

**AGREEMENT**

*between*

**46<sup>th</sup> CIRCUIT TRIAL COURT,  
CRAWFORD COUNTY DIVISION  
(Employer)**

*- and -*

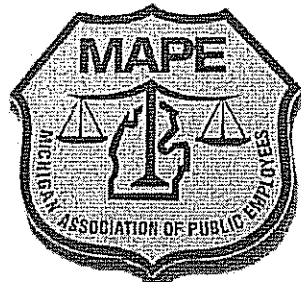
**CRAWFORD COUNTY BOARD OF COMMISSIONERS  
(Funding Unit)**

*-and-*

**MICHIGAN ASSOCIATION OF  
PUBLIC EMPLOYEES  
(MAPE)**

*representing*

**46TH CIRCUIT TRIAL COURT  
EMPLOYEES**



**October 1, 2010 through September 30, 2013**

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AGREEMENT

Between  
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Between

46<sup>th</sup> CIRCUIT TRIAL COURT  
Crawford County Division  
(Employer)

And

CRAWFORD COUNTY BOARD OF COMMISSIONERS  
(Funding Unit)

and

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES  
(MAPE)

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Effective October 1, 2010 to September 30, 2013

## AGREEMENT

This agreement entered into this 27<sup>th</sup> day of August, by and between the 46<sup>th</sup> Circuit Trial Court including units 46-1 Crawford, 46-2 Kalkaska and 46-3 Otsego, hereinafter referred to as the “Court”, and Michigan Association of Public Employees/MAPE representing the 46<sup>th</sup> Circuit Trial Court Union, hereinafter referred to as the “Union.”

**ARTICLE I**  
**PURPOSE AND INTENT**

*WHEREAS*, the general purpose and intent of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Court, the employees and the Union.

*WHEREAS*, the parties recognize that the interests of the community and the job security of the employees depend upon the Court's success in establishing a proper service to the community. The parties recognize that the overall goals of the 46<sup>th</sup> Circuit Trial Court are to:

1. Enforce statutes and ordinances and resolve legal disputes in a way that assures due process, fair treatment, effective deterrence and justice to all citizens.
2. Provide the most timely resolution of matters brought before the Court in recognition of the fact that justice delayed is justice denied.
3. Create and maintain a feeling of respect and confidence in the Court system on the part of the citizens so that they support and assist the Court in its efforts.
4. Maximize to the extent possible the development and job satisfaction of Court employees so that the Court is able to accomplish its goals.
5. Provide efficient and effective probation services.
6. Create and maintain a feeling of confidence in and support for the Court on the part of other organizations within the criminal justice system and community.
7. Ensure that the taxpayers of the community receive the greatest benefit for the dollars expended for Court services.

*WHEREAS*, to these ends, the Court and the Union encourage, to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time to time between the Court and its employees and of promoting peaceful relations between the parties.

*NOW THEREFORE*, this Collective Bargaining Agreement describes the employment relationship between MAPE and the 46<sup>th</sup> Circuit Trial Court pursuant to Public Act 374, of 1996, Section 8271(6)(b), Chief Judge Rule MCR 8.110 and Administrative Orders in effect from the Michigan Supreme Court regarding intergovernmental relations between the Court, the Union and the Counties of Otsego, Kalkaska and Crawford as the Funding Units.

**ARTICLE II**  
**RECOGNITION**

**Section 1.** In accordance with the Public Employment Relations Act (Act 336 of the public Acts of 1947, as amended), the Court recognizes the Union as the exclusive representative of all members of the bargaining unit for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

**Section 2.** The bargaining unit covered by this Agreement is defined as all full-time employees of the Court holding the following classifications:

**46-1 CRAWFORD COUNTY**

FOC legal Secretary/Account Specialist  
Assignment Clerk/Juvenile Register  
FOC Reimbursement Clerk/Probation Compliance Officer  
FOC Case Manager  
Probate Register  
Juvenile Case Worker  
Family Division Manager/Caseworker/Referee  
Magistrate  
FOC Supervisor

**46-2 KALKASKA COUNTY**

FOC Reimbursement Clerk  
Deputy Court Clerk  
FOC Legal Secretary/Account Specialist  
FOC Case Manager  
District Division Manager  
Probate Register  
Juvenile Case Worker  
Probation Officer/Magistrate  
FOC Supervisor

**46-3 OTSEGO COUNTY**

FOC Account Specialist  
Deputy Court Clerk

FOC Senior Account Specialist  
FOC Legal Secretary/Account Specialist  
Reimbursement Clerk  
FOC Case Manager  
Court Security Officer  
Probation Compliance Officer/Magistrate  
Juvenile Register  
District Division Supervisor/Magistrate  
Probate Register  
Juvenile Case Worker  
Attorney-Referee/Magistrate/Juvenile Officer  
Assignment Clerk/ADR Clerk

**Section 3.** The Court will not aid, promote or finance any labor group organization which purports to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement.

### **ARTICLE III**

### **REPRESENTATION**

**Section 1.** Employees in the bargaining unit shall be represented by the President, Secretary/Treasurer, Steward, or alternate Steward in the absence of the Steward. These representatives will be selected by the Union from bargaining unit members according to the Union's By-laws. The Court will recognize only those Union representatives whose names have been submitted in writing to the Court Administrator.

**Section 2.** With prior approval of the Chief Judge or the Court Administrator, designated Union representatives shall be allowed time off without loss of pay to:

- (a) Attend contract negotiations meetings between the Court and members of the Union, which shall include the President and Steward from each County.
- (b) Prepare and transmit communications authorized by the local Union or its officers to Court officials.
- (c) Attend meetings as requested by the Chief Judge or Court Administrator.

**Section 3.** The Court agrees that representatives of the Michigan Association of Public Employees (MAPE) shall have access to the Court's premises during working hours to conduct Union-Management business



provided prior approval has been granted by the Court. Upon arrival, Union representative will notify the office of the Court Administrator in person or by telephone. The Court agrees that representatives of MAPE may make telephone calls to members of the bargaining unit and receive telephone calls from members on the Court's telephone without notification to the Court. These telephone calls shall not disrupt the operations of the Court.

**Section 4.** Special conferences for important matters will be arranged between the Union President and the Presiding Judge and/or Court Administrator upon the request of either party. The Union shall be represented by the Union Steward or Alternate Steward and the President and no other Union member, unless requested by the Court. The Court shall be represented by the Court Administrator and/or the Presiding Judge. These conferences will be conducted by means of audio and/or video conferencing unless there are other means agreed to by the parties. These conferences may be attended by representatives of MAPE and by representatives of the Chief Judge. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time nor pay for time spent in such special conferences. This special conference will be held within five (5) calendar days from the date of the request. Issues concerning health and safety, changes in work schedules or working arrangements may be the subject of a special conference.

**ARTICLE IV  
UNION SECURITY/SHOP**

**Section 1.** All members of the bargaining Unit are free to join, or not to join the Union.

**Section 2.** Present employees covered by this Agreement shall, as a condition of employment, either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a contribution toward the administration of this Agreement, to the Union of the duration of this Agreement, on or before the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement.

- (a) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a Service Fee, to the Union of

the duration of this Agreement, on or before the thirtieth (30<sup>th</sup>) day following the beginning of their employment in the Unit.

- (b) An employee who shall tender the monthly dues required of a member or Service Charge shall be deemed to meet the conditions of this section. Employees who fail to comply with this requirement shall be discharged by the Court within thirty (30) days after the receipt of written notice to the Court from the Union.

**Section 3.** The Court shall cause the Counties of Crawford, Kalkaska and Otsego to deduct from the wages of an employee, monthly membership dues or service fees that are required, provided that the employee has signed the appropriate written authorization for such payroll deductions, using the dues check off form included as Exhibit 1 of this Agreement. Such authorization shall remain in effect until the employee gives the Court written notice of cancellation.

**Section 4.** The Court shall cause the Counties of Crawford, Kalkaska and Otsego to deduct the dues or service fees in the amount specified in writing by the Michigan Association of Public Employees or its designee.

**Section 5.** Monies so deducted shall be remitted to the Michigan Association of Public Employees, along with an alphabetical list of the names of the employees from whose pay deductions were made.

**Section 6.** The Union agrees to indemnify, save and hold harmless the Court and the Counties of Crawford, Kalkaska and Otsego from any damages or other financial loss which the Court and the Counties may be required to pay, including but not limited to any attorney fees incurred, as a consequence of implementing the provisions of this Article.

## **ARTICLE V**

### **UNION PRESIDENT**

**Section 1.** The Union President, or his or her designee, may be allowed time off, up to thirty-two (32) hours in each calendar year, with pay, to attend conferences and seminars, subject to the operating needs of the Court and with the prior approval of the Chief Judge or Court Administrator. No more than one (1) member at a time shall be allowed time off to transact Union business or to attend conferences or seminars. All requests to attend conferences or seminars shall be made at least one (1) week in advance and shall specify how the representative may be contacted. Members of the Union may use personal business time, vacation time, or comp time to attend Union conferences and/or seminars.

**ARTICLE VI**  
**MANAGEMENT RIGHTS**

**Section 1.** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Court, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion or as ordered by the Michigan Supreme Court: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work and retire employees; to set the standards of productivity and of the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the order and efficiency of its facilities and operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to determine the schedules of work; to determine and redetermine job content; to use independent contractors to perform work or services; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to control and regulate the user of machinery, facilities, equipment and other property of the Court; to introduce new or improved production and service, methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, bureaus and all other units of the Court or its facilities; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the statutory obligations, responsibilities and mission of the Court and to direct the Court's employees; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice to the Union and the employees thereof, to require compliance therewith by employees. The Court's failure to exercise any right, prerogative or function hereby reserved to it or the Court's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Court's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement and the Court shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement.

**ARTICLE VII**  
**WORK STOPPAGE**

**Section 1.** No employee, Union member, or other agent of the Union shall call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever, nor shall they participate in any strike, work stoppage, or cessation of work through the use of any method or legal proceeding.

**Section 2. Quasi Judicial Officers.** Quasi Judicial Officers (including Magistrates, Referees and Probate Registers) are not allowed to engage in any activities that violate Judicial Canons.

**Section 3.** Informational picketing shall not be allowed during regular work hours.

**Section 4.** The Employer agrees not to lock out employees.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

**Section 1.** A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of the Union Executive Board, hereinafter "Steward". 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.

All grievances must be filed within ten (10) working days after occurrence of the circumstances giving rise to the grievance, or when such knowledge of the occurrence could have been reasonably obtained, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. Time limits may be waived or extended by the mutual consent of the Court and the Union, in which case shall be reduced to writing.

**Section 2.** Prior to the grievance being reduced to writing the aggrieved employee shall first meet with the steward or in their absence the alternate steward and also the Court Administrator or in the absence of the Court Administrator the Presiding Judge in an attempt to settle the grievance.

If no satisfactory answer or disposition is received within ten (10) working days, the complaint shall be processed in the following manner:

**STEP 1.** The employee's Steward shall within ten (10) working days after occurrence of the circumstances giving rise to the grievance reduce the matter

to written form stating all facts in detail and submit same to the Court Administrator. The Court Administrator or designated representative shall within ten (10) working days of receipt of the grievance provide a written answer to the grievance and return two copies to the Steward. If the matter is not satisfactorily settled or adjusted in this stage, the Steward shall then process the grievance as provided in Step 2.

*STEP 2.* Failing to resolve the issue in the first step, the Union shall within ten (10) working days of the Court Administrator's answer to the grievance contact the Chief Judge, and in the event of the absence of the Chief Judge, the Chief Judge Pro Tem, to arrange a meeting between the Union (the grievant, Steward and MAPE representative) and the Chief Judge (and Court Administrator) to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, ten (10) working days from the time the Union contacts the Chief Judge unless a longer time is mutually agreed upon. The Chief Judge shall issue a written answer to the grievance within ten (10) working days of the meeting with the Union and shall provide the Steward with two copies. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as provided in Article IX.

**Section 3.** Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Court, the Union and any and all unit employees involved in the particular grievance.

**Section 4.** Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Court within the time limits prescribed, or any extension which may be agreed to, shall be decided by the Union's last offer of settlement. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

**Section 5.** The Court shall not be required to pay back wages for periods prior to the time a written grievance is filed, provided that, in the case of pay shortage which the employee had not been aware of before receiving his or her pay, any adjustments made shall be retroactive to the beginning of the affected pay period providing the employee files a grievance within ten (10) working days after receipt of such pay or knowledge of such pay shortage.

**Section 6.** When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to such employee's personnel record, the Steward will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed

unless a written grievance is filed within ten (10) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may, with the mutual consent of the parties, be commenced at any stage of the grievance procedure.

**Section 7.** All claims for back wages, including other forms of compensation, arising out of cases of discipline and discharge shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that such employee may have received or could with diligent effort have received from any source during the period in question, except for those wages the employee was earning prior to being disciplined. Claims for back wages shall not include interest, except when authorized by Court rule in event of a lawsuit brought to enforce an Arbitrator's award.

**Section 8.** The Court will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from such Steward's immediate supervisor to leave the Steward's work station and shall report back promptly when such Steward's part in the grievance adjustment has been completed.

**Section 9.** Any grievance submitted to arbitration by the Union shall first be reduced to a writing detailing the dispute at issue and the sections of the collective bargaining agreement alleged to have been violated and remedy requested.

**Section 10.** The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement.

## **ARTICLE IX** **ARBITRATION**

**Section 1.** The Union may request arbitration of an unsettled grievance. If the Union decides arbitration, it must notify the Court in writing by providing a "Notice of Intent to Arbitrate" within ten (10) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event the Union fails to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a Notice of Intent to Arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within ten (10) working days or within a longer period if mutually agreed upon, the Union may

submit the matter to the American Arbitration Association requesting that an arbitrator be selected with their assistance and under the rules of the American Arbitration Association.

**Section 2.** The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve dispute between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration are grievances which question the exercise of rights set forth in Article VI of this Agreement, entitled "MANAGEMENT RIGHTS", or which question the use or application of any right over which the employer is given unilateral discretion in this Agreement.

**Section 3.** The arbitrator shall have no power to:

- (a) Add to, subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties, and the arbitrator shall limit his decision to strictly the interpretation, application and enforcement of this agreement;
- (b) Establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement;
- (c) Award interest; or
- (d) Require a retroactive wage adjustment in any other case.

**Section 4.** In the event a grievance is appealed to an arbitrator and the arbitrator finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the grievance.

**Section 5.** The award of the arbitrator shall not be based on extra contractual matters not specifically incorporated in this Agreement, unless so stipulated otherwise on the record before the arbitrator by both the Union and the Court.

**Section 6.** The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses that are called by them.

**Section 7.** The arbitrator's award shall be final and binding on the Employer, Union and employees, provided, however, that either party reserves the right to challenge an arbitrator's award if the arbitrator has exceeded his jurisdiction under this Agreement.

**Section 8.** It is specifically understood and agreed that past infractions of any work rule, regulation, duty, responsibility or policy, which were not known of by the Court Administrator, shall not be found to mitigate, in whole or in part, any discipline imposed by the Court for any current infraction of any work rule, regulation, duty responsibility, or policy.

#### **ARTICLE X** **SUBCONTRACTING**

**Section 1.** The parties recognize the responsibility of the Court to provide services to citizens in the most professional and economical fashion and recognize that in appropriate cases outside contractors may be employed to perform such services. The Court has the right to subcontract. Prior to the use of any outside contractors proposed to do Union work, the Court will discuss its intentions with the Union. In no event shall any employee who customarily performs the work in question be laid off or transferred as a direct result of work being performed by any outside contractor.

#### **ARTICLE XI** **OUTSIDE EMPLOYMENT**

**Section 1.** Employees may accept employment in addition to their work with the Court, provided such outside employment shall not:

- (a) Interfere with the efficient performance of the employee's duties;
- (b) Constitute a conflict of interest with the employee's duties; and,
- (c) Occur during the employee's regular work hours.
- (d) Cast dispersion upon the integrity of the Court.

**Section 2.** Before performing any outside employment, employees shall provide written notification to the Court at least seven (7) working days in advance and inform the Court of the name and address of the other employer along with a brief description of the job duties that will be performed for the other employer.



**ARTICLE XII**  
**RATES FOR NEW CLASSIFICATIONS**

**Section 1.** The rate of pay for any new classifications established by the Court within the bargaining unit covered by this Agreement shall be initially determined by the Court. In the event the Union disagrees with the rate of pay and the parties cannot reach agreement after discussing the matter, such dispute over the rate shall be submitted to an arbitrator for final resolution in accordance with the procedure for selecting an arbitrator as set forth in the grievance procedure.

**ARTICLE XIII**  
**PROBATIONARY EMPLOYEES AND SENIORITY**

**Section 1. SENIORITY** – Initial Union seniority shall mean an employee's length of continuous unbroken service as a full-time and/or part-time permanent employee with Crawford, Kalkaska Otsego Counties and/or the Court, within or without the bargaining unit only for those employees on the payroll on December 13, 2006, measured in calendar days from the first date the employee actually worked for Crawford, Kalkaska Otsego Counties and/or the Court on or after the employee's most recent date of hire, excluding unpaid leaves of absence of more than 10 days in a consecutive 12-month period, unless prohibited by law. For employees hired after December 13, 2006 there shall be no credit for prior service with any other employer. The Court and the Union understand that this first seniority list is used to establish the initial seniority roster of Union members as of December 13, 2006 when the Union was certified. This type of seniority shall be deemed General Bargaining Unit Seniority. Additionally, both parties understand that after this initial list is established, seniority is then based and maintained within each County (Crawford, Kalkaska or Otsego) and not across county lines. This type of seniority shall be deemed County Specific Bargaining Unit Seniority. Seniority for purposes of bumping, layoff, recall, promotions and vacancies shall be based first upon County Specific Bargaining Unit Seniority and, in case of a tie General Bargaining Unit Seniority shall be used as a tiebreaker. Pension benefits, accrual of vacation time, accrual of sick time and longevity pay shall be based on General Bargaining Unit Seniority and/or County Specific Bargaining Unit Seniority. If two or more employees have the same hire date, the last four digits of their Social Security Number shall be used in determining their respective positions on the Seniority List, with the employees having the lowest such four numbers being assigned first on the Seniority List. Seniority shall not accrue for probationary employees as described in Section 4 of this Article, until completion of the probationary period, at which time the employee shall possess seniority as defined in this Article.

**Section 2. Job Classification Seniority** – Job Classification Seniority shall mean an employee’s length of continuous service as a full-time permanent employee in their current job classification, measured in calendar days from the first date the employee actually worked in that job classification on or after the employee’s most recent date of hire. Job classification seniority shall not accrue to a probationary employee, as defined in Section 4 of this Article, until completion of the probationary period, at which time the employee shall possess seniority as defined in this Section. Wages and opportunities for **general** overtime within the employee’s classification shall be determined by job classification seniority and the qualifications of the employee.

**Section 3. Bumping** – Bumping shall be allowed only within one County (not across county lines). Bumping is allowed within this definition to an equal to or lower classification based upon County Specific Bargaining Unit Seniority and, in case of a tie General Bargaining Unit Seniority and the ability to perform the work of the new classification if qualified, as determined by the Court Administrator. If an employee wants to bump as described in this Section, the employee must inform the Employer in writing within 3-days. There shall be a trial period for an employee allowed to bump of 20 work days. In the Court Administrator’s sole discretion, if the re-assigned employee cannot perform the new job duties they shall then be laid off. The employee will not be able to bump into another position, i.e., only one (1) bump is permitted. Said employee shall assume the wage rate of the applicable wage grade within the lower or equal classification at that rate which is closest to their current pay. Bumping into a Judicial appointed position as defined in Article XV is prohibited.

**Section 4.** Commencing with the first date the employee actually works following their most recent date of hire, all full-time employees shall serve a probationary period of six (6) calendar months uninterrupted by any type of service break, during which time they shall be termed “*probationary employees.*” This six-month period shall be termed the “*probationary period.*” The Employer may extend the probationary employee’s probation for thirty (30) days with notice to the Union.

(a) Probationary employees’ service with the employer may be terminated at any time by the employer in its sole discretion. Neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

(b) During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided in this Agreement. After an employee has successfully completed the probationary period of employment,

such employee shall become a regular full-time employee, and seniority shall be retroactive to the employee's most recent date of hire by the Court.

**Section 5.** An employee shall forfeit their seniority, including general bargaining unit seniority, county specific bargaining unit seniority and job classification seniority, under the following circumstances:

- (a) The employee retires or resigns;
- (b) The employee is terminated and the termination is not reversed through the grievance procedure;
- (c) The employee is absent three (3) consecutive working days without notifying the Court Administrator;
- (d) The employee fails to return to work within three (3) working days of the expiration of any type of leave of absence without notifying the Court Administrator, unless a longer period of time to return is granted in this Agreement;
- (e) The employee fails to return to work within seven (7) days after being notified of recall from a layoff; or
- (f) The employee is laid off for a period, measured from the date of layoff, equal to the lesser of twelve (12) calendar months or the length of the employee's seniority.

**Section 6.** The Court Administrator in each county shall provide the Union President with an annually updated seniority list by job classification seniority and bargaining unit seniority. These lists shall be provided annually to the Union President between December 1st and December 15th. An employee's standing on any published list shall be final unless protested to the Court Administrator not later than thirty (30) calendar days following the date the list is provided to the Union President. No employee shall gain economic benefit because of an error in any seniority list.

**Section 7.** By definition, "the Court" refers to the Court Administrator's office of the County the employee is assigned.

#### **ARTICLE XIV** **LAYOFFS AND RECALL**

**Section 1.** When there is an indefinite reduction in the work force the following procedure shall govern layoffs:

- (a) Layoff Notice. The Court shall provide the employee(s) with fourteen (14) calendar day notices of layoff. Said notice shall be in writing.
- (b) Layoff-Temporary/Part-time/Provisional Employees. Temporary, part-time, or provisional employees shall be laid off first, in any order the Court chooses.
- (c) Layoff-Probationary Employees. After all temporary, part-time and provisional employees shall be laid off, probationary employees shall be laid off by hire date, with those employees hired most recently laid off first.

**Section 2.** Recalls from a layoff shall be in reverse order of layoff. Employees who are being recalled have seven (7) work days from the date of notification by certified/registered mail to return to employment at the Court. During this time a provisional employee may be hired until the Union employee returns. If the Union employee fails to return during the seven (7) day period they shall forfeit their seniority and right to recall. A laid off employee shall be notified of the recall at the employee's last known address.

## **ARTICLE XV**

### **PROMOTIONS AND VACANCIES**

**Section 1.** In the event that a vacancy occurs in a classification covered by this Agreement and the Court determines to fill the vacancy, the vacancy shall be posted for a period of five (5) working days within the County where the vacancy occurs and the Union may post the vacancy notice at all other locations of the Court. The posting shall list the name of the vacant position and the qualifications for said position. Bargaining unit employees who wish to be considered to fill the vacancy may submit a letter of interest to the Court Administrator in the County where the vacancy exists within the posting period. The Court shall have the right to reject any applicant who does not meet the qualifications set forth in the posting.

**Section 2.** Promotions to any vacant position in the Court in Crawford, Kalkaska or Otsego Counties shall be offered to Court employees where the vacancy exists. The most senior employee in the county where the vacancy exists who meets the posted qualifications and demonstrates the ability to perform the work shall be appointed to the vacancy. If no employee of the Court in the County where the vacancy exists submits a letter of interest to the Court Administrator, or after the trial period is unable to perform the work, the Court may go to the Court employees in the other counties of the Court to fill the vacancy. If a Court employee in one of the other counties of the Court then

fills the vacancy their county specific bargaining unit seniority from their former position shall be applied to their general bargaining unit seniority.

**Section 3.** When an employee is promoted, the employee shall be given a probationary period of up to thirty calendar (30) days. If at any time during the probationary period the employee is found to be not qualified for the position and is not able to perform the work, or the employee decides they do not want the position, the employee shall be returned to their previous position. Employees filling vacancies or receiving promotions under this Article shall assume the wage rate to that step which provides them with an increase in pay in the new job classification.

**Section 4.** Promotions shall be at the sole discretion of the Court Administrator.

**Section 5.** Judicial appointments are at the sole discretion of the Judge. These appointments are: (1) Clerk of the Court; (2) Magistrate; (3) Probate Register; (4) Juvenile Register; (5) Juvenile Officer and (6) Referee.

**Section 6.** It is understood that each County may have different qualification standards for similar job descriptions.

#### **ARTICLE XVI** **REVIEW OF PERSONNEL RECORD BY EMPLOYEE**

**Section 1.** The Court, upon written request which describes the personnel record, shall provide the employee with an opportunity to periodically review, not more than two (2) times in a calendar year, the employee's personnel record. The review shall take place at the Court.

**Section 2.** After the review, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. The Court may charge a fee for providing a copy of information contained in the personnel record. The fee shall be limited to the actual incremental cost of duplicating the information. If an employee demonstrates that he or she is unable to review his or her personnel record at the Court, then the employer, upon that employee's written request, shall mail a copy of the requested record to the employee.

**Section 3.** If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the Court and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed five (5) sheets of 8 ½-inch by 11-inch

paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file.

**Section 4.** All employees shall receive annual notification of all banked time (vacation days, sick days, personal business days and compensation time).

## **ARTICLE XVII** **HOURS OF WORK**

**Section 1.** The standard workday shall consist of seven (7) or seven and one half (7 1/2) hours a day, five (5) days per week, Monday through Friday. The standard workweek shall be thirty-five (35) or thirty-seven and one half (37 1/2) hours per week.

**Section 2.** All employees' work hours shall be between the hours of 8:00 a.m. until 4:30 p.m. with a one-hour unpaid lunch break and two fifteen (15) minute rest breaks.

**Section 3.** No employee shall work any hours extending the regular seven or seven and one half hour workday and/or the thirty-five or thirty-seven and one half hour workweek without authorization from the Court Administrator and/or the Judges.

**Section 4.** The Court reserves the right to deviate from the regular schedules of work in cases of emergency or to meet judicial requirements as approved by a Judge, Referee or Court Administrator. Cases of emergency shall be defined as an Act of God which cannot be foreseen by the Court, or an emergency declared by the Chief Judge and/or the Court Administrator.

**Section 5.** Flexible hours/schedules may be allowed with the express approval of the Court Administrator or their designee.

## **ARTICLE XVIII** **PAY PERIODS**

**Section 1.** All full-time employees shall be paid through the current payday. Exceptions to regular time worked shall be paid and noted on subsequent paychecks.

**Section 2.** Upon termination of employment, employees shall receive a final settlement check from the Court within the payroll cycle of the funding unit.

**Section 3.** The Court retains the right to change the payroll periods; however, the Union does not give up its right to bargain over the effects of that change.

**ARTICLE XIX**  
**WAGES**

**Section 1.** Beginning on October 1<sup>st</sup>, 2010, the wage rates for job classifications in the bargaining unit shall be as set forth in the attached Schedule "A" provided herein. All employees will receive a \$200.00 signing bonus upon ratification.

October 1, 2010	1.0%
April 1, 2011	1.0%
October 1, 2011	1.5%
October 1, 2012	2.0%

**Section 2.** In any case where an employee is promoted to a classification with a higher pay range, the employee's new rate shall be set at the lowest step in the new pay range that shall result in an increase over the rate received immediately prior to such promotion.

**ARTICLE XX**  
**OVERTIME**

**Section 1.**

- (a) Any hours worked extending the seven and one-half (7 ½) hour workday must be authorized by the Court Administrator and/or Chief Judge.
- (b) Overtime pay shall be at the rate of one and one-half (1 ½) times the employee's regular hourly rate. Employees ordered to work on a designated Court holiday shall be paid double-time the employee's regular hourly rate. Employees may elect to have their overtime in pay or in compensatory time. If the employee elects compensatory time it will be scheduled at a time mutually beneficial to the employee and the Court.
- (c) Overtime shall be paid for all hours worked over forty (40) in the regular workweek. Overtime pay shall only be paid for Saturday or Sunday work if employees have worked full time each scheduled workday, Monday through Friday. Approved paid time off shall be counted as time worked for purposed of payment of overtime.

**Section 2.** Employees accepting overtime must accept all hours offered, unless the Court and employee agree otherwise.

**Section 3.** Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

**ARTICLE XXI**  
**ON-CALL PAY**

**Section 1.** Employees who are required to carry a pager and restrict their off-duty time or are on call shall be paid \$30.00 for each day that they are on call.

**Section 2.** Employees who are required to carry a pager and restrict their off-duty time or are on call for a Holiday as defined in Article XXXI, Holidays shall be paid \$50.00 for each holiday that they are on call.

**Section 3.** If an on-call employee is then called to perform their duties during their off-duty time when they are on-call then they shall be paid overtime pay for all time performing their duties based on Article XX, Overtime which would be in addition to this on-call pay. The employer reserves the right, with the agreement of the employee, to adjust the employee's schedule within the same week in order to reduce the overtime liability.

**Section 4.** Employees who are required to carry a pager and restrict their off-duty time are considered on call. Employees that are in on call status will be reimbursed \$25.00 every month they are in on call status for the cost of their cell phone. Magistrates that serve in an on call status will be reimbursed \$50.00 per month for a land line in their home in order that the Magistrate has access to facsimile services.

**ARTICLE XXII**  
**LONGEVITY PAY**

**Section 1.** Longevity. Longevity benefits shall be determined on the employee's anniversary date. All full-time employees who have completed a minimum of four (4) years of full-time employment shall receive longevity benefits in accordance with the following schedule:

<u>Years of Full-Time Service</u>	<u>Benefit Amount</u>
4	\$ 150
5	180
6	210
7	240
8	270
9	300
10	330



11	360
12	390
13	420
14	450
15	480
16	510
17	540
18	570
19	600
20	630

**Section 2. Longevity Payment.** Longevity benefits shall be paid to eligible employees on the county's first (1<sup>st</sup>) payroll period following the determination date.

**Section 3. Longevity Retention.** Employees on leaves of absence or layoff shall retain all service time earned toward the payment of longevity payments provided by this Agreement, but shall not accrue any additional time or receive longevity payments during such leaves of absence or layoff.

**ARTICLE XXIII**  
**HEALTH INSURANCE BENEFITS**

**Section 1.** The County where the employee works shall pay the premium for hospitalization-medical coverage for permanent full-time employees, spouses, and dependant children under nineteen (19) years of age. The plan provided shall be a Priority Health POS #6 plan, with a \$10 Doctor and Chiropractic office visit co-pay, and with a prescription drug rider. Employees shall also have the option to choose the COPS Trust Health Plan with a \$10 Doctor and \$25 Chiropractic office visit co-pay, no in network deductible and with a \$5/\$20/\$40 prescription drug rider. If an employee selects the COPS Health Trust Plan and the monthly premium for the COPS Trust Health Plan is greater than the Priority Health POS #6 monthly premium then the employee shall pay the difference through payroll deduction.

In the event, an employee's plan eligibility status changes during the plan year, thereby requiring the employee to pay for his/her COPS Trust insurance because the appropriate Priority Health plan offered by the County is less expensive than the COPS Trust plan and Priority Health will not allow the employee to come onto their plan until the predetermined open enrollment period, the County shall not charge the employee the difference in the premium from the date of the event until the next opportunity for the employee to switch to a Priority Health plan.

**Section 2.** The prescription drug rider for the POS #6 plan shall be \$10.00 co-pay for generic drugs and \$40.00 co-pay for brand name drugs. The

prescription drug rider for the COPS Trust Health Plan B shall be \$5.00 co-pay for generic drugs, \$20.00 for formulary brand name drugs and \$40.00 co-pay for non-formulary brand name drugs. All prescriptions shall be filled with generic drugs unless the physician directs the prescription to be "Dispensed As Written."

**Section 3.** Employees and retirees shall be allowed, during the open enrollment period for the County where they were employed, to select a health care option provided by that County. With regards to the retiree, the employee must have entered directly into retirement from the court and pay all costs associated with participation in the health plan.

**Section 4.** Full-time employees who are on the active payroll of the Court, and who are covered under a health care plan offered by an employer other than the Counties of Crawford, Kalkaska or Otsego, and can establish such coverage, shall opt out of the coverage provided by the Counties. Employees who opt out of the coverage provided by the Counties shall receive from the County where they work an annual opt out payment of two thousand four hundred (\$2400.00) dollars for single coverage, three thousand and fifty (\$3050.00) dollars for two person coverage and three thousand two-hundred and fifty (\$3250.00) dollars for family coverage. Such decision shall be made at the time of the enrollment period, and once an employee opts out for a given year, the employees shall not be eligible to receive the County where they are employed coverage until the next enrollment period, unless the employee loses coverage from the other provider. In the event that the employee returns to the County where they are employed coverage under the conditions, the employee shall refund to the County where they are employed the pro rata share of the payment provided herein. The union agrees to follow the County buy-out policy amounts as set by the Crawford County Board of Commissioners for all county employees.

**Section 5.** There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided to employees by the County where they are employed pursuant to this article. If a County employs more than one member of a family, all of whom would be eligible for coverage under one hospitalization-medical insurance policy or plan as a spouse or dependant under the age of nineteen (19), the spouses and eligible dependants under the age of nineteen (19) of that family shall be covered by only one County policy. In such cases the spouse who is not covered shall be paid the opt-out pay.

#### **ARTICLE XXIV**

#### **DENTAL BENEFITS**

**Section 1.** The County where the employee is employed shall provide dental insurance through the Delta Dental Plan of Michigan or COPS Trust Delta Dental Plan of Michigan. For the employees that chose Priority Health

POS #6 plan coverage, the county will provide dental coverage for the employees and dependents eligible for medical insurance coverage under the Counties Delta Dental plan.

**Section 2.** Employees are eligible to participate in these Plans at the County's expense if they are enrolled in the corresponding medical plan. Eligible family members will include the employee's spouse and/or dependent children under the legal age of nineteen (19). Employees will also be eligible to cover children between the legal ages of nineteen (19) and twenty-five (25) under the Family Continuation Rider provided meet all of the requirements of the Plan at no additional cost to the employer. If there is an additional cost to the employer for the family continuation rider, the cost will be paid by the employee through payroll deduction. The COPS Delta Dental of Michigan Plan shall cover employees selecting the COPS Trust Plan.

**Section 3.** An employee shall become eligible for dental insurance on the first day of the month following thirty (30) days of continuous employment.

**Section 4.** Upon separation of employment excluding retirement under Article XXVII, dental insurance coverage shall terminate on the following day

**Section 5.** Enrollment: Where two (2) employees are eligible under the same insurance group and are legally married to each other, they shall be enrolled in the plan of the employee's choice or with the highest benefit level under one application card and shall receive benefits under a single contract without coordination of benefits under the hospitalization and medical contract. They shall then receive opt-out compensation based on the language found in Section 6 of Article XXII.

**Section 6.** Please refer to Exhibits "B & C" "Benefits at a Glance" statements from the Counties Delta Dental and COPS Trust Delta Dental for further information regarding dental benefits.

#### **ARTICLE XXV** **OPTICAL BENEFITS**

**Section 1.** The County where the employee is employed will provide employees with vision coverage under the Vision Service Plan (VSP 24-24-24) or COPS Trust Vision.

**Section 2.** Employees are eligible to participate in these Plans at the County's expense if they are enrolled in the corresponding medical plan. Eligible family members will include the employee's spouse and/or dependent children under the legal age of nineteen (19). Employees will also be eligible to cover children between the legal ages of nineteen (19) and twenty-five (25) under the Family Continuation Rider provided meet all of the requirements of

the Plan at no additional cost to the employer. If there is an additional cost to the employer for the family continuation rider, the cost will be paid by the employee through payroll deduction. The COPS Vision Plan shall cover employees selecting the COPS Trust Plan.

**Section 3.** An employee shall become eligible for vision insurance on the first day of the month following thirty (30) days of continuous employment.

**Section 4.** Upon separation of employment excluding retirement under Article XXVII, vision insurance coverage shall terminate the following day.

**Section 5.** Enrollment: Where two (2) employees are eligible under the same insurance group and are legally married to each other, they shall be enrolled in the plan of the employee's choice or with the highest benefit level under one application card and shall receive benefits under a single contract without coordination of benefits under the hospitalization and medical contract. They shall then receive opt-out compensation based on the language found in Section 6 of Article XXII.

**Section 6.** Please refer to Exhibit "D & E" "Benefits at a Glance" statements from Vision Service Plan and COPS Trust Vision Plan for further information regarding vision benefits.

**ARTICLE XXVI**  
**LIFE INSURANCE BENEFITS**

**Section 1.** The County where the employee is employed agrees to pay the full costs of the premium for each employee for the program of life, accident and indemnity insurance in effect at the time of this Agreement, which provides life insurance, accidental death and dismemberment and loss of sight insurance. The value of said policy shall be \$20,000.

**Section 2.** Retirees who retire on or after the effective date of this Agreement shall receive life insurance in the amount of Twenty Thousand (\$20,000.00) dollars in accordance with the provisions allowed by the county's carrier.

**ARTICLE XXVII**  
**SICKNESS AND ACCIDENT BENEFIT**

**Section 1.** The County where the employee works shall obtain and pay the required premiums for short-term disability insurance (STD) for full time employees covered by this Agreement. This coverage shall become effective the 15<sup>th</sup> of the month coinciding with or following the date of hire with the Employer. Employees who are eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments

consisting of seventy percent (70%) of their normal weekly straight-time wages, up to a maximum of six hundred dollars (\$600.) weekly. STD benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accident or hospitalization and the eighth (8<sup>th</sup>) day of sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, Social Security Act, or any workers' compensation. Employees may supplement their STD indemnity payments with accrued paid time off (vacation, personal, sick, etc.) in order to receive their regular weekly pay.

**ARTICLE XXVIII**  
**PENSION PROGRAM**

**Section 1.** The Court shall meet all requirements of Act 427 of Public Acts of Michigan of 1984, as amended, and as negotiated and implemented. The Pension Program shall consist of a plan offered by the Michigan Employees Retirement System (MERS), defined as follows: B-3, 80% Maximum Benefit, NRA-60, V-6, F55, FAC-5, and all years of past service with the employee paying 2.0% of their pay and the remainder paid for by the County where the employee works.

**Section 2.** Employees hired after October 1, 2007 will be enrolled in the MERS Defined Contribution plan. The Employer shall contribute 6.0% of the employees MERS wages to fund the Defined Contribution Plan through MERS. Employees may contribute up to a maximum of three (3.0%) percent of their wages with the Employer matching their contribution.

**Section 3.** Employees shall be vested in this Defined Contribution Plan based on the following schedule:

20% vested after	Three years
40% vested after	Four years
60% vested after	Five years
80% vested after	Six years
100% vested after	Seven years

**ARTICLE XXIX**  
**DEFERRED COMPENSATION**

**Section 1.** Employees shall be allowed to participate in the Counties of Crawford, Kalkaska and Otsego 457 Deferred Compensation Plans.

**ARTICLE XXX**  
**FAMILY AND MEDICAL LEAVE**

**Section 1.** Employees shall be entitled to a leave of absence in compliance with the Federal Family and Medical Leave Act. Such leave shall be granted in the event that a family emergency arises requiring the employee to attend to a seriously ill child, spouse, parent or to a newborn infant or if due to their own serious injury or illness.

**Section 2.** To be eligible for family and medical leave, the employee must have been employed by the Court for at least one (1) year, and must have worked for at least 1,250 hours during the preceding twelve (12) month period. Except for those employees designated as "highly compensated employees", employees shall be returned to their same or to an equivalent position to which they were assigned prior to the leave.

Family or medical leave shall consist of use of appropriate accrued paid leave and unpaid leave. If leave is requested, the employee must use all of his or her appropriate accrued paid leave up to thirty-seven and one half (37.5) hours.

**Section 3.** Employees who meet the time and service requirements stated in Section 2 shall be granted family or medical leave consisting of appropriate paid leave and unpaid leave for a period of up to twelve (12) weeks during a twelve-month period for the following qualifying events:

- (a) The birth of the employee's child;
- (b) The placement of a child with the employee for adoption or foster care;
- (c) To care for a spouse, child or parent who has a serious health condition; or
- (d) A serious health condition that renders the employee incapable of performing the functions of the employee's job.

The entitlement to leave shall expire twelve (12) months from the date of the qualifying event. A rolling twelve (12) month period shall be used, measuring backwards from the date an employee uses any leave under this Article. Consecutive twelve (12) week leave periods from one twelve (12) month period to another shall not be permitted.

**Section 4.** In all cases, the employee requesting leave must complete an Application for Family and Medical Leave and return it to the Court Administrator for approval. The completed application must state the reason

for the leave, the starting date for the leave, and the expected ending date of the leave. Employees intending to take family or medical leave because of an expected birth or placement of a child or because of a planned medical treatment, must submit an application for leave at least thirty (30) days prior to the date upon which the leave is scheduled to begin. If leave is to begin within thirty (30) days, the employee must give notice to the Court Administrator as soon as the necessity for the leave arises.

**Section 5.** A Medical Certification Statement completed by a health care provider must accompany an application for leave based on the serious health condition of the employee. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of the employee's job. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the leave is to care for a spouse, child or parent, the Medical Certification statement shall estimate the amount of time the employee's assistance shall be needed.

All medical certifications shall be submitted directly to the Court Administrator who shall maintain the certifications in a confidential file in compliance with HIPAA.

**Section 6.**

- (a) During a period of leave under this Article, an employee currently enrolled in the Court hospitalization/medical insurance plan shall be retained under the same conditions that applied prior to the commencement of the leave. The employee shall continue to make all contributions that were required of the employee prior to taking leave. Payments shall be made by the 1<sup>st</sup> of the month. Failure of the employee to make the required payments shall result in loss of coverage.
- (b) During an approved leave of absence allowed under this Article, the employee shall continue to accrue sick leave, vacation leave, personal business leave, and seniority. In addition, the employee shall continue to be eligible for optical benefits, dental benefits, weekly disability income, and longevity, as well as accidental death and dismemberment insurance.
- (c) If the employee terminates employment while on Family Medical Leave, the employee's termination date will be the date Family Medical Leave began.

**Section 7.** Employees shall complete the form Notice of Intention to Return From Leave prior to the employee's return to active status. Employees returning to work following leave due to the employee's own serious health condition shall submit medical evidence of ability to return to work, at full capacity as defined in their job description and may be examined by a Court authorized physician for confirmation of fitness for duty, paid for by the Court, if the Court deems necessary. This notification shall be submitted at least five (5) business days prior to the employee's planned return to work.

**ARTICLE XXXI**  
**PAID LEAVE DAYS OFF**

**Section 1. Paid Days Off Eligibility.** All full-time employees covered by this Agreement shall be credited with eight (8) paid days off on their anniversary date each year. In addition, employees will earn additional paid days off in accordance with the following schedule:

<u>Years of Service</u>	<u>Additional Paid Days Off</u>
After 6 months	5 days
After 1 year	5 days
After 2 through 4 years	10 days
After 5 through 14 years	15 days
After 15 years	20 days

No additional paid days off shall be taken until completion of the year in which the paid days were earned.

**Section 2. Paid Days Off.**

- (a) Paid days off will be granted at such times during the year as requested by the employee, if court administration approves.
- (b) When a holiday recognized by the Agreement occurs during a scheduled paid leave, the leave may be extended by one (1) day.
- (c) An employee may carry over a maximum of twelve (12) days from one year to another. An employee must take at least five (5) paid days off each year.
- (d) If an employee becomes ill and is under the care of a duly-licensed physician during his paid days off, his paid days off may be rescheduled. In the event his incapacity continues through the year, he will be awarded payment under this contracts STD article, in lieu of paid days off.
- (e) Employees on probation shall not be eligible to use accrued paid days off.



- (f) Paid-days-off credits will not be used before they are accrued.
- (g) Noting herein shall prevent employees from being advanced up to two (2) days leave annually, with pay, should such employee exhaust all of their accrued days. Such advancement shall only be allowed for the purpose of non-recreational, personal, health, business, or family emergencies, including funeral involvement, which would require the effected employee's presence, beyond the time off, permitted under article XXXIV of this Agreement. Any time so used shall be credited to paid days off when they are accrued.
- (h) In the event that the employee terminates employment, without an existing accrual, the Employer shall credit any such hours paid for those days used as a deduction against that employee's last paycheck.
- (i) All paid days off must be scheduled in advance with and approved by the court administration. Requests for two (2) or more paid days off shall be submitted in writing to the court administration at least seven (7) days in advance. Approval or non-approval will occur within two (2) working days of their request and shall be in writing, and if denied, the reason listed. If a request for two (2) or more days off is not addressed by the court administration within two (2) working days of written request, the request shall be considered granted.
- (j) Request for less than two (2) days shall be by written notice if possible and verbally if time does not permit, to the court administration.
- (k) In the event of simultaneous requests for the identical time off, preference shall be given to the employee with greater seniority, otherwise all requests will be considered upon a first-come, first-serve basis.

**Section 3. Verification of Illness/Injury.**

- (a) Any employee absent three (3) consecutive workdays due to the employee's claimed illness/injury, if requested, shall furnish to the Court a written verification from the doctor verifying:
  - (1) That the employee saw the doctor;
  - (2) That the employee was sick, injured or disabled; and,
  - (3) As a result, the employee was unable to report for work.
- (b) The Court reserves the right to have any employee absent due to the employee's claimed illness/injury examined by the doctor of the Court's choice, at the Court's expense.

- (c) The term "doctor" as used in this Article shall mean medical doctor (M.D.) or doctor of osteopathy (D.O.).

**Section 4. Notifying Employer.** Employees absent for work due to claimed illness of the employee, employee's child, spouse or parent shall inform the Court Administrator of such absence by telephone prior to their starting time.

## **ARTICLE XXXII HOLIDAYS**

**Section 1.** Employees shall be granted time off with pay for the following holidays or days designated for the legal observance of these holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

**Section 2. Birthdays.** All regular employees who have worked for twelve (12) months shall be entitled to their birthday off with pay in the event that their birthday falls on a workday. In the event an employee's birthday falls on a Saturday or Sunday or holiday recognized by this contract, the employee shall be entitled to the workday prior or the workday following off with pay. The employee shall have the option to elect to take the day off with pay on another workday within ninety (90) calendar days following the birthday.

**Section 3.** Holiday pay shall be at straight time. Unless on approved leave or for sickness of the employee, no employee shall receive holiday pay unless the employee has worked the regularly scheduled day before the holiday and the regularly scheduled day after the holiday. Notwithstanding any provision in Article XXXII to the contrary, for the first time each year that an employee is absent on the day before or the day after a holiday, the Court shall not require the employee to produce a note from a doctor verifying said illness, but shall require a note from a doctor verifying every subsequent illness occurring on the day before or the day after a holiday.

**ARTICLE XXXIII**  
**EMPLOYEE ASSISTANCE PROGRAM BENEFITS**

**Section 1.** The Court shall provide to all full-time employees the same employee assistance program benefits, if any, as the Counties of Crawford, Kalkaska and Otsego provides to its full-time employees based on the County you are paid from.

**ARTICLE XXXIV**  
**MILITARY LEAVE**

**Section 1.** Any employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967 (herein called "the Act") or a similar federal law in the time of national emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with such employee's seniority at the then current rate for such work, provided:

- (a) The employee has not been dishonorably discharged from such service;
- (b) The employee is physically able in the opinion of the Court's doctor to perform the work in the classification the employee was in at the time of induction; and,
- (c) The employee reports for work within three (3) working days of the date such employee is discharged or otherwise separated from such service in the armed forces of the United States.

**Section 2.** It is not the intent of the parties hereto to require that the Court provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in the Act and any other applicable federal laws.

**ARTICLE XXXV**  
**FUNERAL LEAVE**

**Section 1.** In the event of a death in their family, employees shall be granted up to three (3) days' leave with pay to attend a funeral and up to a maximum three (3) additional days may be granted for unusual circumstances (e.g., travel of more than 200 miles, etc.) upon approval of the Employer. "Family" is defined as current spouse, son, daughter, stepchild, grandchild, parent, grandparent, brother or sister.

**ARTICLE XXXVI**  
**JURY DUTY**

**Section 1.** Regular full-time employees shall be granted a leave of absence with pay for jury duty but not to exceed the term of the jury for which called. Before being entitled to receive leave with pay for jury duty, an employee must give the Court prior notice that such employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The employee shall sign over to the County where the employee works for the 46<sup>th</sup> Circuit Trial Court the monies received for jury duty (exclusive of mileage) during the jury term.

**ARTICLE XXXVII**  
**TUITION REIMBURSEMENT**

**Section 1.** Employees may, upon the advance recommendation of their immediate supervisor and with the approval of the Court Administrator or the Chief Judge, attend seminars or workshops conducted by the Michigan Judicial Institute or the State Court Administrator's Office. The Court shall reimburse the employee for the cost of attending such seminars or workshops.

**ARTICLE XXXVIII**  
**WORKER'S COMPENSATION INSURANCE**

**Section 1.** The Court shall provide Worker's Compensation Insurance for all employees as required by Michigan State Law.

**ARTICLE IXL**  
**ACCIDENTS AND REPORTS**

**Section 1.** Any employee involved in an accident shall immediately report said accident and any physical injury sustained. When required by the Court, the employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Court, and shall turn in all available names and addresses of witnesses to any accidents. The report shall be filed in the County where the accident occurred and with the Court Administrator in the County where the employee works. Failure to comply with this provision shall subject such employee to disciplinary action by the Court.

**ARTICLE XL**  
**POLICY AGAINST HARASSMENT**

**Section 1.** Sexual, ethnic, racial or religious harassment, or harassment based upon any other constitutionally protected classification shall not be tolerated by the Court. Physical or verbal actions that have the purpose or effect of creating a hostile, offensive or intimidating working environment or have an ethnic, racial, religious or sexual basis or are based solely on some other constitutionally protected classification shall constitute harassment under this policy.

**Section 2.** The Court shall take affirmative action to prevent incidents of harassment from occurring and to address incidents of harassment that do occur. The Court shall investigate all complaints and incidents on a case-by-case basis.

**Section 3.** All persons who violate this policy shall be subject to disciplinary procedures up to and including discharge.

**Section 4.** All incidents of harassment shall be reported to the Court Administrator in the County of the alleged harassment and with the Court Administrator where the employee works. If the Court Administrator is responsible for the harassment, the harassment shall be reported to the Presiding Judge. All incidents shall be reported in writing on the appropriate Report of Violation form, and signed and dated by the person(s) reporting the incident. The Court Administrator or Presiding Judge shall sign said form and deliver a photocopy to the aggrieved party and the Union.

**Section 5.** All investigations into a reported incident of harassment shall be conducted in a confidential manner to the fullest extent possible. In cases of harassment resulting in discipline of bargaining unit employees, the Union shall be provided a copy of the Court's investigation. The Court shall not tolerate any form of retaliation in connection with a complaint filed pursuant to this policy. All persons who retaliate against an employee who files a harassment complaint shall be subject to discipline up to and including discharge.

**ARTICLE XLI**  
**WAIVER**

**Section 1.** 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 areas 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 agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or 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 parties at the time that they negotiated or signed this Agreement.

**ARTICLE XLII**  
**SEVERABILITY AND SAVINGS CLAUSE**

**Section 1.** If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section 2.** In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

**ARTICLE XLIII**  
**DURATION AND TERMINATION OF AGREEMENT**

**Section 1.** This Agreement shall be in full force and effect from October 1, 2010 to and including September 30, 2013 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**Section 2.** It is further provided that, where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in Agreement, either party may serve the other notice at least sixty (60) days prior to September 30, 2013 or any subsequent contract year, advising that such party desires to continue

this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

**Section 3.** It is understood and agreed between the parties that negotiations for a renewal Agreement to this Agreement, upon timely request, shall commence not later than sixty (60) days prior to the expiration of this Agreement.

**ARTICLE XLIV**  
**SUCCESSOR AGREEMENT**

The terms and provisions of this Agreement shall bind all successors, and assignees to such terms and provisions to which the employees are entitled to under this Agreement. The Employer shall require any successor, assignee, transferee of the operations covered by this Agreement to accept the terms of the Agreement by written notice. A copy of such notice shall be provided to the Union at least thirty (30) days prior to the effective date of any transfer or assignment. In the event that the new funding unit fails to comply, the Counties of Crawford, Kalkaska and Otsego will maintain previously bargained benefits and wages for the life of the Wage Agreement.

## SCHEDULE A

Effective the first full pay after October 1, 2010/EFFECTIVE OCTOBER 1, 2010

POSITION	START	1 - YEAR	2 - YEARS	3 - YEARS	4 - YEARS
Compliance Officer	\$11.64	\$12.70	\$13.76	\$14.82	\$15.35
	\$22,698.00	\$24,765.00	\$26,832.00	\$28,899.00	\$29,932.50
Juvenile Register	\$11.64	\$12.70	\$13.76	\$14.82	\$15.35
	\$22,698.00	\$24,765.00	\$26,832.00	\$28,899.00	\$29,932.50
FOC Legal Secretary	\$11.64	\$12.70	\$13.76	\$14.82	\$15.35
	\$22,698.00	\$24,765.00	\$26,832.00	\$28,899.00	\$29,932.50
Probate Register	\$13.23	\$14.29	\$15.08	\$15.81	\$16.85
	\$25,798.50	\$27,865.50	\$29,406.00	\$30,829.50	\$32,857.50
FOC Case Manager	\$14.29	\$14.82	\$15.87	\$16.93	\$17.46
	\$27,865.50	\$28,899.00	\$30,946.50	\$33,013.50	\$34,047.00
Juvenile Caseworker	\$14.29	\$15.08	\$15.87	\$16.93	\$17.46
	\$27,865.50	\$29,406.00	\$30,946.50	\$33,013.50	\$34,047.00
Magistrate	\$14.82	\$16.14	\$17.46	\$18.79	\$20.11
	\$28,899.00	\$31,473.00	\$34,047.00	\$36,640.50	\$39,214.50
Attorney Magistrate Referee (Attorney)	\$15.87	\$16.93	\$18.79	\$20.11	\$22.62
	\$30,946.50	\$33,013.50	\$36,640.50	\$39,214.50	\$44,109.00
Family Division Manager (Non-Attorney Referee)	\$15.87	\$16.93	\$19.05	\$20.64	\$23.02
	\$30,946.50	\$33,013.50	\$37,147.50	\$40,248.00	\$44,889.00
FOC Supervisor	\$15.87	\$16.93	\$19.05	\$20.64	\$23.02
	\$30,946.50	\$33,013.50	\$37,147.50	\$40,248.00	\$44,889.00

\* JAVS/Computer Tech Coordinator

Shall receive an additional \$1.00 per hour when assigned this designation by court management.



## SCHEDULE A

Effective the first full pay after October 1<sup>st</sup>, 2010/EFFECTIVE OCTOBER 1, 2010  
(+1.0%)

POSITION	START	1 - YEAR	2 - YEARS	3 - YEARS	4 - YEARS
Compliance Officer	\$11.76	\$12.83	\$13.90	\$14.97	\$15.50
	\$22,924.98	\$25,012.65	\$27,100.32	\$29,187.99	\$30,231.83
Juvenile Register	\$11.76	\$12.83	\$13.90	\$14.97	\$15.50
	\$22,924.98	\$25,012.65	\$27,100.32	\$29,187.99	\$30,231.83
FOC Legal Secretary	\$11.76	\$12.83	\$13.90	\$14.97	\$15.50
	\$22,924.98	\$25,012.65	\$27,100.32	\$29,187.99	\$30,231.83
Probate Register	\$13.36	\$14.43	\$15.23	\$15.97	\$17.02
	\$26,056.49	\$28,144.16	\$29,700.06	\$31,137.80	\$33,186.08
FOC Case Manager	\$14.43	\$14.97	\$16.03	\$17.10	\$17.63
	\$28,144.16	\$29,187.99	\$31,255.97	\$33,343.64	\$34,387.47
Juvenile Caseworker	\$14.43	\$15.23	\$16.03	\$17.10	\$17.63
	\$28,144.16	\$29,700.06	\$31,255.97	\$33,343.64	\$34,387.47
Magistrate	\$14.97	\$16.30	\$17.63	\$18.98	\$20.31
	\$29,187.99	\$31,787.73	\$34,387.47	\$37,006.91	\$39,606.65
Attorney Magistrate Referee (Attorney)	\$16.03	\$17.10	\$18.98	\$20.31	\$22.85
	\$31,255.97	\$33,343.64	\$37,006.91	\$39,606.65	\$44,550.09
Family Division Manager (Non-Attorney Referee)	\$16.03	\$17.10	\$19.24	\$20.85	\$23.25
	\$31,255.97	\$33,343.64	\$37,518.98	\$40,650.48	\$45,337.89
FOC Supervisor	\$16.03	\$17.10	\$19.24	\$20.85	\$23.25
	\$31,255.97	\$33,343.64	\$37,518.98	\$40,650.48	\$45,337.89

\* JAVS/Computer Tech  
Coordinator

Shall receive an additional \$1.00 per hour when assigned this  
designation by court management.

## SCHEDULE A

Effective the first full pay after April 1<sup>st</sup>, 2011 / EFFECTIVE APRIL 1, 2011 (+1.0%)

POSITION	START	1 - YEAR	2 - YEARS	3 - YEARS	4 - YEARS
Compliance Officer	\$11.87	\$12.96	\$14.04	\$15.12	\$15.66
	\$23,154.23	\$25,262.78	\$27,371.32	\$29,479.87	\$30,534.14
Juvenile Register	\$11.87	\$12.96	\$14.04	\$15.12	\$15.66
	\$23,154.23	\$25,262.78	\$27,371.32	\$29,479.87	\$30,534.14
FOC Legal Secretary	\$11.87	\$12.96	\$14.04	\$15.12	\$15.66
	\$23,154.23	\$25,262.78	\$27,371.32	\$29,479.87	\$30,534.14
Probate Register	\$13.50	\$14.58	\$15.38	\$16.13	\$17.19
	\$26,317.05	\$28,425.60	\$29,997.06	\$31,449.17	\$33,517.94
FOC Case Manager	\$14.58	\$15.12	\$16.19	\$17.27	\$17.81
	\$28,425.60	\$29,479.87	\$31,568.52	\$33,677.07	\$34,731.34
Juvenile Caseworker	\$14.58	\$15.38	\$16.19	\$17.27	\$17.81
	\$28,425.60	\$29,997.06	\$31,568.52	\$33,677.07	\$34,731.34
Magistrate	\$15.12	\$16.46	\$17.81	\$19.17	\$20.51
	\$29,479.87	\$32,105.61	\$34,731.34	\$37,376.97	\$40,002.71
Attorney Magistrate Referee (Attorney)	\$16.19	\$17.27	\$19.17	\$20.51	\$23.07
	\$31,568.52	\$33,677.07	\$37,376.97	\$40,002.71	\$44,995.59
Family Division Manager (Non-Attorney Referee)	\$16.19	\$17.27	\$19.43	\$21.05	\$23.48
	\$31,568.52	\$33,677.07	\$37,894.16	\$41,056.98	\$45,791.27
FOC Supervisor	\$16.19	\$17.27	\$19.43	\$21.05	\$23.48
	\$31,568.52	\$33,677.07	\$37,894.16	\$41,056.98	\$45,791.27

\* JAVS/Computer Tech  
Coordinator

Shall receive an additional \$1.00 per hour when assigned this designation by court management.

## SCHEDULE A

Effective the first full pay after October 1<sup>st</sup>, 2011/EFFECTIVE OCTOBER 1,  
2011(+1.5%)

POSITION	START	1 - YEAR	2 - YEARS	3 - YEARS	4 - YEARS
Compliance Officer	\$12.05	\$13.15	\$14.25	\$15.34	\$15.89
	\$23,501.54	\$25,641.72	\$27,781.89	\$29,922.07	\$30,992.16
Juvenile Register	\$12.05	\$13.15	\$14.25	\$15.34	\$15.89
	\$23,501.54	\$25,641.72	\$27,781.89	\$29,922.07	\$30,992.16
FOC Legal Secretary	\$12.05	\$13.15	\$14.25	\$15.34	\$15.89
	\$23,501.54	\$25,641.72	\$27,781.89	\$29,922.07	\$30,992.16
Probate Register	\$13.70	\$14.80	\$15.61	\$16.37	\$17.45
	\$26,711.81	\$28,851.98	\$30,447.02	\$31,920.91	\$34,020.70
FOC Case Manager	\$14.80	\$15.34	\$16.43	\$17.53	\$18.08
	\$28,851.98	\$29,922.07	\$32,042.05	\$34,182.23	\$35,252.31
Juvenile Caseworker	\$14.80	\$15.61	\$16.43	\$17.53	\$18.08
	\$28,851.98	\$30,447.02	\$32,042.05	\$34,182.23	\$35,252.31
Magistrate	\$15.34	\$16.71	\$18.08	\$19.46	\$20.82
	\$29,922.07	\$32,587.19	\$35,252.31	\$37,937.63	\$40,602.75
Attorney Magistrate Referee (Attorney)	\$16.43	\$17.53	\$19.46	\$20.82	\$23.42
	\$32,042.05	\$34,182.23	\$37,937.63	\$40,602.75	\$45,670.52
Family Division Manager (Non-Attorney Referee)	\$16.43	\$17.53	\$19.72	\$21.37	\$23.83
	\$32,042.05	\$34,182.23	\$38,462.84	\$41,672.84	\$46,478.14
FOC Supervisor	\$16.43	\$17.53	\$19.72	\$21.37	\$23.83
	\$32,042.05	\$34,182.23	\$38,462.58	\$41,672.84	\$46,478.14

\* JAVS/Computer Tech  
Coordinator

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designation by court management.

## SCHEDULE A

Effective the first full pay after October 1<sup>st</sup>, 2012/EFFECTIVE OCTOBER 1, 2012  
(+2.0%)

POSITION	START	1 - YEAR	2 - YEARS	3 - YEARS	4 - YEARS
Compliance Officer	\$12.29 \$23,971.57	\$13.41 \$26,154.55	\$14.53 \$28,337.53	\$15.65 \$30,520.51	\$16.21 \$31,612.00
Juvenile Register	\$12.29 \$23,971.57	\$13.41 \$26,154.55	\$14.53 \$28,337.53	\$15.65 \$30,520.51	\$16.21 \$31,612.00
FOC Legal Secretary	\$12.29 \$23,971.57	\$13.41 \$26,154.55	\$14.53 \$28,337.53	\$15.65 \$30,520.51	\$16.21 \$31,612.00
Probate Register	\$13.97 \$27,246.04	\$15.09 \$29,429.02	\$15.93 \$31,055.96	\$16.70 \$32,559.33	\$17.80 \$34,701.12
FOC Case Manager	\$15.09 \$29,429.02	\$15.65 \$30,520.51	\$16.76 \$32,682.89	\$17.88 \$34,865.87	\$18.44 \$35,957.36
Juvenile Caseworker	\$15.09 \$29,429.02	\$15.93 \$31,055.96	\$16.76 \$32,682.89	\$17.88 \$34,865.87	\$18.44 \$35,957.36
Magistrate	\$15.65 \$30,520.51	\$17.05 \$33,238.94	\$18.44 \$35,957.36	\$19.84 \$38,696.38	\$21.24 \$41,414.81
Attorney Magistrate Referee (Attorney)	\$16.76 \$32,682.89	\$17.88 \$34,865.87	\$19.84 \$38,696.38	\$21.24 \$41,414.81	\$23.89 \$46,583.94
Family Division Manager (Non-Attorney Referee)	\$16.76 \$32,682.89	\$17.88 \$34,865.87	\$20.12 \$39,231.83	\$21.80 \$42,506.30	\$24.31 \$47,407.70
FOC Supervisor	\$16.76 \$32,682.89	\$17.88 \$34,865.87	\$20.12 \$39,231.83	\$21.80 \$42,506.30	\$24.31 \$47,407.70

\* JAVS/Computer Tech Coordinator

Shall receive an additional \$1.00 per hour when assigned this designation by court management.

**PRIORITY HEALTH**  
**priorityhealth.com**  
**PRIORITYPOS<sup>SM</sup> (POINT OF SERVICE) PRODUCT**  
**Crawford County #775518, POAM, MAPE, CA07, CC07, CS07**  
**May 1, 2010 through April 30, 2011**

The Point-of-Service plan offers you a choice of two benefit levels. The **Preferred Benefit** level applies when your Primary Care Provider (PCP) or other Participating Physician coordinates all of your medical care. Your out-of-pocket costs are lower when you use this option. The **Alternate Benefit** level applies when you seek medical services without coordinating with your PCP or other Participating Physician and when you use out-of-network services without receiving prior approval from Priority Health. Services you receive that are excluded from coverage are not paid at either benefit level.

The following information is provided as a summary of benefits available under your Point-of-Service plan. This summary is not intended as a substitute for your Certificate of Coverage and Schedule of Copayments and Deductibles. **It is not a binding contract. Limitations and exclusions apply to benefits listed below.** Coverage for services is based on Medical/Clinical Necessity as determined by Priority Health's Medical Department. A complete listing of covered services, limitations and exclusions is contained in the Certificate of Coverage, Schedule of Copayments and Deductibles and any applicable riders issued to you. You may request a copy of the Certificate of Coverage from Priority Health's Customer Service Department at 616 942-1221 or 800 446-5674 or on-line at [priorityhealth.com](http://priorityhealth.com). Contact Priority Health's Customer Service Department if you have questions about your benefits or coverage.

**Copayment** = Member pays  
**% Coverage** = Priority Health pays

<b>Deductible</b>	<b>Preferred Benefit – 80/20% Plan</b>	<b>Alternate Benefit – 60/40% Plan</b>
<p>A Deductible is the amount of covered expenses you must incur during the Contract Year before benefits will be paid. Deductible amounts you pay are excluded from any out-of-pocket maximums.</p> <p>Deductible amounts satisfied under the Preferred Benefit Level do not apply toward the Alternate Benefit Level deductible and vice versa.</p> <p>Any Deductible amounts satisfied during the ninety (90) days preceding the start of a new Contract Year will carry over into the new Contract Year.</p>	<p>The Deductible is applicable to all covered services except routine maternity care, services received in your PCP's office, or preventive healthcare services that are listed in Priority Health's Preventive Healthcare Guidelines. Facility charges for delivery are subject to the Deductible.</p>	<p>The Deductible is applicable to all covered services.</p>
<p><b>Note:</b> Services applied to Individual Deductible will be combined to satisfy the Family Deductible. The Family Deductible is not to exceed the Individual Deductible per person.</p>		
Individual Deductible per Contract Year	\$250	\$500
Family Deductible per Contract Year	\$500	\$1,000

<b>Maximums</b>	<b>Preferred Benefit – 80/20% Plan</b>	<b>Alternate Benefit – 60/40% Plan</b>
<p><b>Note:</b> Out-of-Pocket maximum is the amount of covered expenses that you and/or your covered dependents will pay.</p> <p>Only Coinsurance for inpatient and outpatient facility services applies to out-of-pocket maximum.</p>	<p>If the individual out-of-pocket maximum is reached during a Contract Year, Priority Health will pay 100% of covered hospital expenses incurred by that person for the rest of the Contract Year. If the family maximum is reached during a Contract Year, Priority Health will pay 100% of covered hospital expenses for you and all of your covered dependents for the rest of that Contract Year.</p>	<p>Out-of-Pocket maximum is \$3,000 per individual and \$6,000 per family. All services apply to out-of-pocket maximums except Durable Medical Equipment; Prosthetic &amp; Orthotic Devices; Treatment of Temporomandibular Joint Syndrome; Orthognathic Surgery Services; Family Planning/Infertility Services; any flat dollar Copayments, such as Copayments for office visits, ambulance and emergency services, Port Wine Stains, Certain Surgeries Professional Fees and Penalty charges.</p>
Individual Out-of-Pocket Maximum per Contract Year	\$1,000	\$3,000
Family Out-of-Pocket Maximum per Contract Year	\$2,000	\$6,000
Maximum Individual Lifetime Benefit	Not Applicable	\$1,000,000
<p><b>Note:</b> Priority Health Benefit Maximum: Coverage maximums up to a certain number of days/visits per Contract Year are reached by combining either Preferred or Alternate Benefits up to the limit for one or the other, but not both. (Example: If Preferred Benefit is for 60 visits and Alternate Benefit is for 60 visits, the maximum benefit is 60 visits, not 120 visits). The Family Out-of-Pocket is not to exceed the Individual Out-of-Pocket maximum per person.</p>		
<b>Basic Benefits</b>	<b>Preferred Benefit – 80/20% Plan</b>	<b>Alternate Benefit – 60/40% Plan</b>
	Deductible applies to all services except where indicated below	Deductible applies to all services
<b>Physician's Services</b>		
<p>Primary Care Provider (PCP) Office Visit (face-to-face, telephonic or through secure electronic portal services provided by your PCP and other Participating Physician or during an office visit for health maintenance and preventive care, such as a routine physical, or for the diagnosis and treatment of a covered illness or injury)</p>	<p>\$10 Copayment per visit. Deductible does not apply to PCP visits. Lab or X-ray services sent to another facility for analysis covered at 80%. Deductible may apply if lab/X-ray services are not considered preventive care under Priority Health's Preventive Healthcare Guidelines.</p>	<p>60% Coverage of reasonable and customary charges for face-to-face visits only.</p> <p>Lab or X-ray services sent to another facility for analysis covered at 60%.</p>
<p>Specialist Office Visit (referral care provided by a Participating Physician other than your PCP and prior approval from Priority Health if necessary)</p>	<p>\$10 Copayment per visit. Deductible applies. Lab or X-ray services sent to another facility for analysis covered at 80%. Deductible applies.</p>	<p>60% Coverage of reasonable and customary charges.</p> <p>Lab or X-ray services sent to another facility for analysis covered at 60%.</p>
<p>Routine Pre and Post-natal Care</p>	<p>\$10 Copayment per visit. Maximum Copayment of \$60 per pregnancy. (Deductible does not apply to routine maternity.)</p>	<p>60% Coverage of reasonable and customary charges</p>
<p>Allergy Care</p>	<p>100% Coverage for injections and serum. Applicable office visit Copayment may apply for testing. Deductible applies.</p>	<p>60% Coverage of reasonable and customary charges</p>

Basic Benefits	Preferred Benefit – 80/20% Plan	Alternate Benefit – 60/40% Plan
<b>Physician's Services (continued)</b>		
<b>Outpatient Services</b> Diagnostic Laboratory and X-Ray Chemotherapy Radiation Therapy Hemodialysis	80% Coverage. Deductible applies. 80% Coverage. Deductible applies. 80% Coverage. Deductible applies. 80% Coverage. Deductible applies.	60% Coverage of reasonable and customary charges
<b>Note: If the above outpatient services are performed and processed in a physician's office, only the applicable office visit Copayment applies.</b>		
<b>Rehabilitative Medicine Services</b>		
Physical and Occupational Therapy (including osteopathic and chiropractic manipulation)	\$10 Copayment per visit up to a combined benefit maximum of 30 visits per Contract Year. Deductible applies.	50% Coverage of reasonable and customary charges up to the combined benefit maximum of 30 visits per Contract Year
Speech Therapy	\$10 Copayment per visit up to a combined benefit maximum of 30 visits per Contract Year. Deductible applies.	50% Coverage of reasonable and customary charges up to the combined benefit maximum of 30 visits per Contract Year
Cardiac Rehabilitation and Pulmonary Rehabilitation	\$10 Copayment per visit up to a combined benefit maximum of 30 visits per Contract Year. Deductible applies.	50% Coverage of reasonable and customary charges up to the combined benefit maximum of 30 visits per Contract Year
<b>Hospital Services</b>		
<b>Inpatient Services</b> (semi-private room and intensive care, surgery and all related surgical services, ancillary services while inpatient) <b>Note:</b> Non-emergency inpatient hospital admissions, other than for normal labor and delivery, must be approved in advance by Priority Health.	80% Coverage. Deductible applies.	60% Coverage of reasonable and customary charges. Pre-approval required or 20% penalty applies. Penalty charges do not apply to out-of-pocket maximums.
Inpatient Hospital Professional Services	100% Coverage. Deductible applies.	60% Coverage of reasonable and customary charges. Pre-approval required or 20% penalty applies. Penalty charges do not apply to out-of-pocket maximums.
Outpatient Surgery at Hospital or Ambulatory Center (surgery and all related surgical services)	80% Coverage. Deductible applies. Prior approval is required for certain radiology examinations.	60% Coverage of reasonable and customary charges. Pre-approval required or 20% penalty applies. Penalty charges do not apply to out-of-pocket maximums
Outpatient Hospital Professional Services	100% Coverage. Deductible applies.	60% Coverage of reasonable and customary charges. Pre-approval required or 20% penalty applies. Penalty charges do not apply to out-of-pocket maximums.
<b>Certain Surgeries and Treatments (Physician fees only)</b> Bariatric surgery* (limit one per lifetime) Reconstructive surgery: blepharoplasty of upper lids, breast reduction, panniculectomy*, rhinoplasty*, septorhinoplasty* and surgical treatment of male gynecomastia <b>Skin Disorder Treatments:</b> Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of seborrheic keratoses, excision of skin tags, treatment of vitiligo and port wine stain and hemangioma treatment. Varicose veins treatments Sleep apnea treatment procedures*	Physician fees are Covered at 50% of the first \$2,000.00 for each certain surgery or treatment, 100% thereafter. If applicable, any hospital services Copayment also applies.  Deductible applies.  *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty, septorhinoplasty and sleep apnea treatment procedures.	Physician fees are Covered at 50% of the first \$3,000.00 for each certain surgery or treatment, 100% thereafter. If applicable, any hospital services Copayment also applies.  Deductible applies.  *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty, septorhinoplasty and sleep apnea treatment procedures.

Basic Benefits	Preferred Benefit – 80/20% Plan	Alternate Benefit – 60/40% Plan
<b>Emergency Medical Care (in or out of the service area)</b>		
Hospital Emergency Room	\$50 Copayment per visit (waived if admitted). Deductible applies.	\$50 Copayment per visit (waived if admitted)
Urgent Care Center	\$10 Copayment per visit. Deductible applies.	60% Coverage of reasonable and customary charges
Physician's Office	\$10 Copayment per visit. Deductible applies.	60% Coverage of reasonable and customary charges
Ambulance (land or air)	\$50 Copayment. Deductible applies.	\$50 Copayment
<b>Family Planning/Infertility Services (Family Planning and Infertility Services are covered under the Preferred Benefit only.)</b>		
Vasectomy	100% Coverage when performed in a provider's office or 80% Coverage when performed in connection with other covered inpatient or outpatient surgery. Deductible applies.	Not Covered (including physicians' fees and any other related charges)
Tubal Ligation		
Professional Fees	100% Coverage. Deductible applies.	Not Covered (including physicians' fees and any other related charges)
Outpatient	80% Coverage. Deductible applies.	Not Covered (including physicians' fees and any other related charges)
Inpatient	80% Coverage when performed in connection with delivery or other covered inpatient surgery. Deductible applies.	Not Covered (including physicians' fees and any other related charges)
Infertility services for diagnostic, counseling and planning services for treatment of the underlying cause of infertility	50% Coverage. Deductible applies. Prescription drugs for infertility treatment covered only with prescription drug rider.	Not Covered (including physicians' fees and any other related charges)
<b>Behavioral Health Services</b>		
<b>Note:</b> All Behavioral Health services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.		
Inpatient Behavioral Health Services (including rehabilitation and partial hospitalization)	80% Coverage. Deductible applies.	60% Coverage of reasonable and customary charges Failure to obtain prior approval will result in a 20% reduction of benefits.
Outpatient Behavioral Health Services (including medication management)	\$10 Copayment. Deductible applies.	60% Coverage of reasonable and customary charges per visit
<b>Other Services</b>		
Durable Medical Equipment	80% Coverage. Deductible applies.	50% Coverage of reasonable and customary charges
Prosthetics & Orthotics	80% Coverage. Deductible applies.	50% Coverage of reasonable and customary charges
Skilled Nursing, Subacute, Inpatient Rehabilitation and Hospice Facility	100% Coverage. Deductible applies. Maximum 120 days per Contract Year.	60% Coverage of reasonable and customary charges up to 45 days per Contract Year. Must be prior approved or 20% penalty will apply.
Home Health Care (including Hospice Services, excluding Rehabilitative Medicine)	Covered in full. Deductible applies.	60% Coverage of reasonable and customary charges
Temporomandibular Joint Syndrome (TMJS)	50% Coverage. Deductible applies.	50% Coverage of reasonable and customary charges
Orthognathic Surgery	50% Coverage. Deductible applies.	50% Coverage of reasonable and customary charges



**Additional Benefits**

<b>Pharmacy Services</b>	Deductible does not apply	Deductible does not apply
<p>Prescription Drugs</p> <p><b>Note:</b> Prescription drug coverage is based on the usage of a medication formulary.</p>	<p><b>Tier 1- Generic Drugs</b> \$10 Copay per prescription or refill for a Generic Drug</p> <p><b>Tier 2- Preferred Brand-Name Drugs</b> \$40 Copay per prescription or refill for a Preferred Brand-Name Drug</p> <p><b>Tier 3- Non-Preferred Brand-Name Drugs</b> \$40 Copay per prescription or refill for a Non-Preferred Brand-Name Drug. Subject to Prior Authorization and/or Step Therapy.</p> <p><b>Tier 4- Preferred Specialty Drugs</b> \$40 Copayment for a preferred Specialty Drug. Subject to Prior Authorization and/or Step Therapy.</p> <p><b>Tier 5- Non-Preferred Specialty Drugs</b> \$40 Copayment for a non-preferred Specialty Drug. Subject to Prior Authorization and/or Step Therapy.</p> <p><b>Infertility Treatment</b> 50% Copay for drugs used for treating infertility. (Limitations apply) Includes prescription contraceptive drugs and implantable contraceptive drugs. Contraceptive devices administered or supplied in the physician's office are covered at 50%. Does not cover condoms, foams, jellies, ointments and other drugs or devices available over the counter.</p>	<p><b>Tier 1- Generic Drugs</b> \$10 Copay per prescription or refill for a Generic Drug</p> <p><b>Tier 2- Preferred Brand-Name Drugs</b> \$40 Copay per prescription or refill for a Preferred Brand-Name Drug</p> <p><b>Tier 3- Non-Preferred Brand-Name Drugs</b> \$40 Copay per prescription or refill for a Non-Preferred Brand-Name Drug. Subject to Prior Authorization and/or Step Therapy.</p> <p><b>Tier 4- Preferred Specialty Drugs</b> \$40 Copayment for a preferred Specialty Drug. Subject to Prior Authorization and/or Step Therapy.</p> <p><b>Tier 5- Non-Preferred Specialty Drugs</b> \$40 Copayment for a non-preferred Specialty Drug. Subject to Prior Authorization and/or Step Therapy.</p> <p><b>Infertility Treatment</b> 50% Copay for drugs used for treating infertility. (Limitations apply) Includes prescription contraceptive drugs and implantable contraceptive drugs. Contraceptive devices administered or supplied in the physician's office are covered at 50%. Does not cover condoms, foams, jellies, ointments and other drugs or devices available over the counter.</p>

<p><b>Prescription Mail Order</b> Filled for up to 90 days</p>	<p><b>Tier 1- Generic Drugs</b> \$20 Copay per prescription or refill for a Generic Drug</p> <p><b>Tier 2- Preferred Brand-Name Drugs</b> \$80 Copay per prescription or refill for a Preferred Brand-Name Drug</p> <p><b>Tier 3- Non-Preferred Brand-Name Drugs</b> \$80 Copay per prescription or refill for a Non-Preferred Brand-Name Drug</p> <p><b>Tier 4- Preferred Specialty Drugs</b> Specialty Drugs are limited to a maximum of a 31-day supply per prescription or refill.</p> <p><b>Tier 5- Non-Preferred Specialty Drugs</b> Specialty Drugs are limited to a maximum of a 31-day supply per prescription or refill.</p> <p>Includes prescription contraceptive drugs and implantable contraceptive drugs. (Limitations apply)</p>	<p><b>Tier 1- Generic Drugs</b> \$20 Copay per prescription or refill for a Generic Drug</p> <p><b>Tier 2- Preferred Brand-Name Drugs</b> \$80 Copay per prescription or refill for a Preferred Brand-Name Drug</p> <p><b>Tier 3- Non-Preferred Brand-Name Drugs</b> \$80 Copay per prescription or refill for a Non-Preferred Brand-Name Drug</p> <p><b>Tier 4- Preferred Specialty Drugs</b> Specialty Drugs are limited to a maximum of a 31-day supply per prescription or refill.</p> <p><b>Tier 5- Non-Preferred Specialty Drugs</b> Specialty Drugs are limited to a maximum of a 31-day supply per prescription or refill.</p> <p>Includes prescription contraceptive drugs and implantable contraceptive drugs. (Limitations apply)</p>
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**Eligibility Information**

<p>Dependent Children</p>	<p>Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.</p>	<p>Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.</p>
<p>Surviving Spouse and Dependents</p>	<p>Continuation of coverage for surviving spouse and dependents, if elected by surviving spouse.</p>	<p>Continuation of coverage for surviving spouse and dependents, if elected by surviving spouse.</p>
<p>Early Retiree Coverage</p>	<p>Not Available on this plan</p>	<p>Not Available on this plan</p>
<p>65+ Retiree Coverage</p>	<p>Not Available on this plan</p>	<p>Not Available on this plan</p>

**Delta Dental PPO (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 0000309-0001  
Crawford County**

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. In the event that you seek treatment from a dentist that does not participate in any of Delta Dental's programs, you may be responsible for more than the percentage indicated below.

**Control Plan** – Delta Dental of Michigan

**Benefit Year** – January 1 through December 31

**Covered Services -**

	<b>PPO Dentist</b>	<b>Premier Dentist</b>	<b>Nonparticipating Dentist</b>
	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>
<b>Class I Benefits</b>			
<b>Diagnostic and Preventive Services</b> - includes exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> - to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> - to detect oral cancer	100%	100%	100%
<b>Radiographs - X-rays</b>	100%	100%	100%
<b>Class II Benefits</b>			
<b>Major Restorative Services</b> - includes crowns	75%	75%	75%
<b>Minor Restorative Services</b> - includes fillings	75%	75%	75%
<b>Periodontic Services</b> - to treat gum disease	75%	75%	75%
<b>Endodontic Services</b> - includes root canals	75%	75%	75%
<b>Oral Surgery Services</b> - extractions and dental surgery	75%	75%	75%
<b>Relines and Repairs</b> - to bridges and dentures	75%	75%	75%
<b>Other Basic Services</b> - misc. services	75%	75%	75%
<b>Class III Benefits</b>			
<b>Prosthetic Services</b> - includes bridges, implants, and dentures	50%	50%	50%
<b>Class IV Benefits</b>			
<b>Orthodontic Services</b> - includes braces	50%	50%	50%
<b>Orthodontic Age Limit</b> -	To age 19	To age 19	To age 19

- Oral exams are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are only payable once per tooth per lifetime for the occlusal surface of first permanent molars up to age nine and second permanent molars up to age 14. The surface must be free from decay and restorations.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

# Your VSP Vision Benefits



Welcome to VSP® Vision Care. We'll help keep you and your eyes healthy through personalized care from a doctor you can trust.

Your eyes say a lot about you and can even tell your VSP doctor about you. During your WellVision Exam®, your VSP doctor will look for vision problems and signs of health conditions too.

## Getting started is a breeze.

- **Find the right VSP doctor for you.** You'll find plenty to choose from at [vsp.com](http://vsp.com) or by calling 800.877.7195.
- **Already have a VSP doctor?** At your appointment, tell them you're a VSP member.
- **Check out your coverage and savings.** Visit [vsp.com](http://vsp.com) to see your benefits anytime and check out how much you saved with VSP after your appointment.

That's it! We'll handle the rest—no ID card necessary or claim forms to complete.

Keep your eyes healthy  
and your vision clear with VSP.



Contact VSP | [vsp.com](http://vsp.com)  
800.877.7195



CRAWFORD COUNTY and VSP provide you an affordable eyecare plan.

### Your Coverage from a VSP Doctor

\$10.00 copay **every 24 months**

**WellVision Exam®** focuses on your eye health and overall wellness ..... **every 24 months**

#### Prescription Glasses

Lenses ..... **every 24 months**

- Single vision, lined bifocal, and lined trifocal lenses.
- Polycarbonate lenses for dependent children.

Frame ..... **every 24 months**

- \$130.00 allowance for frame of your choice
- 20% off the amount over your allowance.

~OR~

**Contact Lens Care** ..... **every 24 months**

\$130.00 allowance for contacts and the contact lens exam (fitting and evaluation).

Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of lenses.

### Extra Discounts and Savings

#### Glasses and Sunglasses

- Average 35 - 40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam

#### Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

#### Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

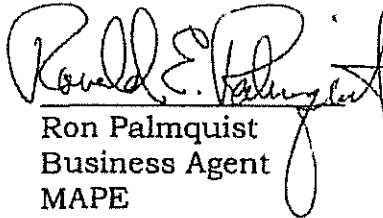
If you see a non-VSP provider, you'll receive a lesser benefit. Before seeing a non-VSP provider, call us at 800.877.7195 for more details.

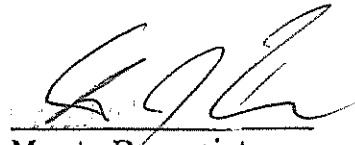
#### Out-of-Network Reimbursement Amounts:


Exam .....	Up to \$35.00
Single vision lenses .....	Up to \$25.00
Lined bifocal lenses .....	Up to \$40.00
Lined trifocal lenses .....	Up to \$55.00
Frame .....	Up to \$45.00
Contacts .....	Up to \$105.00


VSP guarantees service from VSP doctors only. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

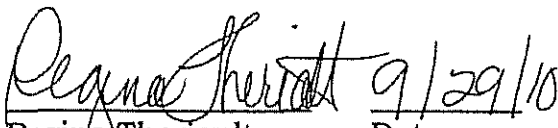
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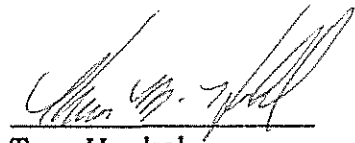
  
Date 9/28/10  
Ron Palmquist  
Business Agent  
MAPE


  
Date 11/5/10  
Monte Burmeister  
Chief Judge  
Crawford County Probate Court  
87C District Court


  
Date 9/29/10  
Camarin Talarico  
Negotiator  
MAPE

  
Date 4 NOV. 2010  
Dave Stephenson  
Board Chair  
Crawford County

  
Date 9/29/10  
Regina Theriault  
President  
MAPE

  
Date 9/29/10  
Tom Haskel  
Court Administrator  
Crawford County

  
Date 11/5/10  
Janet M. Allen  
Chief Judge  
46<sup>th</sup> Circuit Court

  
Date 11/04/10  
Paul Compo  
Administrator/Controller  
Crawford County