
Step C	21.89
Step D	22.44
Step E	23.00
Step F	23.57
Step G	24.16
Step H	24.77
Step I	25.42

For employees hired before 02/19/07:

2008	
Step A	21.04
Step B	21.90
Step C	22.79
Step D	23.71
Step E	24.67
Step F	25.68

For employees hired after 02/19/07:

2008	
Step A	21.04
Step B	21.57
Step C	22.11
Step D	22.66
Step E	23.23
Step F	23.81
Step G	24.41
Step H	25.02
Step I	25.68

Grade T12				
2006			2006	
			For reference only	
Step A	22.46		Step A	22.46
Step B	23.39		Step B	23.02
Step C	24.32		Step C	23.60
Step D	25.30		Step D	24.19
Step E	26.34		Step E	24.79
Step F	27.42		Step F	25.41
			Step G	26.05
			Step H	26.70
			Step I	27.42

For employees hired before 02/19/07:

2007	
Step A	22.68
Step B	23.62
Step C	24.56
Step D	25.55
Step E	26.60
Step F	27.69

For employees hired after 02/19/07:

2007	
Step A	22.68
Step B	23.25
Step C	23.83
Step D	24.43
Step E	25.04
Step F	25.67
Step G	26.31
Step H	26.96
Step I	27.69

For employees hired before 02/19/07:

2008	
Step A	22.91
Step B	23.86
Step C	24.81
Step D	25.81
Step E	26.87
Step F	27.97

For employees hired after 02/19/07:

2008	
Step A	22.91
Step B	23.48
Step C	24.07
Step D	24.67
Step E	25.29
Step F	25.92
Step G	26.57
Step H	27.23
Step I	27.97

Grade T13				
2006			2006	
			For reference only	
Step A	24.49		Step A	24.49
Step B	25.51		Step B	25.10
Step C	26.52		Step C	25.73
Step D	27.60		Step D	26.37
Step E	28.72		Step E	27.03
Step F	29.88		Step F	27.71
			Step G	28.40
			Step H	29.11
			Step I	29.88

For employees hired before 02/19/07:

2007	
Step A	24.73
Step B	25.77
Step C	26.79
Step D	27.88
Step E	29.01
Step F	30.18

For employees hired after 02/19/07:

2007	
Step A	24.73
Step B	25.35
Step C	25.99
Step D	26.64
Step E	27.30
Step F	27.99
Step G	28.68
Step H	29.40
Step I	30.18

For employees hired before 02/19/07:

2008	
Step A	24.98
Step B	26.02
Step C	27.05
Step D	28.15
Step E	29.30
Step F	30.48

For employees hired after 02/19/07:

2008	
Step A	24.98
Step B	25.61
Step C	26.25
Step D	26.90
Step E	27.58
Step F	28.27
Step G	28.97
Step H	29.70
Step I	30.48

Grade T14				
2006			2006	
			For reference only	
Step A	26.70		Step A	26.70
Step B	27.77		Step B	27.37
Step C	28.91		Step C	28.05
Step D	30.07		Step D	28.75
Step E	31.28		Step E	29.47
Step F	32.56		Step F	30.21
			Step G	30.96
			Step H	31.74
			Step I	32.56

For employees hired before 02/19/07:

2007	
Step A	26.97
Step B	28.05
Step C	29.20
Step D	30.37
Step E	31.59
Step F	32.89

For employees hired after 02/19/07:

2007	
Step A	26.97
Step B	27.64
Step C	28.33
Step D	29.04
Step E	29.77
Step F	30.51
Step G	31.27
Step H	32.06
Step I	32.89

For employees hired before 02/19/07:

2008	
Step A	27.24
Step B	28.33
Step C	29.49
Step D	30.67
Step E	31.91
Step F	33.21

For employees hired after 02/19/07:

2008	
Step A	27.24
Step B	27.92
Step C	28.62
Step D	29.33
Step E	30.06
Step F	30.82
Step G	31.59
Step H	32.38
Step I	33.21

Grade T15				
2006			2006	
			For reference only	
Step A	29.10		Step A	29.10
Step B	30.28		Step B	29.83
Step C	31.51		Step C	30.57
Step D	32.79		Step D	31.34
Step E	34.12		Step E	32.12
Step F	35.49		Step F	32.92
			Step G	33.75
			Step H	34.59
			Step I	35.49

For employees hired before 02/19/07:

2007	
Step A	29.39
Step B	30.58
Step C	31.83
Step D	33.12
Step E	34.46
Step F	35.84

For employees hired after 02/19/07:

2007	
Step A	29.39
Step B	30.13
Step C	30.88
Step D	31.65
Step E	32.44
Step F	33.25
Step G	34.08
Step H	34.94
Step I	35.84

For employees hired before 02/19/07:

2008	
Step A	29.68
Step B	30.89
Step C	32.14
Step D	33.45
Step E	34.81
Step F	36.20

For employees hired after 02/19/07:

2008	
Step A	29.68
Step B	30.43
Step C	31.19
Step D	31.97
Step E	32.77
Step F	33.59
Step G	34.43
Step H	35.29
Step I	36.20

Grade T16				
2006			2006	
			For reference only	
Step A	31.71		Step A	31.71
Step B	33.01		Step B	32.50
Step C	34.33		Step C	33.32
Step D	35.73		Step D	34.15
Step E	37.17		Step E	35.00
Step F	38.67		Step F	35.88
			Step G	36.77
			Step H	37.69
			Step I	38.67

For employees hired before 02/19/07:

2007	
Step A	32.03
Step B	33.34
Step C	34.67
Step D	36.09
Step E	37.54
Step F	39.06

For employees hired after 02/19/07:

2007	
Step A	32.03
Step B	32.83
Step C	33.65
Step D	34.49
Step E	35.35
Step F	36.24
Step G	37.14
Step H	38.07
Step I	39.06

For employees hired before 02/19/07:

2008	
Step A	32.35
Step B	33.67
Step C	35.02
Step D	36.45
Step E	37.92
Step F	39.45

For employees hired after 02/19/07:

2008	
Step A	32.35
Step B	33.16
Step C	33.98
Step D	34.83
Step E	35.71
Step F	36.60
Step G	37.51
Step H	38.45
Step I	39.45

Grade T17				
2006			2006	
			For reference only	
Step A	34.59		Step A	34.59
Step B	36.00		Step B	35.45
Step C	37.44		Step C	36.34
Step D	38.96		Step D	37.25
Step E	40.53		Step E	38.18
Step F	42.18		Step F	39.14
			Step G	40.11
			Step H	41.12
			Step I	42.18

For employees hired before 02/19/07:

2007	
Step A	34.94
Step B	36.36
Step C	37.81
Step D	39.35
Step E	40.94
Step F	42.60

For employees hired after 02/19/07:

2007	
Step A	34.94
Step B	35.81
Step C	36.70
Step D	37.62
Step E	38.56
Step F	39.53
Step G	40.51
Step H	41.53
Step I	42.60

For employees hired before 02/19/07:

2008	
Step A	35.29
Step B	36.72
Step C	38.19
Step D	39.74
Step E	41.34
Step F	43.03

For employees hired after 02/19/07:

2008	
Step A	35.29
Step B	36.17
Step C	37.07
Step D	38.00
Step E	38.95
Step F	39.92
Step G	40.92
Step H	41.94
Step I	43.03



**Appendix B  
Holidays**

Monday, January 2  
Monday, January 16  
Monday, May 29  
Tuesday, July 4  
Monday, September 4  
Friday, November 10  
Thursday, November 23  
Friday, November 24  
Monday, December 25  
Tuesday, December 26

Monday, January 1  
Monday, January 15  
Monday, May 28  
Wednesday, July 4  
Monday, September 3  
Monday, November 12  
Thursday, November 22  
Friday, November 23  
Monday, December 24  
Tuesday, December 25

Tuesday, January 1  
Monday, January 21  
Monday, February 18  
Monday, May 26  
Friday, July 4  
Monday, September 1  
Monday, October 13  
Tuesday, November 11  
Thursday, November 27  
Friday, November 28  
Wednesday, December 24  
Thursday, December 25  
Wednesday, December 31

**2006**

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

**2007**

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

**2008**

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve Day

Appendix C



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield A

**Community Blue<sup>SM</sup> PPO**  
**Benefits-at-a-Glance**  
**Plan 1**

**13125-025**

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Preventive Services – Limited to \$250 per calendar year</b>		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100% <ul style="list-style-type: none"> <li>• Up to 6 visits per year, through age 1</li> <li>• Up to 2 visits per year, age 2 through 3</li> <li>• 1 visit per year, age 4 through 15</li> </ul>	Not covered
Immunizations	Covered – 100%, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not covered
<b>Mammography</b>		
Mammography Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year, no age restrictions	
<b>Physician Office Services</b>		
Office Visits	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
<b>Emergency Medical Care</b>		
Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%
<b>Diagnostic Services</b>		
Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Radiation Therapy	Covered – 100%	Covered – 80% after deductible
<b>Maternity Services Provided by a Physician</b>		
Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	
<b>Hospital Care</b>		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 80% after deductible
<b>Note:</b> Nonemergency services must be rendered in a participating hospital		Unlimited days
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

## In-Network

## Out-of-Network

### Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%	Covered – 100%
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to lifetime dollar maximum which is adjusted periodically	
Home Health Care	Covered – 100%	Covered – 100%
	Unlimited visits	

### Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

### Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

### Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50%	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50%	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care • Facility and Clinic • Physician's Office	Covered – 50%	Covered – 50%
	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50%	Covered – 50%
	Up to the state-dollar amount which is adjusted annually	

### Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 100%
	Covered – 100%	Covered – 80% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%
Prescription Drugs	Covered - \$10/\$15/\$20 with contraceptives and MOPD	Covered – 75% less \$10/\$15/\$20 with contraceptives and MOPD

### Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<b>Deductible</b>	None	\$250 per member, \$500 family per calendar year
<b>Copays</b> • Fixed Dollar Copays  • Percent Copays	\$20 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.

<b>Copay Dollar Maximums</b> <ul style="list-style-type: none"> <li>• Fixed Dollar Copays</li> <li>• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays</li> </ul>	None	None
	Not applicable	\$2,000 per member, \$4,000 family per calendar year
<b>Dollar Maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	
<b>Optional Riders</b>		
<b>Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications</b>	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and prescription oral or injectable contraceptive medications.  <b>Note:</b> These riders are available only with prescription drug coverage.	
<b>Rider HC, Hearing Care</b>	Adds specific hearing care benefits, including one hearing aid, when provided by participating providers.	

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



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# Blue Choice<sup>®</sup> POS Plan 4

## Benefits-at-a-Glance

25539-010

	In-Network	Out-of-Network
<b>Preventive Services</b>		
Health Maintenance Exam	Covered – \$20 copay	Not covered
Annual Gynecological Exam	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Certain Routine Laboratory and Radiology Services	Covered – 100%	Covered – 80% after deductible
Pap Smear Screening – laboratory services only	Covered – 100%	Covered – 80% after deductible
	One every 12 months	
Well-Baby and Child Care	Covered – \$20 copay	Not covered
Immunizations	Covered – 100%	Not covered
Proctoscopic Exam	Covered – 100%	Covered – 80% after deductible
	One every 3 years at age 40 and older	
Prostate Specific Antigen (PSA) Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year	
<b>Mammography</b>		
Mammography Screening	Covered – 100%	Covered – 80% after deductible
	One baseline for ages 35-40, one annually after age 40	
<b>Physician Office Services</b>		
Office Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Outpatient and Home Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Office Consultations	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Urgent Care Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
<b>Emergency Medical Care</b>		
Hospital Emergency Room	Covered – \$25 copay	Covered – \$25 copay
Ambulance Services – medically necessary	Covered – 100%, ground service, and air service required for emergency transportation	Covered – 100%, ground service, and air service required for emergency transportation
<b>Diagnostic Services</b>		
Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible for major services
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible for major services
Radiation Therapy	Covered – 100%	Covered – 80% after deductible for major services
<b>Maternity Services Provided by a Physician</b>		
Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	
<b>Hospital Care</b>		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 80% after deductible, requires predetermination
<b>Note:</b> Nonemergency services must be rendered in a participating hospital	Unlimited days	
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

	In-Network	Out-of-Network
Skilled Nursing Care	Covered – 100%	Covered – 80% after deductible Up to 120 days per calendar year
Hospice Care	Covered – 100%	Covered – 80% after deductible Limited to lifetime dollar maximum which is adjusted periodically
Home Health Care	Covered – 100%	Covered – 80% after deductible Unlimited visits

### Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

### Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through Blue Choice POS network manager (248-223-5545)	Covered – 100%	Not covered
Bone Marrow – when coordinated through Blue Choice POS network manager (248-223-5545); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

### Mental Health Care and Substance Abuse Treatment

Note: Mental health and substance abuse services must be coordinated by the Behavioral Health Manager to be considered in-network.

Inpatient Mental Health Care and Substance Abuse Treatment	Covered – 100%	Covered – 80% after deductible Up to 45 days per calendar year
Outpatient Mental Health Care	Covered – 100%	Covered – 80% after deductible
Outpatient Substance Abuse Treatment	Covered – 100%	Covered – 80% after deductible Up to the state-dollar amount which is adjusted annually

### Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Chiropractic Spinal Manipulation	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay Up to 20 visits per calendar year
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%	Covered – 80% after deductible Up to 60 visits per condition per calendar year
Durable Medical Equipment	Covered – 100%	Covered – 80% after deductible
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 80% after deductible
Private Duty Nursing	Covered – 100%	Not covered
Prescription Drugs	Covered – \$10/15/20 with contraceptives and MOPD	Covered – 75% less \$10/15/20 with contraceptive and MOPD

### Deductible, Copays and Dollar Maximums

<b>Deductible</b>	None	\$100 per member, \$200 family per calendar year
<b>Copays</b>		
• Fixed Dollar Copays	\$20 for office visits and \$25 for emergency room visits	\$20 for office visits and \$25 for emergency room visits
• Percent Copays	None	20%
<b>Copay Dollar Maximums</b>		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$1,000 per member, \$2,000 family per calendar year
<b>Dollar Maximums</b>	None except as noted above for individual services	\$1 million lifetime per member and as noted above for individual services

### Optional Riders

Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are available only with prescription drug coverage.
Rider HC, Hearing Care	Adds specific hearing care benefits, including one hearing aid, when provided by participating providers.



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# Blue Managed Traditional Comprehensive Major Medical Plan— Plan 2

## Benefits-at-a-Glance

13128-007

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

### Preventive Care Services

Health Maintenance Exam	Covered – 80% after deductible, one every 12 months
Gynecological Exam	Covered – 80% after deductible, one every 12 months
Pap Smear Screening – laboratory and pathology services	Covered – 80% after deductible, one every 12 months (from the date of any previous pap smear)
Well-Baby and Child Care	Covered – \$20 copay, up to age 1
Immunizations	Covered – \$20 copay, up to and including age 6
Proctoscopic Exam	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 80% after deductible

### Mammography

Mammography Screening	Covered – 80% after deductible, one baseline for ages 35-40, one annually at age 40 and older
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### Physician Office Services

Office Visits	Covered – \$20 copay
Outpatient and Home Visits	Covered – \$20 copay
Office Consultations	Covered – \$20 copay
Urgent Care Visits	Covered – \$20 copay

### Emergency Medical Care

Hospital Emergency Room	Covered – 80% after deductible
Ambulance Services – medically necessary	Covered – 80% after deductible

### Diagnostic Services

Laboratory and Pathology Services	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 80% after deductible
Therapeutic Radiology	Covered – 80% after deductible

### Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered – 80% after deductible, includes care provided by a certified nurse midwife
Delivery and Nursery Care	Covered – 80% after deductible, includes delivery provided by a certified nurse midwife

### Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 80% after deductible, unlimited days
Inpatient Consultations	Covered – 80% after deductible
Chemotherapy	Covered – 80% after deductible

### Alternatives to Hospital Care

Skilled Nursing Care	Not covered
Hospice Care	Covered – 100%, limited to dollar maximum which is adjusted periodically
Home Health Care	Covered – 80% after deductible, unlimited visits

### Surgical Services

Surgery – includes related surgical services	Covered – 80% after deductible
Voluntary Sterilization	Covered – 80% after deductible

### Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%, up to \$1 million maximum per transplant type
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 80% after deductible

### Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50% after deductible
Inpatient Substance Abuse Treatment	Covered – 50% after deductible, up to \$15,000 annual, \$30,000 lifetime maximum
Outpatient Mental Health Care	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities only	Covered – 50% after deductible, up to the state-dollar amount which is adjusted annually

### Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – \$20 copay
Chiropractic Spinal Manipulation	Covered – 80% after deductible, up to 38 medically necessary visits per calendar year
Outpatient Physical, Speech and Occupational Therapy	Covered – 80% after deductible, unlimited treatment
Durable Medical Equipment	Covered – 80% after deductible
Prosthetic and Orthotic Appliances	Covered – 80% after deductible
Private Duty Nursing	Covered – 50% after deductible
Prescription Drugs	Covered - \$10 Generic/\$40 Brand Charge with contraceptives and MOPD2X

### Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<b>Deductible</b>	\$250 per member, \$500 per family per calendar year
<b>Copays</b>	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay Dollar Maximums</b> – excludes mental health care, substance abuse treatment and private duty nursing copays	\$1,000 contract per calendar year
<b>Dollar Maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services

### Riders

<b>Rider AP-2,</b> Annual Physical Exam	Adds benefits for one routine annual physical or gynecological exam and the following screening procedures: chemical profile, complete blood count, fecal occult blood screening and urinalysis. Member is responsible for applicable deductible and copays.
<b>Rider CMM-OPS \$20,</b> Office and Outpatient Physician Services	Adds well baby care (up to age 1) and immunizations (up to and including age 6), subject to a \$20 copay. It also removes the deductible and changes the percent copay to a \$20 copay per service for office, outpatient and home medical care visits (excludes routine medical care), and allergy testing and therapy. The \$20 copay will not be applied to the annual copay maximum.
<b>Rider CI, Contraceptive Injections, Rider PCD,</b> Prescription Contraceptive Devices and <b>Rider PD-CM,</b> Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are available only as a package with prescription drug coverage.
<b>Rider PSA,</b> Prostate Specific Antigen Screening	Covers one PSA screening test per member, per calendar year, for members age 40 and over. Member's regular deductibles and copays for lab tests apply. PSA tests must be provided by an independent laboratory, or in an inpatient or outpatient hospital setting.
<b>Rider XVA,</b> Excludes Voluntary Abortions	Excludes benefits for voluntary abortions.
<b>Rider CMM-MHP,</b> Mental Health Parity	Eliminates annual and lifetime maximums for mental health care. Note: The separate annual and lifetime maximums still apply to inpatient substance abuse treatment.





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## Traditional Plus Dental Coverage Plan 3

### Benefits-at-a-Glance

#### For Community Blue, Point of Service & New Traditional Medical Coverage

##### Class I Services

Oral Exams	Covered – 100%, twice per calendar year
Bitewing X-rays	Covered – 100%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 100%, once every 60 months
Prophylaxis (Teeth Cleaning)	Covered – 100%, twice per calendar year
Fluoride Treatment	Covered – 100%, twice per calendar year
Space Maintainers	Covered – 100%, once per quadrant per lifetime, up to age 19

##### Class II Services

Fillings - permanent teeth	Covered – 75%, once every 24 months
Fillings - primary teeth	Covered – 75%, once every 12 months
Inlays, Onlays, Crowns and Gold Fillings – permanent teeth	Covered – 75%, once every 60 months, payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 75%, three per calendar year
Root Canal Therapy	Covered – 75%, once every 12 months for teeth with one or more canals
Periodontal Scaling and Planning	Covered – 75%, once every 24 months
Occlusal Adjustment	Covered – 75%, up to five times a 60-month period
Periodontic Appliances or Biteguards	Covered – 75%, once every 12 months
General Anesthesia or IV Sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered – 75%
Relining or Rebasings of Partials or Dentures	Covered – 75%, once every 36 months per arch
Tissue Conditioning	Covered – 75%, once every 36 months per arch
Repairs to Existing Partials or Dentures	Covered – 75%, up to one-half the approved amount for a new denture in any 12-month period
Palliative Emergency Treatment	Covered – 75%

##### Class III Services

Removable Dentures and Partials	Covered – 50%, once every 60 months
Fixed Bridges	Covered – 50%, once every 60 months, payable for members age 16 and older

##### Class IV Services – Orthodontic services for dependents under age 19

Habit Breaking Appliances	Covered – 50%
Minor Tooth Guidance Appliances	Covered – 50%
Full-Banding Treatment	Covered – 50%
Monthly, Active Treatment Visits	Covered – 50%

##### Copays and Dollar Maximums

<b>Copays</b>	25% for class II services and 50% for class III and IV services
<b>Dollar Maximums</b>	
• Annual Maximum	\$1,000 per member for covered class I, II and III services
• Lifetime Maximum	\$1,000 per member for covered class IV services