

ROUTING SHEET

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VENDOR NAME: Teamsters District Court Labor Contract

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RESOLUTION # 113-2010
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FUND/DEPT/LINE ITEM: _____

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TERMS

FREQUENCY: _____ PAYMENT AMT _____

ANNUAL AMT: _____

NOTES: _____

****THIS SHEET MUST ACCOMPANY ANY CONTRACT OR AGREEMENT FILED IN THE COUNTY CLERK'S OFFICE.**

AGREEMENT

Between

86TH DISTRICT COURT

- and -

TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS
LOCAL 214

Effective January 1, 2010, through December 31, 2012

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AGREEMENT

This Agreement entered into on this date, between the 86th District Court, a municipal body corporate of the State of Michigan, (hereinafter referred to as the "EMPLOYER") and Teamsters State, County, and Municipal Workers Local 214, (hereinafter referred to as the "UNION") expresses all mutually agreed upon covenants between the parties.

PREAMBLE

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

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

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

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

ARTICLE I **RECOGNITION**

Section 1.1 Collective Bargaining Unit

The Employer hereby agrees to recognize Teamsters State, County, and Municipal Workers Local 214 as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part time employees of the 86th District Court, excluding elected officials, Court Administrator, Supervisors, Magistrates and confidential employees.

Section 1.2 Definitions

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

- A. **Regular Full-Time Employee:** A regular full-time employee is an employee who is working the official workweek on a regular schedule.
- B. **Regular Part-Time Employee:** A regular part-time employee is an employee who is working less than the full-time requirements required of that position.
- C. **Temporary Employee:** The Employer may hire temporary employees and these employees will not be covered by the terms of the contract; however, they shall not be used in such manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees, nor in such manner as to have temporary employees performing work regularly and normally performed by bargaining unit employees, on a continuing basis. If a temporary employee is retained beyond the one hundred and eighty (180) day period they shall have attained seniority, unless the one hundred and eighty (180) days is extended by mutual agreement of the Employer and the Union.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1 Employer Rights

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

Section 2.2 Just Cause

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

Section 2.3 Subcontract

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

Section 2.4 Work Rules and Policies

- A. The Employer shall have the right to establish reasonable work rules, policies and procedures that are not inconsistent with the terms of this agreement.
- B. When existing rules are changed or new rules are established, the Employer shall notify employees in writing five (5) working days before becoming effective when possible.
- C. Employees shall comply with all existing reasonable rules and newly established reasonable rules that are not in conflict with the terms of the contract, provided the rules are uniformly applied and enforced.

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

ARTICLE III **UNION SECURITY**

Section 3.1 Agency Shop

As a condition of continued employment all employees included in the Collective Bargaining unit set forth herein, thirty-one (31) calendar days after the start of employment in this bargaining unit shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the union a service fee equal to the cost of negotiating and administering this agreement, which shall not exceed the amount of the Union dues.

Section 3.2 Union Membership

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

Section 3.3 Checkoff

During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee from each employee's pay, provided the employee has filed with the Employer a proper checkoff authorization form as supplied by the Union.

Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and by-laws of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates, furnished by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the deducting such Union dues, service fees, and/or initiation fees. The Employer agrees to provide this checkoff service without charge to the employees or the Union.

Upon receiving a properly executed checkoff authorization form, the Employer shall deduct dues, initiation, or service fees, as applicable, from that employee's pay. The Employer shall return all checkoff authorization forms to the Union that have not been properly signed by the employee.

Deduction of dues, initiation or service fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. Any change in the amount of deduction for an individual must be submitted in writing to the Human Resources Office by the Union. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction does not conform with the Union's constitution or by-laws, refunds owed to employees shall be made by the Union.

The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

The Employer's liability under the terms of this Article shall be limited to the deduction of dues, initiation or service fees and remittance of those deductions to the Union. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues, initiation or service fees.

ARTICLE IV **BARGAINING UNIT WORK**

Section 4.1 Supervisors Working

Supervisors shall be permitted to perform bargaining unit work in the following instances.

1. In emergency or where regular employees are not available.
2. To instruct or train employees.
3. To do experimental work on a new job.
4. To fill personnel shortages caused by scheduled employees not reporting to work.

5. In all other cases where unit employees are not displaced, and where the supervisor does not perform the work on a regular or extended basis.

The Employer may establish a position of District Court Administrator who may, in addition to administrative duties, perform bargaining unit work on a regular, part time basis.

ARTICLE V **REPRESENTATION**

Section 5.1 Union Stewards

The Employer agrees to recognize one (1) Steward to represent employees working within Grand Traverse County, one (1) Steward to represent employees working within Leelanau County, and one (1) Steward to represent employees working within Antrim County. Stewards' duties shall be limited to the administration of this Agreement including the investigation and processing of grievances. Not more than one (1) Steward shall be involved in each situation.

Section 5.2 Notification of Stewards

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

Section 5.3 Bargaining Committee

The Employer agrees that up to three (3) employees from the bargaining unit shall be authorized to meet and confer with the Employer during contract negotiations. Bargaining committee members shall not suffer a loss in pay for the time spent during negotiations.

ARTICLE VI **CONFERENCES**

Section 6.1 Special Conferences

Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Stewards, and any outside parties requested to attend. Written notification of the name, occupation and reason for attending of each outside party who will or may attend must be given to the other party at least seven (7) days before the date of the conference.

Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement unless by mutual agreement.

ARTICLE VII **GRIEVANCES**

Section 7.1 Grievances

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

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

Step 1 - Oral Procedure Any Employee having a grievance shall first discuss the matter orally with the employee's supervisor or the supervisor's designee citing the contract provision(s) violated. The supervisor or his/her designee shall answer the complaint or grievance within five (5) working days.

Step 2 - Written Procedure If the matter is not resolved in Step 1, the grievance shall be reduced to writing on the regular grievance form provided by the Union, signed by the grievant(s) and presented to the Chief Judge within five (5) working days of the Step 1 answer. The Chief Judge or his/her designee shall answer the written grievance within five (5) working days of its receipt.

Step 3 - Conference If the matter is not resolved in Step 2, the Union shall, within five (5) working days of the Chief Judge or designee's answer in Step 2, contact the Chief Judge or designee to arrange a meeting on the grievance. This meeting shall be scheduled within five (5) working days of the request unless an extension of time is mutually agreed to by the parties. If the grievance is not settled at this step the matter may be submitted to Arbitration as provided for elsewhere in this Agreement.

Section 7.2 Grievance Settlements

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all unit employees involved in the particular grievance subject to the provisions of Article VIII.

Section 7.3 Time Limits

The time limits established in the grievance procedure shall be followed by the parties. If the time limits procedure is not followed by the Union the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Union. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 7.4 Retroactive Settlements

The Employer shall not be required to pay back wages for periods prior to the time the incident occurred provided that in the case of a pay shortage, of which the employee had not been aware before receiving their pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files their grievance within five (5) working days after receipt of such pay.

Section 7.5 Expedited Grievance

When an employee is given a disciplinary discharge, suspension, or a written reprimand and/or warning which is affixed to their personnel record, the Union 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 five (5) working days from the time of presentation of the notice to the Union. Grievances regarding discharge or suspension shall commence at Step 2 of the grievance procedure.

Section 7.6 Adjusted Wage Settlements

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation and compensation for personal services that they may have received from any source during the period in question except outside income which was normally being earned prior to imposition of the challenged discipline.

Section 7.7 Steward Representation

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

Section 7.8 Illegal Strikes

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be disciplined up to and including discharge by the Employer.

It is understood that any disciplinary action taken by the Employer pursuant to this Article is subject to the grievance and arbitration procedure only on the question of

whether the prohibited conduct occurred, not the penalty for such conduct.

Section 7.9 Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VIII **ARBITRATION**

Section 8.1 Arbitration

If the grievance is not settled at Step 3, the Union may submit such grievance to arbitration by filing for such arbitration in writing within sixty (60) calendar days after receipt of the Step 3 answer except in the case of a grievance where there are related criminal proceedings pending, in which case the Union may delay filing for arbitration until forty-five (45) days after the criminal proceeding is resolved. If timely request for arbitration is filed, the parties to this agreement shall promptly select, by mutual agreement, one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) **Michigan** arbitrators submitted by the Federal Mediation and Conciliation Service. The Union shall exercise the first strike from the list of arbitrators. The remaining name shall serve as the arbitrator.

Section 8.2 Fees and Expenses of Arbitrator

Full fees and expenses of the Arbitrator shall be paid by the losing party, unless both parties agree that the fees and expenses shall be shared. However, if either party cancels the arbitration, that party shall be responsible for the cancellation fees as charged by the arbitrator. The grievant, or a representative of the grievants, and the steward shall be allowed to attend the arbitration without loss of pay. In the case of a class action grievance the steward shall be recognized as the grievant. Each party shall compensate its own witnesses.

Section 8.3 Power of the Arbitrator

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the express terms of this Agreement, or make any recommendation with respect thereto.

Section 8.4 Appeal From Arbitration

The Arbitrator's decision shall be final and binding on the Union, on all bargaining unit employees and on the Employer, and there shall be no appeal except in the limited circumstances provided by law.

ARTICLE IX **DISCIPLINE AND DISCHARGE**

Section 9.1 Just Cause

The Employer shall not discharge, demote, suspend or otherwise discipline any employee except for just cause. It is mutually agreed that progressive discipline shall be used for all minor offenses and the employee shall first receive an oral warning and a written warning prior to more severe discipline being imposed. The Union acknowledges that the Employer shall not be required to give an oral or a written warning first in cases of major offenses. Discharge must include written notice to the employee and the Steward citing specific charges against the employee.

Section 9.2 Review of Discharge or Suspension

The discharged or suspended employee will be permitted to review his or her discharge or suspension with his or her Steward and the Employer will make available an area where he or she may do so before he or she is required to leave the property of the Employer, unless for safety reasons the Employer determines such review should not occur on the Employer's property. Upon request, the Employer or his or her designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 9.3 Removal of Disciplinary Documents from File

An employee who maintains an offense-free record for a period of one (1) year upon written request shall have all prior minor offenses separated from his/her record and remain in the personnel file. Such documents will not be used for purposes of subsequent disciplinary action or promotional opportunities under the collective bargaining agreement, except the Employer reserves the right to utilize the documentation in cases of a chronic history, major infraction, or other legitimate reason.

ARTICLE X **LAY OFF AND RECALL**

Section 10.1 Layoff Order and Notice

- A. The word "layoff" means a reduction in the number of employees in the work force. Provided the remaining employees have the ability to perform the work required, layoff of employees within the Court shall be by classification in inverse bargaining unit seniority in the following order:

1. Temporary employees.
2. Volunteer seniority employees.
3. Probationary employees.
4. Regular Part-Time employees.
5. Regular Full-Time Employees.

B. Upon being laid off an employee who so requests shall, in lieu of layoff, be permitted to "bump" and take a position in or below their pay grade within the bargaining unit, provided that all of the following criteria are met:

1. They have more bargaining unit seniority than the employee they are to replace;
2. If the position is held by multiple employees, the least senior employee in the position shall be replaced;
3. They meet the minimum qualifications as defined in the job description;
4. They meet any licensing, certification or registration requirements for the position in question within a mutually agreed upon time frame;
5. They must accept all hours of the position into which they bump.

If the above criteria are met, the employee shall be given a sixty (60) working day trial period in which to demonstrate that he/she is capable of performing the work, during which time the Employer shall give the employee assistance in an effort to enable them to satisfactorily perform the work. This time period may be extended by mutual agreement between the Employer and the Union.

Employees who change position in lieu of layoff shall be paid at the pay grade for the position into which they are placed, at the step commensurate with their years of service.

C. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Chief Steward or Steward shall receive a list from the Employer of the employees being laid off on or before the date the notices are issued to the employees.

D. Employees eligible for and choosing to bump in lieu of layoff shall have a maximum of five (5) working days to notify Human Resources of their decision and the position to which they are qualified to bump. It is the employee's responsibility to confirm that they meet the minimum qualifications for the position as defined in Section 10.1 prior to the deadline. Employees not following the above defined process will not be eligible for bumping rights after the five (5) day period and will be laid off.

Section 10.2 Temporary Reduction In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than thirty (30) hours per week before any employees are laid off.

Section 10.3 Recall A laid off seniority employee, if recalled to a job within one pay grade to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 10.4 Order and Notice of Recall

- A. The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- B. Volunteer seniority employees shall have the right to waive recall at this time. If they choose to waive their recall option their name will be moved to the bottom of the recall list. At such time as there are no additional names on the recall list, the volunteer seniority employee shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
- C. Notices of recall shall be sent by certified or registered mail, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of his/her intent to return to work within three (3) calendar days of receipt of notice and shall then return within ten (10) calendar days or their employment shall be terminated, unless an extension is granted by the Employer.
- D. In the event a recall is necessary on less than three (3) days notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed thirteen (13) calendar days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work within the said thirteen (13) day period.

Section 10.5 Cashout of Sick Leave Bank on Layoff

Employees who are grandfathered under the Sick Leave Plan will be paid fifty (50%) percent of any sick leave bank when on layoff or at the end of one (1) year, at the option of the employee.

The employee has fourteen (14) calendar days after receiving the notification of layoff to advise the Employer of such preference. In the event the employee chooses to receive pay for the fifty (50%) percent of his/her unused sick leave bank, the employee will no longer have any days remaining in his/her sick leave bank.

ARTICLE XI **SENIORITY**

Section 11.1 Seniority Definition

Seniority shall be defined as the length of the employee's continuous service in the Bargaining Unit commencing from their last date of hire, pro-rated for regular part time service. Employees who are employed on the same date shall be placed on the seniority list by draw. For purposes of vacation accrual, longevity and retirement, the length of service shall be determined by the employee's last date of hire with Grand Traverse County.

All regular full and regular part-time employees shall serve a probationary period of six (6) months, during which time they are termed "Probationary Employees." In the event of a break of service of seven (7) days or more, the time of the break will equally extend the probationary period.

The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees 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.

During the probationary period an employee shall be eligible for employee benefits as expressly provided in this Agreement. After an employee has successfully completed his or her probationary period of employment, he or she shall become a regular full-time or regular part-time employee. His or her seniority shall start as of his/her last date of hire as a regular employee into this bargaining unit.

Section 11.2 Seniority List

The Seniority List on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The employer will keep the seniority list up-to-date and will furnish the Chief Steward an up-to-date list on a monthly basis and in the event of a layoff. Challenges to the Seniority List will only be accepted within thirty (30) calendar days of the dated posting, or such list shall stand approved as posted.

Section 11.3 Loss of Seniority

An employee's seniority with the Employer shall terminate for the following reasons:

- A. The employee quits or retires.
- B. The employee is discharged or terminated and the action is not reversed through the grievance procedure.
- C. The employee is absent for three (3) working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification

for reinstatement of full seniority. This section is not to be construed as limiting the right to issue discipline for any unjustified absence.

- D. The employee fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.
- E. The employee is on a layoff for more than twelve (12) months (except for Workers' Compensation leave which cannot exceed twenty-four (24) months).
- F) The employee is on a medical leave of absence for more than twelve (12) months.

ARTICLE XII
HOURS OF WORK / PREMIUM PAY / SHIFT PREFERENCE

Section 12.1 Regular Work Week and Work Day

The regular full-time schedule of an employee's work week shall consist of seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week. With the approval of the Court, specific classifications or assignments may be regularly scheduled as eight (8) hours per day and forty (40) hours per week.

The regular work day shall begin between the hours of 6:30 A.M. and 8:30 A.M. and end between the hours of 3:00 P.M. and 5:30 P.M. Should the Employer want to implement a shift other than the hours cited above, it shall notify the Union of its intent and then shall be required to negotiate the effects of such a shift with the Union. Employees may make a request for flexible working hours or job sharing to their supervisor. Such scheduling shall require the supervisor's approval and must be in keeping with good customer service and the smooth operation of the Court.

The Employer shall designate the starting and stopping times of each shift, the lunch and rest periods for each shift and may stagger such times between various groups of employees. Seniority employees shall have their choice of hours and shifts based on classification seniority once during each calendar year, or more often with vacancy or changes, normally to be effective on July 1. Request for a change must be made at least two (2) weeks prior to the effective date. Assignment to jobs within job classifications on the shift shall be the function of the Court and the employees shall not be entitled to a particular job on any shift.

Any proposed changes in work schedules from those set forth above will be reported to and discussed with the Union in accordance with this section at least five (5) working days before such changes are made.

Section 12.2 Lunch Break

Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the seven and one-half (7 1/2) working hours. The normal

lunch period will be one (1) hour unless modified by mutual written agreement between the employee and their Supervisor.

Section 12.3 Work Breaks

Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the Court.

Section 12.4 Overtime Work

- A. Overtime must be pre-approved by the Court Administrator or his/her designee.
- B. If requested to work overtime, an employee will be expected to do so unless they are excused for good cause.
- C. Overtime payment for those employees covered by the FLSA shall be at time and one-half (1 1/2) for all work performed in excess of thirty-seven and one-half (37 1/2) hours or forty (40) hours in any one week, whichever is the employee's regular work week, including paid holidays, approved vacation leave, or approved bereavement leave, but excluding unpaid leave, sick leave, personal leave, or compensatory time.
- D. All overtime work to which overtime pay is applicable shall be based on position, need, and efficiency within the Court within a reasonable period of time and within the classification affected, provided the employee is capable and qualified of performing the work. Overtime payment shall be paid unless otherwise requested and approved by the Court Administrator. Compensatory time may be accumulated up to a maximum of 40 (forty) hours, after which all overtime shall be paid in wages. Compensatory time may be used as needed by the employee and as approved by the Court Administrator.
- E. Non-exempt employees of the Community Corrections Department receiving phone calls outside of normal work hours, from law enforcement or other treatment agencies, etc., shall receive compensation for one-half (1/2) hour for each call received. In all other cases, non-exempt employees of the bargaining unit will be paid a minimum of two (2) hours at time and one-half (1 1/2) in the event they are called in to work at the courthouse, treatment facility, jail, etc., during non-scheduled work hours.

Section 12.5 Lost Time Due to Weather or Safety Conditions

In the event the Employer determines that any of its offices will not open due to weather or safety conditions, the Employer shall give notice of the closure to the media on or before 6:30 a.m. Under such circumstances, employees may, at their discretion, use any accumulated leave time or be permitted to make up the time within one month provided that the make up time does not cause the hours worked to cause overtime without prior approval.

In the event the Employer determines that any of its offices are to be closed early during work hours due to weather or safety conditions, employees who work at such closed office shall suffer no loss of time or pay.

Section 12.6 Pay Periods

The employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his or her earnings and of all deductions made for any purpose. Pay day will be every other Friday. Should a pay day fall on a declared holiday, pay checks or statements will be distributed by the close of the working day preceding the holiday.

Section 12.7 Hourly Rates Appendix A, attached, defines the wages, by wage/salary grade, applied to the job classifications represented by this Agreement.

Section 12.8 Job Classifications Appendix B, attached, lists the job classifications, by wage/salary grade, represented by this Agreement.

ARTICLE XIII
LEAVES OF ABSENCE

Section 13.1 General Considerations

A leave of absence is a written authorized absence from work. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Such leave may be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence. This provision covers leave for various reasons including illness, education, parenting, or other personal reasons, subject to all the provisions of this Agreement. In no event shall the duration of any leave exceed twelve (12) calendar months, including any other paid or unpaid time taken off for the same reason as the leave, including, but not limited to, FMLA leave or time off under any other provisions of this Agreement unless extended by mutual agreement or required by law.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the projected date on which the employee is to return to work.
- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing. The granting of any leave, other than a medical leave, is discretionary with the Employer unless otherwise provided in this contract or required by law.

- C. An employee on an approved leave of absence will retain his or her or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved unpaid leave of absence of thirty (30) calendar days or more, unless otherwise stated in this contract.
- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- E. Any request to extend the leave beyond the return date designated must be made a reasonable length of time in advance of the end of the leave and may be granted at the Employer's discretion.
- F. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his or her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to in writing by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.
- G. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.
- H. Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to them before going on unpaid leave.
- I. Health insurance shall be continued for one (1) month following the month during which unpaid leave begins. Leaves in excess of this time which are not covered under FMLA shall require the employee to reimburse the Employer to continue such medical coverage under the group.
- J. Leaves requested due to illness or medical disability must be accompanied by a physician's certificate stating that the employee is unable to work and the reason therefore. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted.

UNPAID LEAVES OF ABSENCE

Section 13.2 Uniformed Services Leave

The leave and re-employment rights of employees who participate in Uniformed Services will be governed by the United States Employment and Re-employment Act, (USERRA), as amended, and other applicable law.

An employee who is a member of the National Guard or Reserves who is called for reserve duty with valid military documentation, shall be entitled to a leave of absence in addition to his or her vacation not to exceed two calendar weeks. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay, such pay not to exceed two (2) calendar weeks.

Section 13.3 Union Business

Leaves of absence without pay may be granted, under normal conditions, to an employee selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time, and the number of working days will not exceed a combined six (6) in any one (1) calendar year for all unit employees.

Section 13.4 Educational Leave

Any employee wishing to further his or her education in his or her chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

Section 13.5 Parental Leave

An employee may request in writing a parental leave up to six (6) months to begin at birth or date of adoption. Accumulated vacation leave, personal leave or unpaid leave may be used for this purpose. This leave may run concurrently with a medical or FMLA leave.

Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification at the Court at the time the leave of absence was granted. An employee who fails to return to work at the termination of his/her parental leave shall be terminated.

PAID LEAVES OF ABSENCE

Section 13.6 Jury or Witness Duty

Employees shall be granted leave of absence with pay when they are required to report for jury duty or are subpoenaed as a witness providing they turn over the jury or witness fee check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty.

Section 13.7 Bereavement Leave

When death occurs in an employee's family (spouse, children, parent, brother, sister, grandparent, grandchildren, current step child, current mother-in-law or current father-in-law) the employee, upon request, shall be excused for up to three (3) normally scheduled working days following the date of death, provided he/she attends the funeral and/or the memorial service. Time off will also be granted for the death of current sister-in-law, current brother-in-law, current grandparent-in-law, step-mother, step-father, step-sister, step-brother, or a member of the employee's immediate household, with time off charged against any accumulated leave time. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time.

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

Section 13.8 Personal Leave

Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted eight (8) days of personal leave each year at the beginning of the pay period that covers the first pay date in December. New hires shall receive an initial pro-rated amount of leave upon completion of their probationary period.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in one-half (1/2) hour increments.

Any balance left (of the eight (8) days) following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

Those employees who are hired prior to December 1, 1988, and who selected Plan A on the "Employee Election of Sick Conversion/Payment Plan" prior to November 30, 1988, shall have the balance of the eight (8) days each year converted to their frozen Sick Leave Bank, up to a maximum of one hundred twenty (120) days.

Section 13.9 Sick Leave

Those employees who have a sick bank as of December 1, 1988, shall have said bank frozen. This bank may be used in the following instances:

1. For absences due to illness (including illness in the immediate family -- spouse, children, parents, or guardian -- if the employee is the only

- person available to render such care) after the eight (8) personal days have been exhausted.
2. For the first seven (7) calendar days when an employee qualifies for the short term disability insurance.
 3. When an employee qualifies for the short term disability insurance, but chooses to use his/her frozen sick bank first in order to receive full pay.

Any balance left upon retirement (as defined in Section 17.5) or upon death shall be paid at the rate of one half (1/2) of any unused days, up to a maximum of one hundred twenty (120) days, at the prevailing hourly rate of the employee.

Section 13.10 Professional Association Leave

Employee voluntary attendance at conferences, seminars or meetings which occur during working hours must be approved in advance by the Court.

ARTICLE XIV **LONGEVITY COMPENSATION**

Section 14.1 "Grandfathered" Longevity Pay Plans

All full time employees hired prior to July 25, 2007, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with one of the following schedules.

For those employees employed on or before January 31, 1985, and who selected Plan A on the selection of longevity plans:

1. After completion of ten (10) years of seniority, a bonus of five 5% percent of base pay, excluding overtime, shift differential, etc., if applicable, shall be paid for that year or portion of the year. At the completion of ten (10) years (service date) which is less than twelve (12) months in that calendar year, the five 5% percent longevity bonus is prorated over the balance of the calendar year.
2. After completion of fifteen (15) years of seniority (service date), a longevity bonus of ten (10%) percent of base pay shall be paid and prorated, if applicable, as in A. 1 above.
3. The longevity bonus amount may change as the percentage applicable is calculated on the new base rate for the calendar year.

For all employees hired on or after February 1, 1985, and before July 25, 2007:

1. After completion of five (5) years of seniority (service date), the employee shall receive a \$50 longevity bonus, prorated over the remainder of the calendar year in which the completion of the five (5) years seniority (service date) occurs.

2. In December of the sixth and succeeding years thereafter, \$ 50 annually will be added to the longevity pay bonus with no maximum limit.

For Example:	After 5 years:	\$ 50
	After 6 years:	\$100
	After 7 years:	\$150

As a general condition applicable to both plans, longevity will be paid by separate check, lump sum, on the first pay date in December.

At the end of employment with the Employer, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.

Leaves of absence for periods in excess of thirty (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus. Election by an employee of Plan A or Plan B, where applicable, is irrevocable.

ARTICLE XV **HOLIDAY PAY**

Section 15.1 Holiday Schedule

The following shall be considered as holidays for the purpose of this Agreement (prorated for regular part-time employees):

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
Floating Holiday

Section 15.2 Eligibility For Holiday Pay

To be eligible for holiday pay, an employee must:

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

2. Work in full, when scheduled, the employee's regularly scheduled straight time work day prior to and the employee's regularly scheduled straight time work day subsequent to the holiday, unless on authorized leave excluding short term disability or workers' compensation.

Section 15.3 Overtime Calculation

Holidays paid under this contract shall be counted for calculation of overtime under Section 12.4.

Section 15.4 Holidays During Leave

Holidays occurring during a vacation period, bereavement leave, pre-approved personal leave or pre-approved sick leave, unless excused by the Employer, are compensable and shall not be charged against the employee's accumulated time.

Section 15.5 Work on a Holiday

In the event the employee is called in to work on a holiday, then they shall receive time and one-half (1 1/2) plus holiday pay for the day worked.

When any of the recognized holidays fall on Saturday, the preceding Friday shall be recognized as the holiday and likewise when the holiday falls on Sunday, the following Monday shall be recognized as the holiday, unless the office is normally open on the weekend, then the actual holiday will be recognized. In the event two back-to-back holidays (i.e. Christmas Eve and Christmas Day) fall on a Friday and Saturday then Thursday and Friday shall be recognized and likewise when the holidays fall on Sunday and Monday then Monday and Tuesday shall be recognized.

Whenever holiday work is required, the employer shall provide two (2) working days notice prior to the holiday, except in emergency situations.

Employees choosing to work a holiday with supervisory approval will receive straight time pay for the holiday worked and may take another regularly scheduled work day off in lieu of the holiday within thirty (30) days of the holiday and receive regular straight time pay.

Section 15.6 Holiday Pay for Full-Time Employees

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

Section 15.7 Holiday Pay for Part-Time Employees

- A. When a holiday falls on a day of the week when a part-time employee is normally scheduled to work, the employee will be paid pro-rated holiday pay based on his/her FTE. If not working on such holiday would result in a reduction of the number of hours normally worked per week by the employee, the

employee shall, at his/her option, be allowed to make up the time lost due to the holiday if work is available during that pay period.

- B. When a holiday falls on a day of the week when a part-time employee is normally not scheduled to work, the employee will be paid pro-rated holiday pay based on his/her FTE. If the addition of such holiday pay would result in an employee receiving pay for more than their normally scheduled number of hours per week, then the Employer may either reduce their remaining work week by the applicable number of hours, or bank the additional hours as comp time in accordance with Section 12.4 (D).

Section 15.8 Failure to Work Holiday as Agreed

When an employee is scheduled to or agrees to work on one of the designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he or she shall not receive the pay for such holiday, unless otherwise excused by the Employer.

Section 15.9 Floating Holiday

One (1) floating holiday shall be credited to the employee as of January 1st in the first pay period of each calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday for that year. Such holidays shall not accrue from year to year or be paid out for any reason.

ARTICLE XVI **VACATION**

Section 16.1 Vacation Eligibility

Employees working under this Agreement shall receive paid vacations in accordance with the following schedule (pro-rated for regular part-time employees), provided they are eligible:

- A. An employee shall be entitled to receive vacation pay as hereinafter set forth if such employee is regular full-time or regular part-time. For regular part-time employees the vacation schedule shall be prorated by the same factor as his/her regular scheduled working hours. Paid sick leave, holidays, or other paid leave shall be considered hours worked for the purposes of this article.
- B. Employees shall not accrue vacation leave during the first six (6) months of employment, but will be granted leave retroactively upon completing the six (6) months. Thereafter employees shall earn vacation leave credit according to the following schedule:

<u>Years of Service</u>	<u>Days</u>	<u>Annual Hours</u>		<u>Hours accrued biweekly</u>	
		(75)	(80)	(75)	(80)
Less than 3:	10	75	80	2.884	3.076
3 but less than 5:	12	90	96	3.461	3.692
5 but less than 10:	15	112.5	120	4.326	4.615
10 but less than 15:	17	127.5	136	4.903	5.230
15 but less than 25:	20	150	160	5.769	6.153
25 or more:	25	187.5	200	7.211	7.692

Section 16.2 Vacation Scheduling

All vacations shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operations. The Employer shall have no obligation to permit an employee to tie a vacation to other leaves.

Section 16.3 Vacation Carry-Over

Vacation leave will be credited biweekly to the employee's "bank" up to a maximum carry-over of twenty (20) days on the employee's service date.

Any hours beyond the twenty (20) days, even when approved for extension by the department head or County Administrator, shall not be included in the employee's payout calculation upon termination for any reason, unless a timely request for vacation leave has been denied.

ARTICLE XVII
INSURANCE AND RETIREMENT BENEFITS

Section 17.1 Health Insurance

The Employer agrees to provide health coverage for all regular full time employees, including those on paid leave, and their families as detailed in Appendix C. The HMO plan, as detailed in Appendix C, will remain as the County's base plan. If the employee chooses any optional plan, the increased premium cost associated with that plan will be the responsibility of the employee. Regular part time employees who elect to do so may be covered, with the Employer covering the pro-rated amount based on the number of hours the employee is regularly scheduled to work, and the employee reimbursing the Employer through payroll deduction for the remainder.

Effective January 1, 2011, all employees covered under the health insurance will participate in a premium cost share as outlined below:

Effective January 1, 2011

- **4% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative (currently HealthbyChoice).

- In order to qualify for the 4% premium cost share (of the HMO base plan), the employee must complete the online questionnaire (Web MD Health Quotient) prior to October 31, 2010.
- **6% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

Effective January 1, 2012

- **6% premium cost share** (of the HMO base plan) if the employee participates in the County's Health Initiative
 - In order to qualify for the 6% premium cost share (of the HMO base plan), the employee must complete an online health questionnaire similar to the prior year.
- **8% premium cost share** (of the HMO base plan) if the employee does **not** participate in the County's Health Initiative

The Employer reserves the right to modify the County's Health Initiative and content of the online questionnaire and any completion deadline requirements.

The Employer's obligation to pay the premium is subject to all of the other provisions of this Article concerning employee payments, co-payments and contributions.

The employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of coverage.

Coverage becomes effective the first of the month following thirty (30) calendar days of employment.

The employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained. Other plans which may be available also will be shown in Schedule C, attached. The employer agrees to give the Union notice prior to changing carriers.

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

Payment in Lieu of Health Care Coverage

For employees who otherwise are entitled to health insurance coverage under this section, the employee shall have the option of receiving an annual payment in lieu of such coverage in the amount of \$2,000.00 on a pro-rated basis based on FTE and based on months of service, subject to the Employer's policy, carrier regulations, and applicable law. Employees who are insured under a Grand Traverse County health insurance plan provided to their spouse are not eligible for this payment.

The benefits provided under the Grand Traverse County Health Program shall be secondary to any personal protection or personal injury benefits carried by an employee

through an insurer under a motor vehicle policy described in Section 500.3101 of the Michigan Compiled Laws.

Employees who retire from the service of Grand Traverse County under the County's retirement plan after January 1, 2001 may continue their group health care benefits until Medicare eligible by reimbursing the Employer fifty (50%) percent of the monthly premium.

Eligibility and benefit provisions are provided subject to plan documents.

Section 17.2 Optical and Dental Insurance

The County will provide to regular employees optical and dental insurance coverage under or substantially equivalent to the Dental and Vision Plans as detailed in Appendices D and E. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Section 17.3 Workers' Compensation

Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee, if eligible for workers' compensation, may choose to receive, in addition to their workers' compensation benefits, the difference between those benefits and his/her regular net pay, to be paid by the Employer from the employee's sick or personal leave bank. The subsidy will terminate upon the exhaustion of the employee's leave bank.

In addition, the employee's health, dental, optical, and life insurance as specified in this contract will continue to be provided by the employer while the employee is on workers' compensation for a period of up to twelve (12) months.

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

Section 17.4 Unemployment

The Employer agrees to provide, unemployment insurance coverage for all employees under this agreement in accordance with the law.

Section 17.5 Retirement

All regular full time and regular part time employees working at least fifty percent (50%) of the Court's normal work week shall be covered under the Michigan Municipal Employees Retirement System (MERS).

For employees covered under the MERS Defined Contribution Plan, the Employer shall contribute six (6%) percent of their wages. Employees may choose to make a one time irrevocable decision to contribute three (3%) percent of their wages to the Plan, and if the employee chooses to contribute three (3%) percent, the Employer will contribute an additional three (3%) percent. Employees will be vested 25% after three (3) years of service, 50% after four (4) years, 75% after five (5) years, and be fully vested after six (6) years of service.

Employees grandfathered under the MERS Defined Benefit Plan shall receive benefits calculated under the B-4 plan with the F55/25, V-6, FAC3 and E-2 riders of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer.

Age 60 with six (6) years of service at the time of separation from employment with the County, or age 55 with 25 years of service at the time of separation from employment with the County, shall be used for determination of age of retirement for eligibility of other benefits for retirees as outlined in this contract.

Section 17.6 Life and AD&D Insurance

All regular full time employees and regular part-time employees who regularly work at least fifteen (15) hours per week, including those on paid leave, shall be eligible for term Life Insurance. Such benefit will be effective the next day following six (6) consecutive months of service as a regular employee in accordance with the plan documents. Said insurance shall be in the amount of one (1) times the employee's base salary, or twenty thousand (\$20,000), whichever amount is greater, and shall include Accidental Death and Dismemberment.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Section 17.7 Short Term Disability Insurance

All regular full time employees and regular part time employees who regularly work at least fifteen (15) hours per week, including those on paid leave, shall be eligible for Short Term Disability Insurance, said coverage to be effective the next day following one hundred eighty (180) calendar days of consecutive service as a regular employee in accordance with the plan documents. This coverage shall provide 66 2/3 percent of the employee's regular pre-disability earnings for up to one hundred eighty-two (182) calendar days for absences due to an eligible injury or illness as approved by the insurance carrier. The coverage shall begin on the eighth calendar day following injury

or illness. Eligibility and benefit provisions are provided subject to plan documents. The employee will be required to use a maximum of forty (40) hours of leave bank time during the seven (7) calendar day elimination period. Health insurance provided by the employer shall continue during the duration of this coverage.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

ARTICLE XVIII **VACANCY, TEMPORARY TRANSFER & PROMOTION**

Section 18.1 Regular Vacancies

Regular vacancies within the Bargaining Unit shall be given preference to be filled from within the Bargaining Unit. If none of the present employees meet the established requirements, the Employer may open the vacancy to applicants outside the Bargaining Unit. All vacancies shall be posted for a minimum of five (5) days and all interested employees are required to submit application to Human Resources per Grand Traverse County procedure.

Section 18.2 Appointment to Fill Vacancy

The Judge will exercise final appointing authority for promotions of employees under this article, and shall not be arbitrary or capricious. Present established job requirements as specified in the job description and/or job posting shall be used as the criteria as well as any standard examinations utilized for selection. The following factors shall be considered in determining the selection:

- A. Knowledge, training and ability to do the work.
- B. Attendance records and performance evaluations.
- C. Physical qualifications (where applicable).
- D. Where general qualifications are relatively equal bargaining unit seniority will prevail.

Results of any examination taken for the purpose of filling a vacancy shall be available to the employee involved.

Section 18.3 Applicable Rate of Pay

If an employee is transferred, promoted, demoted, or re-employed, his or her pay for the new position shall be determined as follows:

- A. Transfer: If the current pay rate is less than the minimum rate in the new class, it shall be advanced to the minimum rate for the class. If the current pay rate is more than the maximum rate in the new class, it shall be reduced to the maximum rate for the class. If the current pay rate falls within and is at the established step of the new class, it shall remain at his or her current rate. If the

current pay rate falls within the new class but does not correspond to an existing step, it shall be advanced to the next higher step.

Travel Time: For a temporary transfer within a classification to cover an absence of two (2) weeks or less in another city, the employee will be paid both travel time and mileage.

If the temporary transfer within the classification lasts between two (2) weeks and six (6) months, the employee will be paid mileage only unless, in the employer's sole discretion, the employer has determined that paying travel time is appropriate.

Employees will be paid travel time and mileage when asked to work periodically in another city or when traveling to another city as part of their regular assigned duties.

In the event that mileage from the employee's home to the temporary worksite is less than mileage from the main worksite, the lesser mileage will be used for purposes of reimbursement.

- B. Promotion: If the current pay rate is less than or falls within the range for the new class, it shall be adjusted to the step which gives a minimum of four and one-half percent (4.5%) increase. Consideration will be given for an extra step in the event the employee was eligible for a step increase within the next six (6) months, under the guideline that the combination of the rate increases shall not exceed ten percent (10%).
- C. Demotion (requested by employee or by Judge's action): If the current pay rate is more than the maximum rate of the new class, it shall be adjusted to the maximum or an intermediate step as determined by the Judge. If the current pay rate falls at an established step within the range of the new class, it shall remain the same or be adjusted to the next lower step as determined by the Judge. If the current pay rate falls within the range of the new class, but doesn't correspond to an established step, it shall be adjusted to the next lower step.
- D. Re-employment: If an employee is re-employed or reinstated within one (1) year in his or her original position or in another position assigned to the same class, the employee shall be paid at the same grade and step he or she received at the time of his or her separation from employment if this rate does not exceed the prevailing maximum salary.

Section 18.4 Trial Period

The Employee who is promoted within the bargaining unit shall serve a six (6) month trial period to prove he/she is capable of performing the work. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay

without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted without loss of seniority and will provide said employee, upon written request from that employee, a written explanation specifying the reasons for the return to the former classification except employees promoted outside the bargaining unit are not eligible for this provision. Bargaining Unit seniority shall not accumulate while the employee is in a position outside the bargaining unit.

Section 18.5 Temporarily Filling a Vacancy

The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this article as soon as possible. However, no position shall be considered temporary for a period beyond sixty (60) days, without mutual consent of the Employer and the Union.

For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the most qualified employee on the basis of seniority. If no such employee wishes to accept the temporary assignment, it shall be assigned to the least senior most qualified employee.

If an employee is temporarily assigned to work in a higher classification for a least one (1) consecutive hour he/she shall be compensated for all such hours at the rate of the higher classification, in accordance with Section 18.3 (B). If an employee is temporarily assigned to fill a temporary vacancy in a lower classification he/she shall continue to be compensated at their normal rate of pay.

Section 18.6 New Classifications or Positions

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

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

Section 18.7 Employer-Sponsored Training

The Employer agrees that, where practical, Employer sponsored and/or required training shall be offered to employees within the applicable classifications with opportunities for such training equalized among the affected employees.

ARTICLE XIX
MISCELLANEOUS

Section 19.1 Gender

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

Section 19.2 Captions

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

Section 19.3 Union Bulletin Boards

The Employer will provide a bulletin board at the Grand Traverse County, Leelanau County, and Antrim County work sites to be used for posting notices pertaining to Union business. Such notices must be signed on behalf of the Union and/or the Employer.

Section 19.4 Health and Safety

All health and safety issues and complaints will be handled by the Employer.

Section 19.5 Copies of Agreement

The Union shall provide the Employer with one (1) copy of the signed Agreement. The Employer agrees to make a copy of this Agreement available to all new employees entering the employment of the Employer. A copy of the Agreement shall be placed on the website and intranet.

Section 19.6 Drug Free Work Place

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

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

The employee may be required to take a drug test or breathalyzer when there is reasonable suspicion of illegal drug use or being under the influence of alcohol.

In compliance with the law, the Employer requires an employee to abide by the conditions set forth in the paragraph above, and further, to notify the Director of Human Resources of any criminal drug statute conviction for a violation occurring in the

workplace no later than five (5) days after the conviction, and the Employer in turn will adhere to the reporting requirements stipulated by law.

ARTICLE XX
SAVINGS AND WAIVER CLAUSE

Section 20.1 Savings Clause

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

Section 20.2 Waiver

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

ARTICLE XXI
TERMINATION

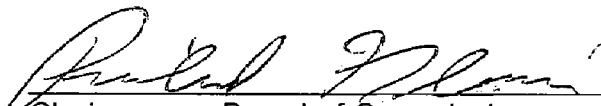
This Agreement shall be effective on the first day of January, 2010, and shall remain in full force and effect until the 31st day of December, 2012. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, one hundred fifty (150) days prior to the anniversary date that it desires to modify this Agreement.

The parties further agree that if across the board wage increases for 2012 greater than 1.75% are given to any non-Act 312 Grand Traverse County Bargaining Unit, such increase over 1.75% for 2012 shall also be paid across the board to Teamsters District Court employees covered by this Agreement; provided, however, that any wage increase included in a bargaining agreement executed prior to May 26, 2010, shall not be the basis for a like increase under this Agreement.

86TH DISTRICT COURT



Hon. Thomas J. Phillips
Chief Judge



Chairperson, Board of Commissioners
Grand Traverse County



Dennis Aloia, County Administrator
Grand Traverse County

**TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS
LOCAL 214**



Sheryl Langdon
Business Representative



Ralph Schultz, Steward



Norene Kastys, Steward



Shannon Smith, Steward

Dated: 6-10-10

Dated: 5-29-10

Appendix A

Wage and Salary Scale

DISTRICT COURT TEAMSTERS

EFFECTIVE January 1, 2010

1.5%

	Training 1	Training 2	Start	1 Year	2 Year	3 Year	4 Year	5 Year
HOURLY								
D	11.64	12.54	13.43	14.06	14.69	15.41	16.07	16.83
F	13.34	14.30	15.43	16.09	16.84	17.56	18.38	19.26
G	14.66	15.73	16.95	17.77	18.53	19.38	20.25	21.14
H	16.87	18.11	19.46	20.35	21.27	22.25	23.24	24.36
I	17.99	19.40	20.84	21.79	22.78	23.82	24.93	26.06

EXEMPT

1.5%

I								
1950 Hrs	35,101	37,832	40,654	42,515	44,417	46,468	48,584	50,796
2080 Hrs	37,441	40,354	43,364	45,349	47,378	49,566	51,823	54,182

EFFECTIVE January 1, 2011

1.5%

	Training 1	Training 2	Start	1 Year	2 Year	3 Year	4 Year	5 Year
HOURLY								
D	11.81	12.73	13.63	14.27	14.91	15.64	16.31	17.08
F	13.54	14.51	15.66	16.33	17.09	17.82	18.66	19.55
G	14.88	15.97	17.20	18.04	18.81	19.67	20.55	21.46
H	17.12	18.38	19.75	20.66	21.59	22.58	23.59	24.73
I	18.26	19.69	21.15	22.12	23.12	24.18	25.30	26.45

EXEMPT

1.5%

I								
1950 Hrs	35,628	38,399	41,264	43,153	45,083	47,165	49,313	51,558
2080 Hrs	38,003	40,959	44,015	46,030	48,089	50,309	52,601	54,995

EFFECTIVE January 1, 2012

1.75%

	Training 1	Training 2	Start	1 Year	2 Year	3 Year	4 Year	5 Year
HOURLY								
D	12.02	12.95	13.87	14.52	15.17	15.91	16.60	17.38
F	13.78	14.76	15.93	16.62	17.39	18.13	18.99	19.89
G	15.14	16.25	17.50	18.36	19.14	20.01	20.91	21.84
H	17.42	18.70	20.10	21.02	21.97	22.98	24.00	25.16
I	18.58	20.03	21.52	22.51	23.52	24.60	25.74	26.91

EXEMPT

1.75%

I								
1950 Hrs	36,251	39,071	41,986	43,908	45,872	47,990	50,176	52,460
2080 Hrs	38,668	41,676	44,785	46,835	48,930	51,189	53,521	55,957

NOTES: Training steps are used for on call or temporary employees or regular employees when they do not meet the full requirements of the job. Each step from Start thru 5 Year is of one year duration.

The parties further agree that if across the board wage increases for 2012 greater than 1.75% are given to any non-Act 312 Grand Traverse County Bargaining Unit, such increase over 1.75% for 2012 shall also be paid across the board to Teamsters District Court employees covered by this Agreement.

Appendix B Classification Plan

<u>Grade</u>	<u>Title</u>
D	Office Specialist
F	Accounting Technician Office Coordinator Collections Specialist Court Recorder
G	Chief Court Recorder Case Manager
H	Community Corrections Officer Probation Officer Chief District Court Clerk (Grandfathered for current incumbent, then will be removed from the Classification Plan and the position will revert to Office Coordinator.)
I	Manager: Community Corrections Chief Probation Officer

Appendix C

Summary of Health Insurance Benefits

PRIORITY HEALTH
priorityhealth.com
PRIORITYHMOSM SUMMARY OF BENEFITS 100% HOSPITAL PLAN
GRAND TRAVERSE COUNTY MEDPLAN 0003 – Active Employees Only
January 1, 2010 through December 31, 2010

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

Copayment = Member pays

% Coverage = Priority Health pays

Basic Benefits

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

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

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

SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN

Hospital Services (continued)	
Certain Surgeries and Treatments (Physician fees only) Bariatric surgery* (limit one per lifetime) Reconstructive surgery: blepharoplasty of upper lids, breast reduction, panniculectomy*, rhinoplasty*, septorhinoplasty* and surgical treatment of male gynecomastia Skin Disorder Treatments: Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of 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. *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty, septorhinoplasty and sleep apnea treatment procedures.
Emergency Medical Care (in or out of the service area)	
Hospital Emergency Room	\$35 Copayment per visit (waived if admitted)
Urgent Care Center	\$10 Copayment per visit
Physician's Office	\$10 Copayment per visit
Ambulance (land or air)	\$50 Copayment
Family Planning/Infertility Services	
Vasectomy	100% Coverage when performed in a provider's office or when in connection with other covered inpatient or outpatient surgery.
Tubal Ligation	
Professional Fees	100% Coverage
Outpatient	100% Coverage
Inpatient	100% Coverage only when performed in connection with delivery or other covered inpatient surgery.
Infertility services for diagnostic, counseling and planning services for treatment of the underlying cause of infertility	50% Coverage. Prescription drugs for infertility treatment covered only with prescription drug rider.
Mental Health/Substance Abuse Services	
Note: All Mental Health and Substance Abuse services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.	
Inpatient Mental Health & Substance Abuse Services (including rehabilitation and partial hospitalization)	100% Coverage. Prior approval required
Outpatient Mental Health & Substance Abuse Services (including medication management visits)	\$10 Copayment per visit. Prior approval required
Other Services	
Durable Medical Equipment	50% Coverage
Prosthetics & Orthotics	50% Coverage
Skilled Nursing, Subacute, Inpatient Rehabilitation and Hospice Facility	100% Coverage. Maximum 120 days per Contract Year (combined benefit for all services).
Home Health Care	Covered in full.
Temporomandibular Joint Syndrome (TMJS)	50% Coverage
Orthognathic Surgery	50% Coverage

Additional Benefits	
Pharmacy Services	
Prescription Drugs Note: Prescription drug coverage is based on the usage of a medication formulary.	Covered with a \$10 Generic/\$40 Brand Name Copayment per prescription. Excludes prescription contraceptive drugs and implantable contraceptive drugs.
Prescription Mail Order	Prescription drugs filled for up to 90 days with a \$10 Generic / \$40 Brand Copayment per prescription. Excludes prescription contraceptive drugs and implantable contraceptive drugs.
Vision Care Exam Every 12 Consecutive Months	One eye exam (including refraction) with participating provider every 12 consecutive months. \$15 Copayment. Limitations apply.
Eligibility Information	
Dependent Children	Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.
Early Retiree Coverage	Not Available
65+ Retiree Coverage	Not Available

Appendix D

Summary of Dental Insurance Benefits



Traditional Plus Dental Coverage – DO-25-25 \$1,000; OS-50-\$1,000 Benefits-at-a-Glance for GRAND TRAVERSE COUNTY

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

Network access information

- DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 83,000 dentist access points* nationwide where dental services are available through our partnership with the DenteMax PPO network. To find a DenteMax dentist, please call 800-752-1547 or go to the DenteMax Web site at dentemax.com.
 - * A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.
- Blue Par SelectSM** – Most dentists participate with the Blues on a "per claim" basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement "Blue Par Select." To find a dentist who may participate with BCBSM, go to bcbsm.com. Select the **Dental Professionals** subsection of "Where You Can Go for Care" page.

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

Member's responsibility (copays and dollar maximums)

Copays	25% for Class II and III services and 50% for Class IV services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,000 per member
• Lifetime maximum (for Class IV services)	\$1,000 per member

Class I services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

Class II services

Fillings – permanent teeth	Covered – 75%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 75%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 75%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 75%, three times per tooth per calendar year after six months from original restoration

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.





Class II services, continued

Oral surgery including extractions	Covered – 75%
Root canal treatment – permanent tooth	Covered – 75%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 75%, once every 24 months per quadrant
Limited occlusal adjustments	Covered – 75%, limited occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	Covered – 75%, once every 12 months
General anesthesia or IV sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Repairs and adjustments of partial or complete dentures	Covered – 75%, six months or more after it is delivered
Relining or rebasing of partial or complete dentures	Covered – 75%, once every 36 months per arch
Tissue conditioning	Covered – 75%, once every 36 months per arch

Class III services

Removable dentures (complete and partial)	Covered – 75%, once every 60 months
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 75%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement	Covered – 75%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

Class IV services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%
Interceptive and comprehensive orthodontic treatment	Covered – 50%
Post-treatment stabilization	Covered – 50%
Cephalometric film (skull) and diagnostic photos	Covered – 50%

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins.

Appendix E
Summary of Vision Plan Benefits

SUMMARY PLAN DOCUMENT

EMPLOYEE VISION PLAN

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

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

Plan Distribution Date: December 29, 1997

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

Plan Number: 503

Employer Identification Number: 38-6004852

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

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

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

Authorized Signature

Date



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

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

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

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

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

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

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

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

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

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

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

Schedule of Benefits:

Waiting Period:

First day following 30 days of service.

Frequency:

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

Glasses:

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

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

Single focal \$43

Bifocals \$60 plastic or \$70 glass

Trifocals \$90 plastic or \$100 glass

Contact lenses:

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

Exceptions: The Plan does not cover:

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

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

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

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

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

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

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

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

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

Rights of Employees (ERISA)

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

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

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

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

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

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